



**PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 070920**

**ON-CALL MICROSOFT DYNAMICS 365 CRM
SUPPORT SERVICES**

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

RFP INFORMATION	
Contact:	Juli Tuson, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	253.383.9436
Submittal Date	JUNE 14, 2018 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'ON-CALL MICROSOFT DYNAMICS 365 CRM
SUPPORT SERVICES' IN THE SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #070920

**ON-CALL MICROSOFT DYNAMICS 365 CRM
SUPPORT SERVICES**

The Port of Tacoma is soliciting proposals from firms interested in providing support services relating to Microsoft Dynamics 365 CRM and related systems and processes on an on-call basis.

A. BACKGROUND

The Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. Created by Pierce County citizens in 1918, the Port of Tacoma has become one of the largest container ports in North America and one of the top 50 in the world. The Port of Tacoma manages a diverse set of business operations relating to maritime trade. To learn more about the Port of Tacoma, visit www.portoftacoma.com.

The Port implemented Microsoft Dynamics CRM in 2009, and currently utilizes Microsoft Dynamics 365 Customer Engagement/CRM applications. The Port utilizes Microsoft Dynamics 365 Customer Engagement/CRM to manage Accounts, Contacts and related Activity information. Marketing lists are used to manage Port events and campaigns. We also support customer care with Cases. In addition to out of the box CRM functionality, the Port has developed one custom Tracking application using CRM as a platform, and intends to develop further such applications in the future.

The Port has utilized the services of third party Microsoft Certified Partners to provide support and system extension/development services. The Port has an in-house Information Technology department and an in-house technical resources with experience in Dynamics CRM support.

B. Contracting Description

The Port intends to award one contract, for an initial amount of NTE \$200,000.00, to a Certified, qualified and experienced vendor to provide on-call services associated with performing software support, enhancement, update, and consulting services relating to Dynamics 365 Customer Engagement/CRM applications, related systems and processes on an on-call basis. The Port does not guarantee all disciplines of services will be used nor does the Port guarantee a specific volume of work under the contract.

The Port intends to award a contract for a 4-year term with a single consultant, but considers this agreement non-exclusive and reserves the right to solicit contracts to additional vendors for Dynamics 365 Customer Engagement/CRM support services as it determines necessary. Additional funds may be added to meet the Port's projected service needs during the term of the contract.

The following documents are attached to this RFQ:

- Attachment A – Current Environment – Dynamics 365 Customer Engagement
- Attachment B – Instructions for Proposers
- Attachment C – Sample Personal Service Agreement
- Attachment D – Sample Rate Sheet
- Attachment E – On-Call Terms and Conditions

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

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

B. SCOPE OF SERVICES:

The consultant will provide the following services relating to Dynamics 365 Customer Engagement/CRM and related software systems on an as-needed basis:

1. Technical support (break/fix and escalated) and system maintenance services.
2. Consulting and advisory services regarding improvements to systems and business processes.
3. Technical and functional systems enhancement services, including relating to system extensions, updates, and integration tasks and projects.
4. Project Management and Business Analysis services.
5. Other related services as required.

C. DELIVERABLES:

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

For Technical Support services:

- Technical Support services delivered within the terms of an agreed and documented Service Level Agreement.
- A software based Issue Tracking System for the logging, management and closure of all issues and resolutions with comprehensive notes.

For system enhancement services:

- Business Analysis, Design and Configuration documentation.
- Technical and User Acceptance Test plans.

- Test results from consultant's technical testing.
- Training Documentation.
- Source Code.

For Project Management Services:

- Project Management Plans summarizing the project management approach, scope, schedule, and budget.
- Work Breakdown Structures detailing all deliverables, milestones, schedule, project tasks, dependencies, and resource assignments to consultant and Port staff.
- Status Reports.

Miscellaneous Services:

- Annually, a report detailing the product Road Map for Microsoft Dynamics 365 Customer Engagement/CRM.
- Technical and end user training as required.
- Other related services as required.

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 a maximum of 15 numbered pages (8 ½ by 11 inch) **including** the cover page, cover letter and all appendices. 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 may not be reviewed.

The cover letter shall include the RFP title and number as well as the name, title, email address, phone number and address of the proposing team's main contact and include the following information:

- Describe any claim submitted by any client against the firm within the past two years related to the services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 5% of the firm's fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.
- A statement indicating acceptance of the Port's Terms and Conditions and acknowledgement of any addenda issued.

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

INITIAL EVALUATION PHASE

1. Qualifications & Experience.....50 PTS

- Describe the history of the firm submitting the proposal, including:
 - Length of time in business.
 - Length of time offering services similar to those proposed.
 - Office locations.
 - Business history including patterns of growth, mergers or acquisitions.
 - Number of staff.
 - Staffing model including identifying the level to which consultants used are staff or independent contractors.
 - Number of customers.
 - Market/vertical specializations.
- Describe in detail experience supporting environments similar to that defined in Attachment A.
- Describe the level, type and duration of the certification and partner relationship the firm submitting the proposal holds with Microsoft relating to Microsoft Dynamics 365 Customer Engagement/CRM.
- Identify the proposed team that would be performing the services required.
 - Describe the team structure, roles, and management.
 - For team members, define working titles, degrees, certificates, licenses and training. Key Personnel must have a minimum of five years of directly relevant experience performing work of similar type and complexity.
 - Describe how the team meets or exceeds the required qualifications.
- Describe the standard support tools and processes utilized.
 - Include a copy of the firm's standard Service Level Agreement.
 - Describe all tools utilized to provide support services, including Issue Tracking Systems, Knowledge Bases, etc.
- Describe the firms standard Business Analysis Methodology, including:
 - How are requirements elicited?
 - What standard artifacts are created?

- Describe the firms standard Project Management Methodology, including:
 - What standard artifacts are created?

2. Contracts/Projects.....20 PTS

- Provide a list of contracts/projects undertaken within the last three years for services relevant to the items listed in the Scope of Services and performed by the key personnel, including:
 - Customer contact information (phone and email).
 - Size of customer, type of business or industry.
 - A brief description of services provided.
 - Size of the contract/project in budget and number of team members, number of change orders processed, and original and actual schedule.

3. Work Approach.....10 PTS

- What risks that are beyond your control do you see in providing this service and how would you mitigate them?

4. Compensation.....30 PTS

- Include a Rate Sheet, Attachment F, that specifies the hourly rate of each Resource. Do not provide ranges.

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

All rates and costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, travel, per diem, lodging, administrative overhead and all direct/indirect expenses.**
- Quoted in US Dollars,
- Full cost inclusive of sales tax and other government fees, taxes and charges, and
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

NOTE: THE PORT OF TACOMA RESERVES THE RIGHT TO AWARD CONTRACTS FROM THE INITIAL EVALUATION PHASE TO THE TOP RANKED FIRM. IF THIS RIGHT IS NOT EXERCISED, THE PORT MAY REQUEST REFERENCES FROM AND INTERVIEW THE TOP RANKED FIRMS. THE REFERENCES AND INTERVIEWS WILL BE SCORED AS INDICATED BELOW IN THE FINAL EVALUATION PHASE. THE AWARD WILL THEN BE BASED ON THE FINAL, ACCUMLATIVE SCORE.

FINAL EVALUATION PHASE (if applicable)

5. References.....50 PTS

Ensure completion of a **minimum of 3 maximum of 5 references** submitted using Reference Form sent upon request. The Port will evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the proposal. The Port may contact submitted reference sites directly to accomplish this.

6. Interviews.....100 PTS

Interviews may be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the proposer's disqualification from further consideration. Interviews will be held at the Port of Tacoma, Tacoma, WA. Travel costs will not be reimbursed for the interview.

Attachment A – Current Environment – Dynamics 365 Customer Engagement

PRODUCT AND VERSION:

Dynamics 365, version 8.2

LICENSES:

Dynamics 365 Customer Engagement Plan Enterprise Edition – 45

Dynamics 365 for Team Members Enterprise Edition – 50

INSTANCES:

NWSA Prod and NWSA Test instances

STORAGES:

1. Primary Dynamics 365 Storage, currently used: 6 GB
2. Email attachment: Azure Blob Storage custom solution

APPLICATIONS:

Dynamics 365 Customer Service Application

Dynamics 365 Customer Service Hub

Dynamics 365 for Field Service

Dynamics 365 for Project Service Automation

Dynamics 365 for Sales, Enterprise Edition App

Dynamics 365 - Gamification

Dynamics 365 - Organization Insights

Dynamics 365 CRM Hub

CUSTOMIZATIONS:

Commitment Tracking application

Custom reports and plugins

INTERGATIONS

Exchange Online - Server Side Sync

Microsoft Cloud SSO with Port's ADFS

Office 353 Directory Sync with Port's AD

Custom Contract and Commitment Tracking Notifications

Azure Logic App to synchronize AD User Group to CRM Account Contacts

RFP PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	MAY 23, 2018
Last Day To Submit Questions	JUNE 6, 2018
Proposals due	JUNE 14, 2018 @2:00 PM (PST)
Review/Shortlist*	JULY 10, 2018
Interviews (if required)*	WEEK OF JULY 23, 2018
Final Selection*	JULY 27, 2018
Execute Contract*	SEPTEMBER 1, 2018

*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 Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts;' 'Procurements'.

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



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

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

COMMUNICATION / INQUIRES

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

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

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

ADDENDA

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

SUBMITTAL PROCESS

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

procurement@portoftacoma.com

Name of Firm, 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.

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.

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. 070920

PROJECT: On-Call Microsoft Dynamics CRM Support Services

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM GL ACCOUNT NO. #####

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (hereinafter referred to as the "Port") and **xxCOMPANYxx** (hereinafter referred to as the "Consultant") for the furnishing of **On-Call Microsoft Dynamics CRM Support Services** Personal Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The consultant will provide the following services relating to Dynamics 365 Customer Engagement/CRM and related software systems on an as-needed basis:

1. Technical support (break/fix and escalated) and system maintenance services.
2. Consulting and advisory services regarding improvements to systems and business processes.
3. Technical and functional systems enhancement services, including relating to system extensions, updates, and integration tasks and projects.
4. Project Management and Business Analysis services.
5. Other related services as required.

C. DELIVERABLES:

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

For Technical Support services:

- Technical Support services delivered within the terms of an agreed and documented Service Level Agreement.
- A software based Issue Tracking System for the logging, management and closure of all issues and resolutions with comprehensive notes.

For system enhancement services:

- Business Analysis, Design and Configuration documentation.
- Technical and User Acceptance Test plans.
- Test results from consultant's technical testing.
- Training Documentation.
- Source Code.

For Project Management Services:

- Project Management Plans summarizing the project management approach, scope, schedule, and budget.
- Work Breakdown Structures detailing all deliverables, milestones, schedule, project tasks, dependencies, and resource assignments to consultant and Port staff.
- Status Reports.

Miscellaneous Services:

- Annually, a report detailing the product Road Map for Microsoft Dynamics 365 Customer Engagement/CRM.
- Technical and end user training as required.
- Other related services as required.

COMPENSATION

This will be accomplished on fully burdened, fixed basis and will not exceed \$200,000.00 without prior written approval from the Port.

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

All invoices shall be emailed to cpinvoices@portoftacoma.com. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

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

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

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

AGREED

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By _____
Name
Title _____ Date

By _____
Date

Print Name Title

Port of Tacoma Terms And Conditions Personal Services Agreement

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

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. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Consultant's expenses will be reimbursed at cost, subject to attached guidelines, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

9. Payment Schedule

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

10. Costs and Disbursements

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

11. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims or damages from bodily injury, including death, resulting there from as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them. Certificates of Insurance shall evidence:

i. Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

ii. Automobile Liability: ISO Form Number CA 00 01 covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident.

iii. Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.

iv. Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$1,000,000 per claim.

- b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.
- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.
- d) All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VI or better. The Consultant shall be responsible for notifying the Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. The Port shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Additionally, except for Workers Compensation, waivers of

subrogation shall be provided by endorsement to all policies.

12. Standard of Care

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

13. Time

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

14. Assignability

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

15. Term of this Agreement

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

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be

divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of

Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Extent of Agreement

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

Attachment “D”

HOURLY RATES

Consultant

On-Call Microsoft Dynamics CRM Support Services PSA No. 070920 / GL Account No. XXXXX

<u>Resource</u>	<u>Hourly Rates*</u>
Technical Support (break/fix)	\$
Consulting & Advisory	\$
Systems Enhancement	\$
Project Management	\$
Business Analysis	\$

*Fixed, fully burdened, including, but not limited to, travel, per diem, lodging, administrative overhead and all direct/indirect expenses.

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

Port of Tacoma On-Call Terms and Conditions On-Call Professional Service Agreements

1. Definitions Supplementary Conditions

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

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

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

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

2. Task Order Proposals

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

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

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

A. Lump Sum Proposal

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

OR

B. Time and Materials Proposal

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

3. Task Order Execution

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

4. Task Order Revision

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

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

5. Payment Schedule

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

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

6. Task Order Closure

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

7. Task Order Termination

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