



**PORT OF TACOMA  
REQUEST FOR PROPOSALS  
No. 071658**

**Maximo Azure Cloud Migration and Support**

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

<b>RFP INFORMATION</b>	
Contact:	Michelle Walker, Procurement
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253) 888-4744
Deadline for Questions	<b>02/25/2022 @ 2:00 PM (PST)</b>
Submittal Date	<b>03/11/2022 @ 2:00 PM (PST)</b>

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE '**MAXIMO  
AZURE CLOUD MIGRATION AND SUPPORT**' IN THE SUBJECT LINE

## Request for Proposals (RFP) # 071658

### A. BACKGROUND

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

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

- Migrating our on-premises IBM Maximo instance to our Azure cloud tenant in Q2-Q3 2022 and providing additional future project-based fixed price and/or time-and-materials based support services for our Maximo instance in that cloud environment.
- Providing routine administration, patching, minor upgrade, and support services for our Maximo instance in that cloud environment for a monthly fixed managed services fee.

The Port anticipates awarding one personal services contract for providing project-based Maximo consulting and support services on a task-order basis. This contract will be valid for three (3) years with a not-to-exceed value of \$200,000. The contract may be extended by one (1) additional year and amount increased at the Port's discretion. Project task orders against this contract may be fixed-price or time-and-materials based. The migration of our on-premises Maximo instance to the Azure cloud environment would be the first project utilizing this personal services contract with an anticipated fixed-price not-to-exceed project cost between \$25,000 and \$75,000.

In addition to the above personal services contract, the Port anticipates signing a Managed Services Agreement with the selected firm to provide routine administration, patching, minor upgrade, and support services for our Maximo instance in the Azure cloud environment for a fixed monthly fee. We anticipate monthly costs for these managed services to range from \$3,000 - \$6,000 per month depending on the scope of support services or the cap in number of hours per month included. This support would begin after the project to migrate our Maximo instance to the Azure cloud environment has been successfully completed.

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

- **Our Current Environment and Key Cloud Requirements:** Please see Attachment C for a description of our current Maximo environment and related configurations and requirements that will need to continue to be supported in the Azure cloud environment.
- **Anticipated Cloud Migration Timeline:** We expect to begin the migration project with the selected vendor in May 2022 and complete the migration of our Maximo instance to our Azure cloud environment by the end of September 2022.
- **Planned Maximo Licensing Approach:** We plan to have IBM convert our current named user licenses to Concurrent User App Point based licenses in July 2022.
- **Maximo Version:** We are currently running Maximo EAM v7.6.1.2 and intend to remain on that version when we initially move to the cloud. We will consider migrating to MAS 8 once that platform is more mature, but not for a few years.
- **Hosting Approach:** Infrastructure as a Service (IaaS) hosting in our existing Azure cloud tenant is the cloud hosting approach we have selected for now. We will evaluate other hosting approaches (PaaS/SaaS) in the future when we consider migrating to MAS 8. But for this RFP we are only interested in proposals from firms that can migrate our Maximo 7.6.1.2 instance to our existing Azure cloud tenant and support our Maximo instance in that cloud environment.

The Port's Standard Terms and Conditions are included in Attachment B to this RFP.

## **Request for Proposals (RFP) # 071658**

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

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

### **B. SCOPE OF SERVICES**

- One-Time cloud migration services project (fixed-price):  
The first project to be undertaken using the project-based support contract is a project to migrate our on-premises Maximo environment to our existing Azure cloud tenant. This project scope includes:
  - Consulting services for planning the project tasks, deliverables, and timeline for migrating our Maximo instance to the Port's Azure cloud tenant
  - Consulting services for Azure deployment architecture to help the Port plan and size the VMs and Services the Port should provision with Microsoft in our existing Azure tenant to properly support our Maximo instance and provides acceptable capacity and performance based on our historical and anticipated workloads
  - Services to perform installation, configuration, data migration, testing, technical documentation, and go-live support to move our on-premises Maximo instance to the Port's Azure cloud tenant with minimal disruption to our users
  - It is anticipated that this project can be performed 100% remotely and no travel will be required.
- Future project-based work (fixed-price or time-and-materials):
  - As requested by the Port, additional future projects may be undertaken and authorized using task orders against the project-based support contract. Examples of possible future projects could include introduction of a mobile solution (IBM Maximo Mobile or other), integration with our Esri GIS system, introduction of HSE capabilities, creating custom BIRT reports, integration with financial systems, configuring or customizing Maximo application UI and workflows, etc.
  - Project-based support services will be provided primarily remotely but may require some on-site support at our location in Tacoma, WA for key meetings, training, or other services that are better performed in person.
- Ongoing managed support services after migration to Azure cloud:
  - Routine Maximo administration, maintenance, patching, minor version upgrade, and support services for our Maximo instance in the Azure cloud environment for a fixed monthly fee.
  - Routine support services will be provided remotely, and no travel is required.

### **C. DELIVERABLES**

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

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### **D. RFP ELEMENTS & EVALUATION CRITERIA**

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

Proposals are limited to 30 numbered pages (8 1/2 by 11 inch) excluding the cover letter, compensation information and all appendices. All pages shall be in portrait orientation with 1 inch (1") margins. Font size shall be 11 point or larger. Proposals that do not follow this format may be rejected.

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

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

**Proposals are to address, and will be evaluated upon, the following criteria. Please respond in the same sequential order as specified below:**

### **INITIAL EVALUATION PHASE**

#### **1. Project-Based Support Services ..... 50 PTS**

- a) Identify the proposed team (to include working titles, degrees, certifications, and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.
  - Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided letter-sized page. Resumes exceeding this limit will not be reviewed.
- b) Describe your firm's IBM Maximo qualifications, including the IBM Maximo partner level of the firm and relevant certifications and experience performing Maximo project-based support, enhancement, customization, and consulting work.
- c) Describe your firm's Microsoft Azure experience and qualifications, including the Microsoft partner level of the firm and relevant certifications. Describe your firm's experience performing migration of on-premises Maximo instances to an Azure cloud environment.
- d) Complete the Vendor Cybersecurity Self-Assessment spreadsheet referenced in Attachment E and return it by email with your proposal submission.
- e) Describe your firm's typical project approach and describe the typical deliverables and documentation you produce as part of a Maximo project (requirements, design documents, knowledge transfer documents, project plans, test plans, etc.).
- f) Specifically, for a project to migrate the Port's Maximo instance to our Azure cloud tenant, **using information available to you in this RFP:**
  - Describe how your firm would approach this project

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- Describe the Azure deployment architecture (VMs and Services) you would recommend the Port to provision in its Azure tenant to support this project
- Identify anticipated deliverables and give a timeline / project plan with key milestones and tasks for your team and the Port's team
- Identify the project roles from your team that would be involved in the project as well as the resources from the Port that you anticipate would need to be involved

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

### 2. Managed Support Services (for monthly fixed fee) ..... **30 PTS**

- a) Describe your firm's experience providing routine administration, patching, minor upgrade, and support services for Maximo.
- b) Describe how you would recommend approaching these support services. What would be the process for communication and engagement? Do you have a ticketing system? Would you be able to use the Port's ticketing system? Would the services be provided by an identified individual or would there be a support team? Etc.
- c) Include your standard Managed Services Agreement (MSA) and/or Service Level Agreement (SLA) for providing managed services for Maximo. Ensure inclusion of response and resolution times by severity of request or issue and standard vs off-hours support. What are your standard support hours? What flexibility does your firm have to adjust your MSA/SLA if requested by the Port?
- d) Is there a cap/maximum for the number of hours that would be included for the fixed monthly fee?

### 3. Compensation ..... **20 PTS**

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

- a) Using information available to you in this RFP, estimate the not-to-exceed cost for the project to migrate the Port's Maximo instance to our Azure cloud tenant as described in the first item in the Scope of Services section.  
NOTE: If selected as a finalist, you will have an opportunity to ask questions during the interview meetings before submitting a best-and-final plan, deliverables, and project cost during the **Final Evaluation** phase.
- b) Present detailed information on the firm's proposed hourly rates for performing time-and-materials project-based support services using the table in Attachment D – Time-and-Materials Project-Based Support Rate Breakdown.
- c) Present detailed information on the firm's proposed monthly fee for providing routine Maximo administration, patching, minor upgrade, and support (managed services).

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

All costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, administrative overhead, and all direct/indirect expenses,**
- Quoted in US Dollars,
- Personal Services Contract has three years term, with one optional 1-year terms
- 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.

## Request for Proposals (RFP) # 071658

### FINAL EVALUATION PHASE

**1. Interviews (as requested by the Port).....70 PTS**

Interviews will be conducted with the top ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. Interviews will be conducted by online video meeting.

**2. Best and Final Project Proposal for Maximo Migration to Azure.....30 PTS**

After interview discussions are conducted in #1 above, proposers should submit best-and-final proposal for a project to migrate the Port's Maximo instance to the Port's Azure cloud tenant, including the following as **two separate documents**:

- Project Plan with deliverables, milestones, dependencies, risks, etc.
- Fixed-price quote

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

Reference checks may be performed on the selected firm, if based directly on the proposals received, or on shortlisted firms if interviews are being requested. The Port may evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal.

### **Attachments:**

Attachment A – INSTRUCTIONS FOR PROPOSING

Attachment B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS and CONDITIONS

Attachment C – CURRENT MAXIMO ENVIRONMENT AND KEY CLOUD REQUIREMENTS

Attachment D – PROJECT-BASED SUPPORT COST BREAKDOWN

Attachment E – VENDOR CYBERSECURITY SELF-ASSESSMENT

## ATTACHMENT A - INSTRUCTIONS FOR PROPOSING

### **PROCUREMENT PROCESS**

#### **SOLICITATION TIMELINE:**

Issuance of RFP	02/14/2022
Last Day To Submit Questions	02/25/2022 @ 2:00 PM
<b>Proposal packets due</b>	<b>03/11/2022 @ 2:00 PM</b>
Review/Shortlist*	03/18/2022
Interviews (if required)*	03/24/2022
Best-and-Final Proposal for Migration to Azure Cloud*	04/01/2022 @ 2:00 PM
Final Selection*	04/12/2022
Execute Contract*	04/12/2022

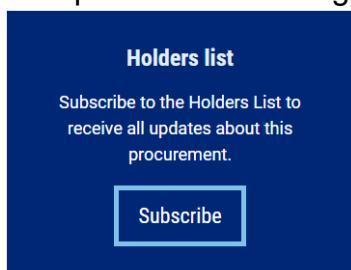
\*Dates are tentative.

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

#### **VENDOR OBLIGATION**

Port of Tacoma's (Port) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port's website, [www.portoftacoma.com](http://www.portoftacoma.com) under 'Business'; 'Contracting'; 'Procurement'.

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



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

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

#### **COMMUNICATION / INQUIRIES**

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

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

## **ATTACHMENT A - INSTRUCTIONS FOR PROPOSING**

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.

### **SUBMITTAL PROCESS**

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

[procurement@portoftacoma.com](mailto:procurement@portoftacoma.com)

Name of Firm, RFP 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.

## **ATTACHMENT A - INSTRUCTIONS FOR PROPOSING**

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](mailto:procurement@portoftacoma.com).

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

## **ATTACHMENT A - INSTRUCTIONS FOR PROPOSING**

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. 071658**

**PROJECT: MAXIMO AZURE CLOUD MIGRATION AND SUPPORT**

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**CONSULTANT: Company, Address, City, State, Zip**

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

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (*hereinafter referred to as the "Port"*) and **xxCOMPANYxx** (*hereinafter referred to as the "Consultant"*) for the furnishing of MAXIMO AZURE CLOUD MIGRATION AND SUPPORT Personal Services (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

**SCOPE OF WORK**

Consultant will provide .....

**DELIVERABLES**

Deliverables will include:

**COMPENSATION**

This will be accomplished on fully burdened, fixed basis and will not exceed **\$XXXX** without prior written approval from the Port.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the Consultant is solely responsible for the additional costs.

All invoices shall be emailed to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com) or entered into the Port's project management software e-Builder®. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

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

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

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

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

**AGREED**

**PORT OF TACOMA**

**CONSULTANT (LEGAL NAME)**

By

Name  
Title

Date

By

Name  
Title

Date

**Port of Tacoma Terms And Conditions**

**Personal Services Agreement**

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

**1. Key Personnel**

The Consultant and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

**2. Relationship of the Parties**

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

**3. Conflicts of Interest**

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

**4. Compliance with Laws**

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

**5. Records and other Tangibles**

The Port of Tacoma is a public entity and must maintain access to, and be able to provide, records per RCW

40.14, RCW 42.56 and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

**6. Ownership of Work**

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional purposes shall require the Port's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of

confidential or proprietary information from the Port.

### **7. Disclosure**

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port.

### **8. Compensation**

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement.

### **9. Payment Schedule**

Consultant shall submit detailed numbered invoices showing contract number, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate by the 10<sup>th</sup> of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

### **10. Costs and Disbursements**

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

### **11. Insurance - Assumption of Risk**

a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage and cyber-

related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.

b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and

elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

#### **12. Standard of Care**

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

#### **13. Time**

Time is of the essence in the performance by the Consultant of the services required by this Agreement.

#### **14. Assignability**

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

#### **15. Term of this Agreement**

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when

the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

#### **16. Disputes**

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

#### **17. Extent of Agreement**

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

## Attachment C – CURRENT MAXIMO ENVIRONMENT AND KEY CLOUD REQUIREMENTS

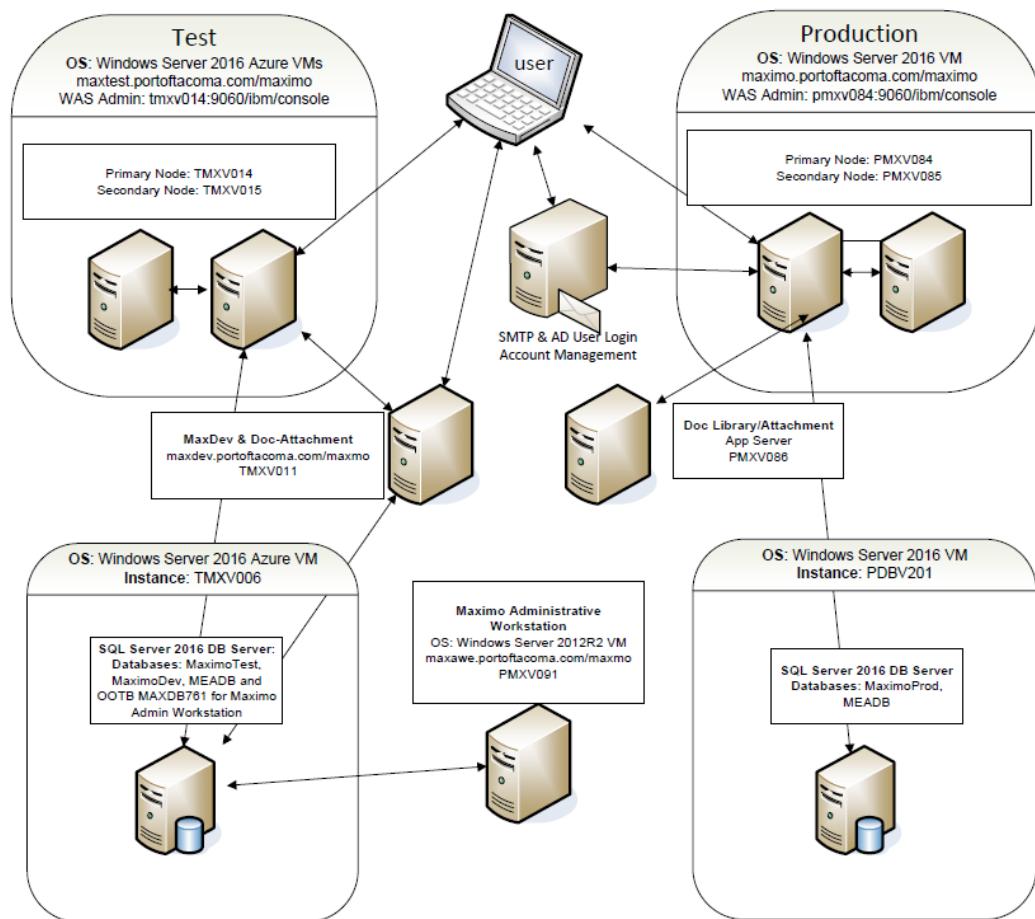
Existing Maximo Environment		Comments
Maximo version	7.6.1.2	For now, will initially use same version in cloud environment
Current Maximo Environment Location	Production environment is hosted in our data center at Optic Fusion in Tacoma, WA. Dev and Test environments are hosted in our Azure cloud tenant.	
Database type (DB2, Oracle, SQL Server)	SQL Server	Must continue using SQL Server DB in after migration to cloud. Can be DB service or DB server running on VM in Azure cloud. DB must be encrypted.
Database Version	Microsoft SQL Server 2016 (SP1-GDR) (KB4505219) - 13.0.4259.0	
Database Size (approx. in GB)	21GB or 3GB in compressed backup	
Maximo Industry Add-ons	Internal Service Provider	
3rd Party Tools/Add-ons	Prometheus Akwire vScheduler & vCalendar	This will need to also be migrated to cloud environment. Akwire has its own SQLServer DB that needs to run on same DB Server as Maximo DB.
Existing Maximo Licenses		
Authorized	75 (Current licenses)	We expect to work with IBM to convert our existing 75 Authorized and 20 Limited named user licenses to App Point based concurrent usage licenses prior to July 1, 2022.
Concurrent		
Anywhere		
Other users (Express, Limited etc. - list type and count)	20 Limited User licenses (Current licenses)	
Integrations		
Current Integrations and types	MIF MBO, Publish Channel and Enterprise Service to send to and take data from the external SQL Server database tables	
Disaster Recovery:		
What Recovery Time Objective (RTO) is required? (time between disaster and full recovery to recovery site)	8 hours	will need to be able to achieve this in the cloud environment for our Production environment.

## Attachment C – CURRENT MAXIMO ENVIRONMENT AND KEY CLOUD REQUIREMENTS

What Recovery Point Objective (RPO) is required? (Amount of data which could be lost)	12 hours	will need to be able to achieve this in the cloud environment for our Production environment.
User Authentication and Synchronization		
Do you use AD Integration for authentication	Yes, Microsoft Azure AD integration is used for authentication.	
Is LDAP integration used for authentication or user/group synchronization?	Yes, currently for <b>user creation and authentication</b> only	Maximo native <b>user group</b> management is used (Not AD integration)

### Current Maximo Environment Diagram

Test (clustered) and Dev (stand-alone) are in Azure. Production (clustered) is in our on-premises data center.



**Attachment D– TIME & MATERIALS PROJECT-BASED SUPPORT COST  
BREAKDOWN**

Project Role	Remote Hourly Rate	On-Site (Tacoma, WA) Hourly Rate – inclusive of travel expenses
<b>Project Manager</b>	\$x	\$x
<b>Business Analyst / Technical Writer</b>	\$x	\$x
<b>Technical Resource / Developer</b>	\$x	\$x
<b>Sr. Technical Resource / Solution Architect</b>	\$x	\$x
<b>Other (describe)</b>	\$x	\$x

All costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, administrative overhead, and all direct/indirect expenses,**
- Quoted in US Dollars,
- Three years term, with one optional 1-year terms
- 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.

## **Attachment E – VENDOR CYBERSECURITY SELF-ASSESSMENT**

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

URL: [Maximo Cloud Migration and Support RFP | Port of Tacoma](#)