



**NWSA / PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 87747**

**INFORMATION TECHNOLOGY CONTRACT
STAFFING SERVICES**

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

RFP INFORMATION	
Date Issued	9/23/2019
Contact:	Sharon Rothwell
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 592-6758
Deadline for Questions	10/3/2019 @ 2:00 PM (PDT)
Submittal Date	10/11/2019 2:00 PM (PDT)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE
'RFP 87747 INFORMATION TECHNOLOGY CONTRACT STAFFING SERVICES' IN THE
SUBJECT LINE

NWSA / PORT OF TACOMA
Request for Proposals (RFP) # 87747
INFORMATION TECHNOLOGY CONTRACT STAFFING SERVICES

The NWSA / Port of Tacoma is soliciting proposals from firms interested in providing Information Technology Contract Staffing Services on an as-needed basis.

A. BACKGROUND

The NWSA is an operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fourth-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.

The NWSA is governed by the two ports as equal Managing Members, with each Managing Member consisting of the five commissioners in each port. Each port's commissioners are elected at large by the citizens of their respective counties. To learn more about the NWSA visit www.nwseaportalliance.com. To learn more about the Port of Tacoma visit www.portoftacoma.com.

The Port maintains several enterprise software applications and terminal operating systems, including IBM Maximo Asset Management, Microsoft Dynamics GP, Microsoft Dynamics 365 CRM, Microsoft SharePoint, Microsoft PowerBI, Kronos TeleStaff, ADP eTime, PDS Vista HRMS, PsiGen PsiSAFE, Esri ArcGIS, Prophix (CPM), Yardi Systems property management, Trimble e-Builder, Argonaut Systems Bellerophon, Tideworks iPro and other systems. Some systems are SaaS/cloud services and others are hosted by the Port in a hybrid cloud (Azure) and on-premises infrastructure.

The Port has an in-house Information Technology department with project management, infrastructure, support, technical, functional, and business process staff. On occasion, the Information Technology department requires additional human resources to supplement regular staff during peak workloads, to cover extended absences, or to provide specialized skillsets.

The technical resources anticipated to be required are listed below. Experience levels for each resource required will vary from Junior to Senior depending upon the specific engagement. Specific skills and experience needed will also vary depending upon the specific engagement:

- Project Manager
- Business Analyst
- Software Engineer
- Network Infrastructure Engineer
- Systems Infrastructure Engineer
- Database Analyst
- IT Support Specialist (helpdesk)
- Other IT Positions

We anticipate needing to utilize 3-4 contract resources per year with a duration from 3-11 months each. In the past 12 months we have filled 3 contract staffing positions using our currently contracted vendors. There are four staffing firms that were selected by the previous procurement which will be expiring and will be replaced by firms selected using this new procurement.

Attachment A to the RFP contains the Instructions and Information for proposing to the solicitation.

B. SCOPE OF SERVICES:

Through this RFP the Port may award up to five (5) IT Contract Staffing contracts to those firms (“firms”), who agree to Port Terms and Conditions (**Attachment D**, Sample Contract), through which Port Information Technology Contract Staffing requirements will be sourced. The duration of this arrangement is expected to be three (3) years with the option, at the Port’s discretion, to renew for an additional two (2) years for a total of five (5) years.

When the Port identifies a need for an Information Technology Contracting Resource a summary of the requirements will be sent to all selected staffing firms using a Project Service Order (PSO) form. The requirements will include a description of the engagement, skillset required, experience level required, expected duration, and any other pertinent information. **Attachment B** includes sample PSO forms to illustrate typical positions. These are examples only. Please do NOT include resumes for candidates with your submitted proposal for this RFP.

Within five (5) days of receipt of a PSO form for a staffing opportunity, selected firms will complete the Contractor section of the PSO form and submit it along with resumes of available, qualified, contract resources. The Port will review submitted resumes, and schedule interviews with shortlisted candidates. The Port will select the candidate who best fits the Port’s requirements, which will generally consist of a combination of experience, value, and cultural fit. If no sufficiently qualified candidates are received from the selected firms, the Port may then open the staffing opportunity to other firms.

Purchase Orders will be issued for individual Contract Staffing engagements.

C. DELIVERABLES:

Deliverables will vary based on the PSO.

D. 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 10 numbered pages (8 ½ by 11 inch) **including** the cover letter and all appendices. References (Attachment C) do not count toward the 10-page total. All pages shall be in portrait orientation with 1- inch margins. Font size shall be 11 point or larger. **Proposals that do not follow this format will not be reviewed.**

The cover letter shall include the RFP Title and Number, Name, Title, Email Address, Phone Number and Addresses of the Proposing Firm’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.

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

INITIAL EVALUATION PHASE

1. Qualifications & Experience -35 PTS

- Describe the history of the firm submitting the proposal, including length of time in business, business history including patterns of growth, mergers or acquisitions; length of time offering services similar to those proposed; office locations, etc.
- Describe the number, size and type of customers; number of actively placed Contract resources; market/vertical specializations, etc.
- Describe the factors that differentiate the firm submitting the proposal from other contract staffing firms.
- Submit three (3) references with whom you have a current contract using the form at **Attachment C**.

2. Staffing Approach -35 PTS

- Describe the approach your firm will use to evaluate candidates to ensure they are a good match for a position prior to submitting them to the NWSA/Port for consideration.
- Include a summary of innovative ideas and suggestions for enhancing the scope of services.
- Assumptions and Risks: Define the assumptions made regarding accomplishing the Scope of Services. Define the factors the firm believes are risks to the successful completion of the Scope of Services.
- Coordination & Communication: Provide a plan for communications and coordination between the firm and the Port.

3. Rates -30 PTS

Use the Rate Sheet form in **Attachment E** to specify low (junior) to high (senior) range of rates, for each of the resource types listed below. Rates **must** be fully burdened to include, but not limited to, hourly rates, administrative overhead, travel, lodging, per diem, etc., and be valid for at least one year. Annual adjustments will be based on the CPI-U:

- Project Manager
- Business Analyst
- Software Engineer
- Network Infrastructure Engineer
- Systems Infrastructure Engineer
- Database Analyst
- IT Support Specialist (helpdesk)

Rates will be evaluated by **averaging the high range** of the rates submitted for each resource type. Points will be normalized and the firm with the lowest overall average will receive the maximum points available.

FINAL EVALUATION PHASE (if applicable)

4. Interviews (as requested by the Port) - 100 PTS

If an award is not made based on the written evaluations alone, interviews will be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. If interviews are conducted, they will be held at the Port of Tacoma, Tacoma, WA. Travel costs will not be reimbursed for the interview.

Attachments:

- Attachment A – Instructions for Proposers
- Attachment B – Project Service Order (PSO) Form Samples
- Attachment C – Reference Questionnaire
- Attachment D – Sample contract/terms and conditions
- Attachment E – Rate Sheet

ATTACHMENT A - INSTRUCTIONS FOR PROPOSERS

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'; Procurement and then finding RFP Number (87747) and RFP Title.

When viewing the details page for this procurement on the Port's Website firms may subscribe to the Holders List.



Detailed instructions for subscribing to the Holder's List for Port of Tacoma Procurements are available [here](#).

By subscribing to the Holders List, firms will automatically be notified when new documents or changes relating to this procurement occurs.

COMMUNICATION / INQUIRES

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

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

PRE-PROPOSAL CONFERENCE

The Port will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted above.

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 Holders List.

SUBMITTAL PROCESS

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

procurement@portoftacoma.com.
Name of Firm, RFP Title (Subject Line)

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

***Late RFP's will not be accepted by the Port. RFPs received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

EVALUATION AND AWARD PROCESS

An evaluation team will review the RFPs and evaluate all responses received based upon the criteria in the RFP. The Port may request clarifications or additional information, if needed. A selection may be made based on the RFP's and initial evaluation criteria alone or the firms determined to be most qualified through the initial evaluation phase may be invited in for interviews and the final determination for short listed firms will be based on reference checks and/or interviews.

The Port intends to select the proposed Team which represents the most qualified team to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Proposer will be invited to enter into contract negotiations with the Port. Should the Port and the selected Proposer not mutually agree, the Port will terminate negotiations and move to the next highest ranked team and proceed with negotiations.

The Port reserves the right to accept or reject any 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 RFPs submitted as non-responsive or non-responsible.

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

PUBLIC DISCLOSURE

RFPs submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by anyone requesting the document under a Public Records Request following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is executed between the Port and the selected Proposer.

If a firm considers any portion of its response to be protected under the law, the firm shall clearly identify each such portion with words such as "CONFIDENTIAL", "PROPRIETARY" or "BUSINESS 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 firm of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other 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 response. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port because of actions taken under such procedure.

ATTACHMENT B – SAMPLE PSO FORMS

SAMPLE #1

Port of Tacoma Contracted Information Technology (IT) Services Project Service Order (PSO)

It is mandatory for all Contractors contracted for the required IT service below to respond to this PSO within five (5) working days. Failure to do so may result in the Contractor's candidates being eliminated for consideration for this position procurement. The Port will provide the information requested in the green fields below. Contractors are to provide the information requested in the blue fields below for each candidate submitted for consideration.

All pricing is firm/fixed. Contractors may not exceed maximum price proposed on the Agreement. Firm/Fixed pricing may be re-negotiated annually for those PSOs exceeding one (1) year but may not at any time exceed the maximum price.

Port

Name	Section	PSO Identification Number
Janaya Smith	Information technology	097
Contact Name	Contact Phone Number	Contact Email Address
Josh Smith	123-456-7890	Jsmith3232@portoftacoma.com
Service Category	Service Required	
SharePoint Support and Development (Software Engineer)	Contract Staffing	
Estimated Start Date	Estimated Completion Date	Estimated Total Hours
7/15/19	Maximum six months duration, on a month-to-month basis.	1040

Project Scope (Description of work needed. Additional background check requirements are to be added here.)

The Port of Tacoma is seeking a temporary Software Engineer to support our Microsoft SharePoint Online environment. The Port has recently migrated SharePoint to the Office 365/Online environment and a significant user demand currently exists to develop SharePoint sites and functionality. The Port is also currently recruiting for a regular full-time position to fulfill these (and additional) responsibilities, and this temporary position will be on a month-to-month basis until the regular full-time position is filled.

The temporary position will work with SharePoint system users, translate their business needs into system designs, and develop and implement solutions. The role will also perform and coordinate system administration, support, operations, and maintenance activities to ensure SharePoint operates reliably and securely.

Expected Deliverables

Works with SharePoint users one-on-one and in small groups to analyze and understand business problems and user requirements.

Envision and design appropriate SharePoint sites and solutions.

Develops moderately complex SharePoint sites and solutions.

Specific Skills Required (Programming languages, databases, operating systems, etc.)

A minimum of five years of SharePoint development and support experience with analysis and enhancement responsibilities required.

Knowledge of the capabilities of the Microsoft SharePoint platform, and experience leveraging these capabilities to enhance business collaboration, communication and efficiency.

Skilled at developing Microsoft SharePoint Online/Office 365 solutions.

Skilled at working collaboratively with system users to elicit requirements, develop designs, and implement solutions.

Ability to translate business requirements and business process analyses into system specifications and designs.

Excellent troubleshooting and problem-solving skills.

Good written and verbal communications.

Excellent customer service skills.

Contractor

Contract Number	Company Name	Contact Name	
Contact Phone Number	Contact Email Address	Hourly Rate Proposed	
PSO Hours Proposed	Proposed Start Date	PSO Proposed Total Cost	
Resource(s) Proposed (Attach the resume of the proposed resource and include a summary of the proposed resource below to explain why they would be a good match for this PSO.)			

The following is to be completed once the Port has selected the Contractor who will fulfill the PSO.

PSO Not to Exceed Amount _____

By signing below, the parties understand that this PSO is subject to the Contract (Contract # _____) between the Port of Tacoma and the Contractor, the requirements of this PSO, and the Contractor's response to this PSO. In the event of any conflict between the language contained in the original Agreement and this PSO, the language contained in the original Contract will prevail. Electronic signatures in the form of electronic mail shall have the same effect.

Port

Name		Authorizing Signature	
Printed Name	Title	Date	

Contractor

Contractor Company Name		Authorizing Signature	
Printed Name	Title	Date	

_____ **Internal Use Only** _____

Budget Approval

Authorizing Signature	Printed Name	Title	Date

SAMPLE #2
Port of Tacoma
Contracted Information Technology (IT) Services
Project Service Order (PSO)

It is mandatory for all Contractors contracted for the required IT service below to respond to this PSO within five (5) working days. Failure to do so may result in the Contractor's candidates being eliminated for consideration for this position procurement. The Port will provide the information requested in the green fields below. Contractors are to provide the information requested in the blue fields below for each candidate submitted for consideration.

All pricing is firm/fixed. Contractors may not exceed maximum price proposed on the Agreement. Firm/Fixed pricing may be re-negotiated annually for those PSOs exceeding one (1) year but may not at any time exceed the maximum price.

Port

Name	Section	PSO Identification Number
Jackie Smith	Information technology	098
Contact Name	Contact Phone Number	Contact Email Address
Jimmy Smith	123-456-7890	Jsmith5454@portoftacoma.com
Service Category	Service Required	
Business Analyst	Contract Staffing	
Estimated Start Date	Estimated Completion Date	Estimated Total Hours
7/15/19	5/15/20	1800

Project Scope (Description of work needed. Additional background check requirements are to be added here.)

The Port of Tacoma is seeking a Senior Business Analyst (BA) to support multiple IT system implementation projects. Through the comprehensive analysis of As-Is business processes, including systems, data, and human resource components, and the design of To-Be solutions for these elements, this role is instrumental in ensuring business processes and system functionality are updated and implemented successfully.

The Sr. Business Analyst leads and facilitates cross functional collaboration, and works with IT, process owners, organizational leadership, project management, and functional experts. Utilizing proven methodologies, the Sr. Business Analyst is responsible for analyzing, documenting and communicating process changes and functional system requirements. Through the utilization of techniques including As-Is Process Mapping, To-Be Process Mapping, Gap Analyses and solution envisioning, the incumbent ensures that the entirety of process and business change is understood, and the risk associated with introduction of new systems or changes to existing systems is minimized.

Expected Deliverables

Undertakes Business Analysis initiatives for new IT system implementation and modifications to existing IT systems. Performs detailed As-is, To Be, and Gap Analysis activities to define current business processes and map potential future processes and gaps.

Determines and defines the Business Analysis methodologies to be utilized and deliverables to be developed for complex initiatives.

Actively facilitates meetings with diverse staff groups to elicit process details and define system requirements.

Develops comprehensive Business Analysis documentation and deliverables for multiple and diverse IT system implementation projects.

Undertakes solution envisioning and partners with IT staff to design system solutions that meet process and technical requirements.

Communicate process recommendations through formal presentations, interactive discussions or small focus groups.

May perform some project management functions for assigned initiatives.

Specific Skills Required (Programming languages, databases, operating systems, etc.)

Minimum education requirement: Bachelor's degree

Certified Business Analysis Professional (CBAP) Certification desirable.

Project Management Professional (PMP) Certification desirable.

Must possess a minimum of five (5) years of responsible business analysis and process design experience. Experience must demonstrate successful ability work with diverse stakeholders to identify and document requirements for complex IT systems and identify and document business process changes that would be needed as a result of new or changed systems. Must have experience in delivering formal presentations and in facilitating small to medium size work groups. Project Management experience with software implementation is also desired.

Must have excellent interpersonal and technical skills.

Must have the ability to work with both technical and non-technical individuals and communicate clearly and effectively.

Must thrive in a fast paced, results oriented and collaborative environment.

Must have strong attention to detail and data.

Must have ability to organize, prioritize work, meet strict deadlines and work both independently and in teams.

Must have excellent planning skills.

Must have the ability to understand issues, analyze options and articulate a course of action to a wide variety of individuals.

Must have knowledge of SDLC, Agile, Six Sigma and Lean methodologies.

Contractor

Contract Number	Company Name	Contact Name	
Contact Phone Number	Contact Email Address	Hourly Rate Proposed	
PSO Hours Proposed	Proposed Start Date	PSO Proposed Total Cost	
Resource(s) Proposed (Attach the resume of the proposed resource and include a summary of the proposed resource below to explain why they would be a good match for this PSO.)			

The following is to be completed once the Port has selected the Contractor who will fulfill the PSO.

PSO Not to Exceed Amount _____

By signing below, the parties understand that this PSO is subject to the Contract (Contract # _____) between the Port of Tacoma and the Contractor, the requirements of this PSO, and the Contractor's response to this PSO. In the event of any conflict between the language contained in the original Agreement and this PSO, the language contained in the original Contract will prevail. Electronic signatures in the form of electronic mail shall have the same effect.

Port

Name		Authorizing Signature	
Printed Name	Title	Date	

Contractor

Contractor Company Name		Authorizing Signature	
Printed Name	Title	Date	

_____ **Internal Use Only** _____

Budget Approval

Authorizing Signature	Printed Name	Title	Date

SAMPLE #3
Port of Tacoma
Contracted Information Technology (IT) Services
Project Service Order (PSO)

It is mandatory for all Contractors contracted for the required IT service below to respond to this PSO within five (5) working days. Failure to do so may result in the Contractor's candidates being eliminated for consideration for this position procurement. The Port will provide the information requested in the green fields below. Contractors are to provide the information requested in the blue fields below for each candidate submitted for consideration.

All pricing is firm/fixed. Contractors may not exceed maximum price proposed on the Agreement. Firm/Fixed pricing may be re-negotiated annually for those PSOs exceeding one (1) year but may not at any time exceed the maximum price.

Port

Name	Section	PSO Identification Number	
Jane Smith	Information Technology	099	
Contact Name	Contact Phone Number	Contact Email Address	
Jeb Smith	123-456-6543	jsmith6565@portoftacoma.com	
Service Category	Service Required		
Project Management	Contract Staffing		
Estimated Start Date	Estimated Completion Date	Estimated Total Hours	
3/1/2019	2/1/2020 (project duration estimated at 11 months)	1800	

Project Scope (Description of work needed. Additional background check requirements are to be added here.)

The Port of Tacoma is seeking an IT Project Manager to manage multiple IT system upgrade and/or system implementation projects. The projects require a pragmatic and flexible style of project management, coupled with the ability to effectively develop and manage from a project plan. Excellent communication, coordination, facilitation and organization skills will be essential for success. Strong technical writing skills are required to develop project documentation including requirements, training materials, policy and procedure documents, RFP's, test scripts, communication plans, etc. Vendors provide the technical resources for many of these projects, so solid vendor relationship management skills are required. The Project Manager may also be assigned to manage the phases of additional implementation, upgrade, or design projects that are currently in progress as required.

Expected Deliverables

Projects successfully delivered to agreed scope, schedule and budget.

Thoroughly researched, considered and agreed project planning deliverables.

Effectively managed and communicated project risks and issues.

Project management artifacts, including charters, WBS, status reports, budgets, project logs, etc.

Other technical artifacts, including policy documents, procedure documents, training materials, etc.

Specific Skills Required (Programming languages, databases, operating systems, etc.)

A minimum of five years of experience with IT project management, primarily managing complex infrastructure, networking, COTS and SaaS software implementation and upgrade projects.

Bachelor's degree required. Candidates without Bachelor's degrees will not be considered.

PMP Certification required. Candidates without a current PMP Certification will not be considered.

Must possess a flexible, patient, collaborative and creative approach, and be able and willing to do whatever it takes to ensure project success.

Experience and skilled at writing technical documentation. Documentation will include project management deliverables and artifacts including project charters, test plans, test cases, project requirement documentation, training documentation, and status reports. Experience coordinating and managing infrastructure roll-outs is desired.

Excellent communication and collaboration skills required, including the ability to work effectively with technical and management resources at both the Port and vendors. Must possess the ability to translate complex requirements and technical language between technical and non-technical stakeholders.

Experience in developing, updating, and managing projects to a Project Plan reflecting a projects Work Breakdown Structure (WBS), deliverables, tasks, task dependencies, schedule, and resource assignments required.

Experience with Budget Management.

Vendor management, including managing vendor relationships, accountability and deliverables working closely with vendor Project Managers to coordinate project tasks, dependencies and deliverables.

Experience managing projects that are funded with federal grant funds is desired.

Contractor

Contract Number	Company Name	Contact Name
Contact Phone Number	Contact Email Address	Hourly Rate Proposed
PSO Hours Proposed	Proposed Start Date	PSO Proposed Total Cost
Resource(s) Proposed (Attach resumes of all proposed resources.)		

Contractors are to respond below to the Scope and Required Deliverables, demonstrating their understanding of the Port's requirement. The Scope of Work Response and the Hourly Rate Proposed will be evaluated, and a Contractor selected to provide the service.

The following is to be completed once the Port has selected the Contractor who will fulfill the PSO.

PSO Not to Exceed Amount _____

By signing below, the parties understand that this PSO is subject to the Contract (Contract # _____) between the Port of Tacoma and the Contractor, the requirements of this PSO, and the Contractor's response to this PSO. In the event of any conflict between the language contained in the original Agreement and this PSO, the language contained in the original Contract will prevail. Electronic signatures in the form of electronic mail shall have the same effect.

Port

Name		Authorizing Signature	
Printed Name	Title	Date	

Contractor

Contractor Company Name		Authorizing Signature	
Printed Name	Title	Date	

_____ **Internal Use Only** _____

Budget Approval

Authorizing Signature	Printed Name	Title	Date

SAMPLE #4
Port of Tacoma
Contracted Information Technology (IT) Services
Project Service Order (PSO)

It is mandatory for all Contractors contracted for the required IT service below, to respond to this PSO within five (5) working days. Failure to do so may result in submitted candidates being removed from consideration. The Port will provide the information requested in the green fields below. Contractors are to provide the information requested in the blue fields on the next page.

All pricing is firm/fixed. Contractors may not exceed maximum price proposed on the Agreement. Firm/Fixed pricing may be re-negotiated annually for those PSOs exceeding one (1) year, but may not at any time exceed the maximum price.

Port

Name Jason Smith	Section Information Technology	PSO Identification Number 0133
Contact Name Jodie Smith	Contact Phone Number 253 428 8648	Contact Email Address Jsmith389384@portoftacoma.com
Service Category Network Infrastructure Engineer	Service Required Contract Staffing	
Estimated Start Date 11/15/2017	Estimated Completion Date 6 months	Estimated Total Hours 1040

Project Scope (Description of work needed. Additional background check requirements are to be added here.)

The Port of Tacoma is seeking a temporary Network Infrastructure Engineer to provide tier 1 level support for the installation, administration, and support of an enterprise class IT network infrastructure.

Expected Deliverables

Responsible for providing support of multi-protocol routers, multi-layer switches, network devices and network management systems. Responsible for Tier I level support for installation, administration, and support of an LAN/WAN, systems at multiple sites.

Acts as a contributor and technical resource on infrastructure projects. Serves as technical lead and primary support on infrastructure projects.

Acts as Tier 1 support to assist other parts of the IT department in resolution of faults. Analyze and resolve faults on the network to meet defined services levels.

Performs duties associated with the setup and operation of Windows Active Directory, domain controllers, DNS/DHCP physical and software firewalls, encryption devices and multi-factor authentication.

Specific Skills Required (Programming languages, databases, operating systems, etc.)

Requires basic knowledge of IT infrastructure technologies including network equipment and software from Cisco and Microsoft, and storage, server and backup equipment and software from HP. Have working knowledge of TCP/IP internetworking, and LAN/WAN connectivity.

Minimum of a college degree, with course emphasis in a computing or business-related field.

Professional Certifications required and desired include:

- Cisco certifications – Expert level (CCIE) or Professional level (CCSP, CCNP, CCIP, CCDP), required
- CISSP - Certified Information Systems Security Professional, desired
- MCSE - Microsoft Certified Systems Engineer, desired

Previous experience with ITIL/ITSM processes required, certification desired.

Previous job experience required should include a minimum of 3-7 years of increasingly responsible experience in this or in a related field. An expert level of proficiency in enterprise level infrastructure solutions and equipment is required.

Extensive experience with a wide range of networking equipment, including advanced knowledge and skills relating to Switches, Routers, Firewalls, CSS's, ACS's, Wireless devices, etc. This experience should primarily be with equipment manufactured by Cisco.

Extensive experience with Microsoft Windows Server 2003 and 2008. Experience in data center technologies is required.

Excellent customer service skills.

Contractor

Contract Number	Company Name	Contact Name	
Contact Phone Number	Contact Email Address	Hourly Rate Proposed	
PSO Hours Proposed	Proposed Start Date	PSO Proposed Total Cost	
Resource(s) Proposed (Attach resumes of all proposed resources.)			

Contractors are to respond below to the Scope and Required Deliverables, demonstrating their understanding of the Port's requirement. The Scope of Work Response and the Hourly Rate Proposed will be evaluated, and a Contractor selected to provide the service.

Response to Project Scope and Required Deliverables

The following is to be completed once the Port has selected the Contractor who will fulfill the PSO.

PSO Not to Exceed Amount _____

By signing below, the parties understand that this PSO is subject to the Contract (Contract # _____) between the Port of Tacoma and the Contractor, the requirements of this PSO, and the Contractor's response to this PSO. In the event of any conflict between the language contained in the original Agreement and this PSO, the language contained in the original Contract will prevail. Electronic signatures in the form of electronic mail shall have the same effect.

Port

Name		Authorizing Signature	
Printed Name	Title	Date	

Contractor

Contractor Company Name		Authorizing Signature	
Printed Name	Title	Date	

_____ **Internal Use Only** _____

Budget Approval

Authorizing Signature	Printed Name	Title	Date

SAMPLE #5
Port of Tacoma
Contracted Information Technology (IT) Services
Project Service Order (PSO)

It is mandatory for all Contractors contracted for the required IT service below, to respond to this PSO within five (5) working days. Failure to do so may result in submitted candidates being removed from consideration. The Port will provide the information requested in the green fields below. Contractors are to provide the information requested in the blue fields on the next page.

All pricing is firm/fixed. Contractors may not exceed maximum price proposed on the Agreement. Firm/Fixed pricing may be re-negotiated annually for those PSOs exceeding one (1) year, but may not at any time exceed the maximum price.

Port

Name Jason Smith	Section Information Technology	PSO Identification Number 0198
Contact Name Jodie Smith	Contact Phone Number 253 428 8648	Contact Email Address Jsmith389384@portoftacoma.com
Service Category Systems Infrastructure Engineer	Service Required Contract Staffing	
Estimated Start Date 11/15/2017	Estimated Completion Date 9/15/2018	Estimated Total Hours 1800

Project Scope (Description of work needed. Additional background check requirements are to be added here.)

The Port of Tacoma is seeking a temporary Systems Infrastructure Engineer to provide installation, administration, and support of an enterprise class IT systems infrastructure, utilizing expert level skills with standard systems hardware and software..

Expected Deliverables

This position is responsible for the maintenance and support of an enterprise class IT Infrastructure, conducting hands on troubleshooting, configuration, installation, testing, and administration of infrastructure components utilizing expert level skills with Microsoft Windows Server networking software, HP Server and Storage Hardware, and associate level Cisco network support.

This position will be responsible for the management of multiple SAN's, servers, backup/restore and telecommunication systems.

In collaboration with IT management, the Systems Infrastructure Engineer is responsible for the IT Infrastructure, incorporating factors such as business goals and requirements, cost, IT strategies and technical standards, and system security, redundancy, scalability, and disaster recovery requirements.

The Systems Infrastructure Engineer evaluates and recommends changes to the IT infrastructure on an ongoing basis as relevant technologies develop and business requirements change, ensuring infrastructure designs meet performance and uptime requirements.

Performs as enterprise Backup and Restore Administrator and is responsible to create, schedule, and manage backup jobs for nightly incremental and weekly full backups. This includes daily tape rotation and coordination with the co-location data center. Ensures backups are comprehensive and ensures backup integrity. Advanced knowledge is required for log review and system troubleshooting.

In conjunction with other stakeholders, and in balance with organizational and business needs, ensures the optimum level of security for all components of the Port's IT infrastructure.

Performs other duties as assigned.

Specific Skills Required (Programming languages, databases, operating systems, etc.)

This position requires a combination of technical planning, design skills, and expert hands on implementation and support skills.

Specific in depth knowledge of IT infrastructure technologies including storage, server and backup equipment and software from HP and network equipment and software from Microsoft and Cisco.

Specific in depth knowledge of all aspects of TCP/IP internetworking.

High level knowledge and understanding of LAN and WAN connectivity.

Minimum education required is as follows:

A college degree, with course emphasis in a computing or business related field.

Professional Certifications required and desired include:

- MCSE - Microsoft Certified Systems Engineer, required
- MCP – Microsoft Certified Professional, required
- Cisco certifications – Associate Level (CCNA), desired
- HP certifications – SAN switches and blade servers, required

Previous experience with ITIL/ITSM processes required, certification desired.

Previous job experience required should include a minimum of 5-7 years of increasingly responsible experience in this or in a related field. An expert level of proficiency in enterprise level infrastructure solutions and equipment is required.

Extensive experience with Microsoft Windows Server 2003 and 2008. Experience with Microsoft Exchange 2007 and 2010.

Experience in enterprise technologies and fields including SAN's, clustering, data center technologies, enterprise backup, etc, is required.

Excellent customer service skills. Be results oriented, process oriented, and a collaborative team player.

Contractor

Contract Number	Company Name	Contact Name
Contact Phone Number	Contact Email Address	Hourly Rate Proposed
PSO Hours Proposed	Proposed Start Date	PSO Proposed Total Cost
Resource(s) Proposed (Attach resumes of all proposed resources.)		

Contractors are to respond below to the Scope and Required Deliverables, demonstrating their understanding of the Port's requirement. The Scope of Work Response and the Hourly Rate Proposed will be evaluated, and a Contractor selected to provide the service.

Response to Project Scope and Required Deliverables	

The following is to be completed once the Port has selected the Contractor who will fulfill the PSO.

PSO Not to Exceed Amount _____

By signing below, the parties understand that this PSO is subject to the Contract (Contract # _____) between the Port of Tacoma and the Contractor, the requirements of this PSO, and the Contractor's response to this PSO. In the event of any conflict between the language contained in the original Agreement and this PSO, the language contained in the original Contract will prevail. Electronic signatures in the form of electronic mail shall have the same effect.

Port

Name		Authorizing Signature	
Printed Name	Title	Date	

Contractor

Contractor Company Name		Authorizing Signature	
Printed Name	Title	Date	

_____ **Internal Use Only** _____

Budget Approval

Authorizing Signature	Printed Name	Title	Date

ATTACHMENT C - REFERENCES QUESTIONNAIRE

INSTRUCTIONS TO THE PROPOSER:

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

References not received prior to the RFP Closing Date and time will receive a score of "0" for that reference. References outside the (3 years) (see paragraph above), and references determined to be not of a similar nature to the products or services requested by this RFP will also receive a score of zero (0) points. **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information and any additional information provided by the reference.**

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 submission of all questionnaires. Proposers may e-mail the Procurement Representative prior to the RFP closing date to verify receipt of references.

**REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP Number: 087747
RFP Title: Information Technology Contract Staffing Services**

REFERENCE NAME

(Company/Organization): _____

PROPOSER NAME (Company/Organization): _____ has submitted a proposal to the Port of Tacoma, provide the following services: **Information Technology Contract Staffing Services**. 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: Sharon Rothwell

E-mail: procurement@portoftacoma.com
5. This completed document **MUST** be received no later than **10/11/2019 at 2:00 p.m. (PDT)**. 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.

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale	
Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the firm's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this firm:

10 9 8 7 6 5 4 3 2 1 0

3. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

4. Rate the knowledge of the firm's assigned staff and their ability to accomplish duties as contracted:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the accuracy and timeliness of the firm's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

6. Rate the firm's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the firm's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the likelihood of your company/organization recommending this firm to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of the services provided by this firm for your business:

2. During what time period did the firm provide these services for your business?

Month: _____ Year: _____ to Month: _____ Year: _____

Section III. 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 D SAMPLE Contract / Terms & Conditions

(Do NOT fill out and include with proposals. This is a SAMPLE that includes the Port's terms and conditions that all **selected** firms will be required to agree to.)

Port of Tacoma CONTRACT FOR

This Contract is made effective _____ (the "Effective Date"), and entered into by and between the Port of Tacoma ("Port"), a Washington municipal corporation; and _____ ("Contractor"), a **corporation** of the State of _____, and authorized to do business in the State of Washington.

Contractor Business	
Name of Representative	
Contractor Address	
Contractor Phone	
Contractor Fax	
Contractor E-mail	

WHEREAS, the purpose of this contract is to provide the Port of Tacoma with Information Technology staffing Services; and

WHEREAS, Contractor was selected as a result of a Request for Proposal process initiated _____ 20-____; and

WHEREAS, funds for this purpose are authorized through Port of Tacoma annual budget;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, Port of Tacoma and Contractor mutually agree as follows:

- Entire Agreement:** This Contract, including all attachments, amendments and subsequently issued change notices, comprises the entire agreement between The Port and the Contractor. The Request for Proposal ("RFP"), Addenda, and Contractor's Proposal are explicitly included as Attachments. Where there are conflicts between these documents, the controlling document will first be this Contract as amended, then the Contractor's proposal, the RFP and Addenda.
- Term of Contract**
This contract shall be for three (3) years, with one extension two-year extension, for a total of 5 years. Such extensions shall be mutual with written confirmation from the Port to the Contractor, unless the Port provides the Contractor advance notice of the intention to not renew. Such notice shall be given prior to the otherwise automatic renewal date.
- Time of Beginning and Completion**
Contractor shall begin the work stated in the "Scope of Work" ("work") section upon receipt of written notice to proceed from the Port. The Port will acknowledge in writing when work is complete. Time limits established pursuant to this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the Port, in writing, for its convenience or for

conditions beyond Contractor's control. Time is of the essence.

4. Scope of Work

Contractor shall provide the following products and/or services as specified below and/or as attached. These services shall be termed "work" herein. [See RFP scope of work]

5. Limits of Sales to Authorized Products and Services

Contractor has responsibility to limit sales to those products or services authorized within the contract, whether authorized by changes and amendments or stated within the original contract scope. The Contractor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the Port. If the Contractor has consistent sales of unauthorized products or services, the Port reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Contractor payments on "hold" for all incoming invoices while the Port determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.

6. Payment/Payment Procedures

The Port agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance. Payment shall only be made for services performed and/or product delivered, after receipt, review, and authorization by the Port. Such payment shall be made according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the Port's receipt and acceptance of the goods or completion and acceptance of the services. Computation of Payment periods will be from either the date of delivery and acceptance of all goods ordered, the acceptance by the Port of completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars.

7. Invoices

Invoices must show line item detail and price for each. Invoices must provide the Contract or Purchase Order Number. If the pricing structure is based upon a discount below list, or a mark-up above cost, then the Contractor must provide a method for tracking the cost of the item to the Port, with the Port discount calculation displayed so that pricing discounts can be easily tracked and verified by the Port.

For contracts where prevailing wages are required, the Contractor must include a statement that certifies Prevailing Wages have been paid for the Contractor and Subcontractors, if any. If it is to be the final payment, there must be an approved affidavit for the Contractor and Subcontractors before payment is made.

8. Taxes, Fees and Licenses

A. Fees and Licenses: Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges, and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

B. Taxes: Where required by state statute, ordinance or regulation, Contractor shall pay for and

maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, The Port agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and The Port agrees to furnish Contractor with an exemption certificate where appropriate.

- C. Contractor is to calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax computation is to be on new items after deduction of any trade-in, in accordance with WAC 458-20-247.
9. Anti-Trust: Seller and Buyer recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Buyer. Therefore, Seller hereby assigns to the Buyer any and all claims for such overcharges.

10. Pricing

Pricing shall be subject to the following terms. This is in addition to required annual Prevailing Wage adjustments instructions when specified elsewhere within this solicitation. The Contracts and Purchasing representative may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Contract Administrator. Changes (whether increases or decreases) may only be issued by the Contract Administrator. No other individual or Port Department has authorization to approve such modifications. The Contract Administrator shall issue price changes in writing. Absent a written contract document, such changes shall not be considered effective.

Hourly Rates or Service Pricing: For multi-year contracts that provide services. The Contractor may submit a price reduction that implements a lower and more favorable cost to the Port at any time during the contract. Contractor requests for rate increases must be no sooner than one year after contract signature, are at the discretion of the Contracts and Purchasing; and must be:

- a. The direct result of increases to wage rates and do not exceed the CPI Index or other appropriate service rate index agreed upon between the Contracts and Purchasing and the Contractor.
- b. Incurred after contract commencement date.
- c. Not produce a higher profit margin than that on the original contract.
- d. Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
- e. Be filed with Contract Administrator a minimum of 90 calendar days before the effective date of proposed increase.
- f. Be accompanied by detailed documentation acceptable to the Contracts and Purchasing sufficient to warrant the increase.
- g. The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the CPI Data is available at http://data.bls.govpdg/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0400SA0,CUUS0400SA0.
- h. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- i. Should not deviate from the original contract pricing scheme/methodology

The Port will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the Port has accepted the higher price and amended the contract, otherwise the invoice may be rejected and returned to the Contractor for corrections.

11. Identification

Place Contract or Purchase Order numbers on all invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting the contract or the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

12. Charges for Handling

No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.

13. Contract Notices, Deliverable Materials and Invoices Delivery

The Port of Tacoma agent for Contract changes shall be the Port of Tacoma Contracts and Purchasing named below, hereinafter referred to as "Contract Administrator." Contract notices such as change requests, shall be delivered to Contract Administrator at the following addresses (or such other address as either party may designate in writing):

If delivered by the U.S. Postal Service, it must be addressed to:

Sharon Rothwell
Port of Tacoma
Contracts and Purchasing
PO Box 1837
Tacoma, WA 98401-1837

If delivered by other than the U.S. Postal Service, it must be addressed to:

Sharon Rothwell
Port of Tacoma
Contracts and Purchasing
1 Sticum Plaza
Tacoma, WA 98421

Phone: (253) 592-6758
Fax: (253) 597-7573
E-Mail: srothwell@portoftacoma.com

Project work, invoices, and communications shall be delivered to cpinvoices@portoftacoma.com

Port of Tacoma, [Department]
Attention:
Address: PO Box 1837
Tacoma, WA 98401-1837
Phone:
E-mail:

14. Representations

Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

15. Warranties

Contractor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.

The Contractor shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage, or failure for a minimum of ninety (90) days after the date of final

acceptance and without cost to the Port for labor, materials, parts, installation, or any other costs except where longer periods of warranty of guarantees are specified.

16. Independent Contractor

An independent Contractor relationship is created by this contract. The Seller or its employees or agents performing under this contract are not employees or agents of the Port of Tacoma. Conduct and control of the work will be solely with the Seller.

17. Inspection

The Work shall be subject, at all times, to inspection by and with approval of the Port, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding The Port's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

18. Title, Risk of Loss, Freight, Overages or Underage's

Title of goods received under this contract shall remain with the Contractor until they are delivered to the address specified, at which time title passes to The Port. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligations under. Prices include freight prepaid and allowed. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

19. Performance

Acceptance by The Port of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

20. Affirmative Efforts for Utilization of Women and Minority Subcontracting and Employment, Nondiscrimination in providing services

Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

21. Assignment and Subcontracting

Contractor shall not assign or subcontract any of its obligations under this Contract without the Port's written consent, which may be granted or withheld in The Port's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract. The Port's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

22. Key Persons and Subcontractors

Contractor shall not transfer, reassign, or replace any individual or Subcontractor that is determined to

be essential, without express written consent of the Port. If during the term of this Contract, any such individual leaves the Contractor's employment or any named Subcontractor is terminated for any reason, the Contractor shall notify the Port and seek approval for reassignment or replacement with an alternative individual or Subcontractor. Upon the Port's request, the Contractor shall present to The Port, one or more Subcontractors, or individual(s) with greater or equal qualifications as a replacement. The Port's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

23. Publicity

No news release, advertisement, promotional material, tour, or demonstration related to The Port's purchase or use of the Contractor's product or services performed pursuant to this Contract shall be produced, distributed, or take place, without the prior, specific written approval of the Port's Project Manager or his/her designee.

24. Proprietary and Confidential Information

A. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the Port, or that are used by the Port even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

B. If the Port receives a public disclosure request made pursuant to RCW 42.56, the Port will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the Port may notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor to file a lawsuit seeking an injunction preventing the release of documents pursuant to RCW 42.56.540. Providing any notification is a courtesy and is not an obligation on behalf of the Port. Unless the Contractor obtains and serves an injunction upon the Port before the close of business on the tenth business day after the date of the notification, the Port may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

C. If the Contractor does not obtain and serve an injunction upon the Port within 10 business days of the date of the Port's notification of the request, the Contractor is deemed to have authorized releasing the record.

D. The Contractor will fully cooperate with the Port in identifying and assembling records in case of any public disclosure request.

25. General Legal Requirements

A. General Requirement: Contractor, at no expense to The Port, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The Port; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Contractor shall specifically comply with the following requirements of this section.

B. Licenses and Similar Authorizations: Contractor, at no expense to The Port, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its

property, equipment and improvements; and taxes on the Contractor's interest in this Contract

26. American with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs or activities to The Port employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

27. OSHA/WISHA

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended. If the Contractor has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

28. Contract Work Hours and Safety Standards

For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29. Indemnification

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the Port harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the Port. As to the Port of Tacoma, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

30. Insurance.

Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance, as well as any other additional coverage requirements issued by the Port .

1. The Contractor shall procure and maintain during the life of this contract such insurance. It as shall protect it from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by itself, its agents, or by anyone directly or indirectly employed by either of them.

2. Certificates of all insurance shall be filed with the Port of Tacoma naming the Port of Tacoma as additional insured, and shall provide:
 - a. That the policies shall not be canceled, or the amount thereof reduced, without thirty- days (30) prior written notice to the Port of Tacoma, and
 - b. That thirty-day (30) prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.
3. The amount of such insurance shall not be less than:

Commercial General Liability Insurance, on an occurrence basis, including contractual liability and completed operations, in an amount of not less than One Million Dollars

 - a. (\$1,000,000.00) for bodily injury, including sickness, disease, and death at any time resulting therefrom, sustained by any person and for property damage;
 - b. Business Auto Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for damages because of bodily injury or property damage;
4. The Contractor shall procure and maintain insurance in accordance with the requirements of all applicable State and Federal Worker's Compensation Laws. Contractor shall furnish to the Port of Tacoma evidence of such insurance, including Employers Contingent Liability (Stop Gap) Insurance.

31. Contractual Relationship

The relationship of Contractor to The Port by reason of this Contract shall be that of an independent Contractor. This Contract does not authorize Contractor to act as the agent or legal representative of The Port for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of The Port or to bind The Port in any manner or thing whatsoever.

32. Federal Debarment for Primes and all Subcontractors

Contractor shall immediately notify the Port of any suspension or debarment or other action that excludes the Contractor and any Subcontractor from participation in Federal contracting. Contractor shall verify all Subcontractors that are intended and/or used by the Contractor for performance of Port work are in good standing and are not debarred, suspended, or otherwise ineligible by the Federal Government. Debarment shall be verified at System for Award Management <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf> The Contractor shall keep proof of such verification within the Contractor records.

33. Supervision and Coordination

Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein;
- Designate in its bid or proposal to The Port, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor; and
- Promote and offer to Purchasers only those materials, equipment, and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

34. No Conflict of Interest

Contractor confirms that Contractor does not have a business interest or a close family relationship with any Port officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

35. No Gifts or Gratuities

Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment,

favours, gifts, tickets, trips, favours, bonuses, donations, special discounts, work or meals) to any Port employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor.

36. Errors & Omissions: Correction

Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Contractor under this Contract. The Contractor, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Contractor services immediately upon notification by The Port. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract and shall be in addition to all other obligations and liabilities of the Contractor.

37. Intellectual Property Rights

Patents: Contractor hereby assigns to The Port all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to The Port, nor does The Port obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by The Port), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants The Port an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

Copyrights: For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to The Port a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for The Port under this Contract. If requested by The Port, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the Port in connection with the performance of the Work, shall be promptly delivered to the Port .

The Port may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by The Port, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

38. Interlocal Cooperation Act

RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows nonprofits to use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the Port of Tacoma, those agencies are eligible to purchase from Contracts established by the Port. Such agencies may ask Port of Tacoma Contractors to accept orders from the agency, citing the Port of Tacoma contract as the basis for the order. The Contractor may accept or decline such orders. If the Contractor accepts an order from another public agency using the Port of Tacoma contract as the basis, the Contractor agrees to sell additional items at the contract prices, terms, and conditions. The Port of Tacoma accepts no responsibility for the payment of the purchase price by other governmental agencies.

39. Expansion

Expansion of any resultant contract or Purchase Order may occur as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing unexpired Contract. Likewise, a one-time Purchase Order may be modified if the bid reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Modifications must be mutually agreed to. The only person authorized to make such agreements on behalf of the Port is the Contract Administrator. No other Port employee is authorized to make such written notices. Expansions must be issued in writing from Contract Administrator in a formal notice. The Contract Administrator will ensure the expansion meets the following criteria:

- (a) It could not be separately bid,
- (b) The change is for a reasonable purpose,
- (c) The change was not reasonably known to either the Port or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law);
- (d) The change is not significant enough to be reasonably regarded as an independent body of work;
- (e) The change could not have attracted a different field of competition; and
- (f) The change does not vary the essential identity or main purpose of the contract.

The Contract Administrator shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required.

Note: changes, which are not considered an expansion of scope, including an increase in quantities ordered the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by Contract Administrator to the Contractor.

40. 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 Contractor 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.

41. Termination

- A. For Cause: The Port may terminate this Contract if the Contractor is in material breach of any of the terms of this Contract, and such breach has not been corrected to The Port's reasonable satisfaction in a timely manner.
- B. For Port's Convenience: The Port may terminate this Contract at any time, without cause and for any reason including The Port's convenience, upon written notice to the Contractor.
- C. Non-appropriation of Funds: The Port may terminate this Contract at any time without notice due to non-appropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.
- D. Acts of Insolvency: The Port may terminate this Contract by written notice to Contractor. If the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any

proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

- E. Notice: The Port is not required to provide advance notice of termination. Notwithstanding, the Contract Administrator may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Contract Administrator until the effective date provided in the termination notice.
- F. Actions Upon Termination: In the event of termination not the fault of the Contractor, Contractor shall be paid for the services properly performed prior to the effective termination date that has been specified by the Contract Administrator, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. Contractor agrees that this payment shall fully and adequately compensate Contractor and all Subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, Contractor shall provide The Port with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The Port shall have the same rights to use these materials as if termination had not occurred.

42. Force Majeure – Suspension and Termination

This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

43. Workers Right to Know

“Right to Know” legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-839-300 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this RFP or contract bid and subsequent award must include with each delivery completed Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, importer, or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment-pending receipt of a legible copy of the MSDS/SDS. OSHA Form 20 is not

acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

44. Miscellaneous Provisions

- A. Amendments: No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the Port, except as otherwise authorized herein. The Port shall issue change notices to Contractor, and such notices shall take effect under the signature of the Port unless written objection of the notice is received by the Contractor upon their receipt of the change notice.
- B. Conflict: In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford The Port the maximum benefits.
- C. Liens, Claims and Encumbrances: All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if The Port requests a formal release of same shall be delivered to The Port.
- C. Binding Contract: This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.
- D. Applicable Law/Venue: This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Pierce County, Washington
- E. Remedies Cumulative: Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
- F. Captions: All titles, including sections or subsections, are for convenience only and do not define or limit the contents.
- G. Severability: Any term or provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.
- H. Waiver: No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither, the acceptance by the Port of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work, shall constitute a waiver by the Port of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by The Port, in writing. The Port 's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the Port 's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- I. Entire Contract: This document, along with any attachments and work orders, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of The Port and any officer, agency, employee or associate of the Contractor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

- J. Negotiated Contract: The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by respective legal counsel, and that terms and conditions are not construed against any party on the basis of such party's draftsmanship thereof.
- K. No personal liability: No officer, agent or authorized employee of the Port shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

(Contractor)

Port of Tacoma

By SAMPLE-ONLY-DO-NOT-SIGN
Signature _____
Date _____

By SAMPLE-ONLY-DO-NOT-SIGN
Signature _____
Date _____

(Printed Name)

Sharon Rothwell
Manager, Purchasing and Supplier Diversity

Title

ATTACHMENT E - Rate Sheet

Use this Rate Sheet to specify low (junior) to high (senior) range of hourly rates for each of the resource types listed below:

RESOURCE TYPE	LOW RANGE (JUNIOR LEVEL RESOURCE)	HIGH RANGE (SENIOR LEVEL RESOURCE)
PROJECT MANAGER	\$_____ to \$_____ per hour	\$_____ to \$_____ per hour
BUSINESS ANALYST	\$_____ to \$_____ per hour	\$_____ to \$_____ per hour
SOFTWARE ENGINEER	\$_____ to \$_____ per hour	\$_____ to \$_____ per hour
NETWORK INFRASTRUCTURE ENGINEER	\$_____ to \$_____ per hour	\$_____ to \$_____ per hour
SYSTEM INFRASTRUCTURE ENGINEER	\$_____ to \$_____ per hour	\$_____ to \$_____ per hour
DATABASE ANALYST	\$_____ to \$_____ per hour	\$_____ to \$_____ per hour
IT SUPPORT SPECIALIST (HELPDESK)	\$_____ to \$_____ per hour	\$_____ to \$_____ per hour

Rates **must** be fully burdened to include, but not limited to, hourly rates, administrative overhead, travel, lodging, per diem, etc., and be valid for at least one year. Annual adjustments will be based on the CPI-U.