



PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 071564

**Training Support for Modern SharePoint Adoption &
Records Management in Microsoft 365**

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

| RFP INFORMATION | |
|------------------|--|
| Contact: | Phil Thompson Procurement |
| Email Addresses: | procurement@portoftacoma.com |
| Phone: | (253) 383-9414 |
| Submittal Date | OCTOBER 7, 2021 @ 2:00 PM (PST) |

****PLEASE NOTE ONLY SUBMIT PROPOSALS
VIA MAIL OR COURIER-SEE ATTACHMENT A**

**ONLY CORRESPONDENCE CAN BE SUBMITTED BY E-MAIL TO THE
PROCUREMENT CONTACT LISTED ABOVE; INCLUDE 'TRAINING SUPPORT
FOR MODERN SHAREPOINT ADOPTION & RECORDS MANAGEMENT IN
MICROSOFT 365 IN THE SUBJECT LINE.**

PORT OF TACOMA
Request for Proposals (RFP) #071564

Training Support for Modern SharePoint Adoption & Records Management
in Microsoft 365

The Port of Tacoma is soliciting proposals from firms interested in providing training to transition from classic SharePoint to Modern SharePoint, migrate network files to Modern SharePoint Libraries and implement records management capabilities in Microsoft 365.

The Port encourages firms to explore partnership opportunities and anticipates awarding one (1) contract with an anticipated start date of November 1, 2021 for one (1) year with two one year options for renewal at the sole discretion of the Port, for a possible total of three (3) years. The budget for these services in \$125,000-\$150,000.

A. BACKGROUND

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

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

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

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

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

B. SCOPE OF SERVICES

The purpose of this RFP is to select a training vendor to help the Port staff prepare for the transition from classic SharePoint sites to Modern SharePoint, migrate network files to Modern SharePoint Libraries and implement records management capabilities in Microsoft 365 to include but not limited to:

- Draft, finalize and present training content
 - Curriculum
 - Recorded training sessions for on-demand use within the Port's training site.
 - Quick reference and best practice guides.
- Present training content
 - Instructor-led in-person and on-line training.

C. DELIVERABLES:

- Training Plan, co-developed with Port project team.
- Customized Training Materials in soft copy that that will belong to the Port for re-use.
 - Including videos, slide presentations, quick reference and best practice guides
- Delivery of Training to approximately 20 departments. We anticipate the following training topics (with approximate number of sessions indicated):
 - Office Worker Modern Workplace Training (x21)
 - Field Worker Modern Workplace Training (x8)
 - Port-wide Records Management Concepts Introduction (x3)
 - Global Records Management Change Training (x3)
 - Department-specific Records Management Training (x21)

The above timeline and deliverables are anticipate, but the Port is open to adjusting our approach. If there are ideas that Port should consider that may help meet the desired outcomes, please include those in the proposal.

D. DESIRED OUTCOMES and ASSUMPTIONS:

- Roll-out is smooth for users.
- Users are well educated and prepared for the Modern SharePoint and Records Management changes.
- Training on Modern SharePoint begins in Q4 2021 and is completed by December 31, 2022.

- Training on Records Management begins in Q1 2022 and is complete by December 31, 2022.

E. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the prime, key team members) and 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 10 numbered pages (8 ½ by 11 inch) **excluding** the cover letter, compensation information and all appendices. All pages shall be in portrait orientation with 1 inch (1") margins. Font size shall be 11 point or larger. Proposals that do not follow this format may be rejected.

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

- Describe any claim submitted by any client against the prime firm within the past two years related to the 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:

INITIAL EVALUATION PHASE

1. Project Approach.....15 PTS

Identify the proposed team (to include working titles, degrees, certificates and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.

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

2. Training Services.....65 PTS

- Describe, in detail, the training services proposed including how it will meet our desired outcomes specified in Section D above.
- Describe in detail, your firm's experience providing training on MS365 Modern SharePoint.
- Describe in detail, your firm's experience providing training on MS365 Records Management Capabilities.
- Include a sample training plan and syllabus for a similar effort with a prior customer.

3. Compensation 20 PTS

Present detailed information on the firm's estimated number of hours and fully-burdened hourly rate for the proposed training services using the rate sheet in Attachment B.

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

All rates quoted shall be:

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

FINAL EVALUATION PHASE (if applicable)

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

If an award is not made based on the written evaluations alone, interviews may be conducted with at least the top two (2) ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. If conducted, interviews will be held as online video meetings using Microsoft Teams.

5. References

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

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS AND RATE SHEET

ATTACHMENT C – SPECIAL & PURCHASED TERMS & CONDITIONS

ATTACHMENT D– REFERENCE INSTRUCTIONS

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

| | |
|------------------------------|--|
| Issuance of RFP | SEPTEMBER 15, 2021 |
| Last Day To Submit Questions | SEPTEMBER 23, 2021 |
| Proposal packets due | OCTOBER 7, 2021 @ 2:00 PM (PST) |
| Review/Shortlist* | OCTOBER 14, 2021 |
| Interviews (if required)* | OCTOBER 21, 2021 |
| Final Selection* | OCTOBER 28, 2021 |
| Execute Contract* | NOVEMBER 2, 2021 |

*Dates are tentative.

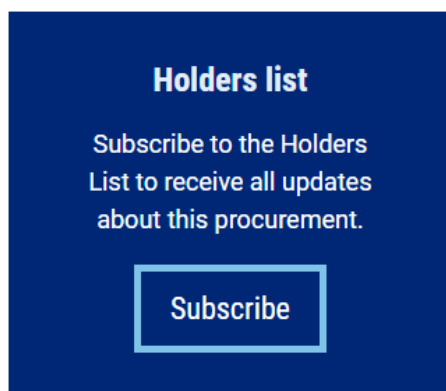
**Dependent on Commission approval.

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

VENDOR OBLIGATION

Port of Tacoma's (Port) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port's website, 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 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.

SUBMITTAL PROCESS

Hard Copy Submittal:

Submittal Requirements: One original (1), and three (3) copies of the response must be received no later than the date and time specified on the Procurement Schedule or as otherwise amended.

| Physical Address (courier) | Mailing Address (For US Post Office mail) |
|--|---|
| Contracts and Purchasing Port of Tacoma 1 Sitcum Plaza Tacoma, WA 98421 | Contracts and Purchasing Port of Tacoma P.O. Box 1837 Tacoma, Washington, 98401-1837 |

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

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

EVALUATION AND AWARD PROCESS

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

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

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

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

Procedure When Only One Proposal is received

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

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

PROTEST PROCESS

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

Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within 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.

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. 071564

PROJECT: Training Support for Modern SharePoint Adoption & Records Management in Microsoft 365

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Mark Moore **GL ACCOUNT NO.** XXXXXXX

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 Training Support for Modern SharePoint Adoption & Records Management in Microsoft 365 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, time and materials basis and will not exceed **\$00,000.00** without prior written approval from the Port.

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

All 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 _____
Sharon Rothwell Date
Director, Contracts & Purchasing

By _____
Print Name Date
Title

Port of Tacoma Terms And Conditions Personal Services Agreement

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

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

1. Key Personnel

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

2. Relationship of the Parties

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

3. Conflicts of Interest

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

4. Compliance with Laws

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

5. Records and other Tangibles

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

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional purposes shall require the Port's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use,

disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

7. Disclosure

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

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.

Invoices shall be submitted to cpinvoices@portoftacoma.com each month. -Invoice period is for the previous calendar month and shall be computed pursuant to the rates and limitations set forth in the Agreement. -Contractor agrees to submit monthly 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. Under no circumstances will the Port pay interest on payments.

Un-invoiced services performed through December 31 of each year shall be invoiced no later than the 7th day of January. If the Contractor is unable to provide an invoice, they shall advise the

Port in writing with a summary of the work completed and the accrual amount to be invoiced through December 31 of that year.

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 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, 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.

18. Venue & Governing Law

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. This Agreement shall be interpreted under the laws of the State of Washington.

19. Integration and Merger/ Extent of Agreement

This Agreement represents the entire and integrated understanding between the Port and Contractor, supersedes any previous written or oral

representations and may be amended only by written instrument signed by both the Port and Contractor. ~~No~~ verbal agreement or conversation between any officer, agent, associate or employee of the Port and any officer, agency, employee or associate of Contractor prior to or following the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

20. Authority to sign.

Every signer of this Agreement warrants that they have the authority to enter into this Agreement and to bind the entity for which they represent.

21. Non-Discrimination

Nondiscrimination in Employment and Provision of Services:

During performance of this Agreement, the Contractor and all parties subcontracting under the authority of this Agreement agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

22. Equal Employment Opportunity Efforts: The Contractor and all parties

subcontracting under the authority of this Agreement agree to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

The Contractor and all parties subcontracting under the authority of this Agreement shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination.

23. Indemnity / Hold Harmless Clause

The Contractor shall indemnify, defend and hold harmless the Port of Tacoma and its officers, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees, costs caused by or arising out of the negligence, recklessness, or intentional wrongdoing of Contractor or its officers, employees, subcontractors, or agents under this Agreement; or arising from the Contractor's, its' officers, employees, subcontractors, or agent's failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act.

This duty to indemnify, defend and hold harmless shall not apply to claims which arise out of the sole negligence on the part of the Port of Tacoma, and this duty shall survive the termination or expiration of this Agreement.

Contractor specifically assumes potential liability for actions brought by Contractor's own employees against the Port and, solely for the purpose of this indemnification and defense, Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Contractor recognizes that this waiver was the subject of mutual negotiation.

24. Miscellaneous Provisions

A. Remedies

Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

B. Captions:

All titles, including sections or subsections, are for convenience only and do not define or limit the contents.

C. Severability:

Any term or provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.

D. 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, and 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 Port of any performance by Contractor after the time the same shall have become due nor payment to Contractor for any portion of the Work shall constitute a

waiver by Port of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Port, in writing. Port's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Port's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

- E. **Negotiated Agreement:** The Parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement 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.

- F. **No Personal Liability:** No officer, agent or authorized employee of either Port or **Contractor** shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

Attachment “C”

RATES

Consultant

**Training Support for Modern SharePoint Adoption & Records
Management in Microsoft 365**

PSA No. 071564

*Costs are fixed, fully burdened

| <u>Resource</u> | <u>Hourly Rate*</u> | <u>Est.Hours</u> | <u>Total</u> |
|-----------------------------|----------------------------|-------------------------|---------------------|
| Project Manager | \$ | # | \$ |
| Training Developer | \$ | # | \$ |
| Trainer | \$ | # | \$ |
| Other (specify) | \$ | # | \$ |
| GRAND TOTAL (Not to exceed) | | | \$ |

*Rates are fully burdened

Attachment "D"

SPECIAL TERMS AND CONDITIONS

Special Terms and Conditions

Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Contractor 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 Contractor and any sub-Contractors 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 Contractor, any sub-Contractors, or anyone directly or indirectly employed by either of them.

b) With respect to claims other than professional liability claims, Contractor and its sub-Contractors 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 Contractor in the performance of the Contractor's professional services. Contractor 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, Contractor and its sub-Contractors 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 Contractor in the performance of the Contractor's professional services. Contractor 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.