



QUESTIONS & RESPONSES #02

RFP / TITLE

CONTACT

EMAIL

PHONE NUMBER

SUBMITTAL DUE DATE

Q&A ISSUE DATE

071734-HR Systems Planning, Design, and Implementation Project

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Question	Answer	Column
Our firm, and most likely others, are not able to negotiate the terms of a professional services contract through a Q and A window as outlined in pages 3-4 of this RFP. We have successfully negotiated professional services contracts of this nature with numerous other public sector organizations, and that process typically involves some interactive discussions and/or several rounds of negotiating to iron out remaining sticking points.	See Addendum 01	Q-001246
1 With that being said, will the Port consider adjusting the language addressing implied vendor acceptance of terms and conditions? We would request that the Port allows for contract exceptions to be included as part of the proposal and not disqualifying a proposal that takes this approach. We would expect this approach increases the possibility that the Port will receive more proposals than previous iterations of this solicitation.		
2 Additional relevant parameters - Data contained in current POT HR system. Is the 3,000 difference between the 4,000 person records and 1,000 employee records the number of applicant records to migrate?	The 3,000 record difference in person records are employee's dependents and contacts, not applicant records.	Q-001269
3 Additional relevant parameters - Data contained in current POT HR system. Would POT be open to using a copy of the legacy database for reporting purposes or does POT require all records to be directly migrated to the new system itself?	We would like the legacy data migrated to a new repository	Q-001269
4 T&C-Section 2: Remove the entirety of this section. There are no subcontractors being utilized, so this is not relevant to the contract.	See Addendum 02-No Requested Changes, this is general contract terms & conditions.	Q-001265
5 T&C-Section 4b: Remove the entirety of Section 4, subsection b. These are not applicable to a hosted software contract.	See Addendum 02-No Requested Changes, in the event the Vendor needs to be onsite.	Q-001265
6 T&C-Section 6: We cannot agree that the customer will own any of Consultant's software/IP. We provide off the shelf software, not customized software.	See Addendum 02-No Requested Changes, any custom code Consultant creates for the Port, will be owned by the Port.	Q-001265
7 T&C-Section 9a: Consultant does not invoice in a way that follows this outlined process. Our software pricing is based typically on user count, not hourly rates. This is not applicable to a hosted software.	See Addendum 02-Some requested changes allowed, there are 3 phases to this project; 1-HR Systems Planning & Design project (Fixed Bid), 2-HR Systems Implementation project (Time & Materials), 3-Ongoing managed support services of the implemented HR systems solution (Annual SaaS).	Q-001265

8	T&C-Section 9b: This needs to be adjusted to read that payment is due Net30 days from the receipt of invoice. Our services are invoiced on an annual, prepaid subscription basis.	See Addendum 02-No Requested Changes, there are 3 phases to this project; 1-HR Systems Planning & Design project (Fixed Bid), 2-HR Systems Implementation project (Time & Materials), 3-Ongoing managed support services of the implemented HR systems solution (Annual SaaS).	Q-001265
9	T&C-Section 9c: Since we invoice on a prepaid annual basis, this is not applicable.	See Addendum 02-No Requested Changes, All Port budgeted annual costs must be invoiced within that year.	Q-001265
10	T&C-Section 11: We cannot accept this language as-is and request to remove. We can provide our SLA in its place, which has been included as part of this response.	See Addendum 02-No Requested Changes. SaaS/Software agreement is separate. The warranties statement refers to the design phases.	Q-001265
11	T&C-Section 12: This section is not applicable to a hosted software. Our services are annual prepaid subscriptions. Timelines are not applicable here.	See Addendum 02-No Requested Changes, there are 3 phases to this project; 1-HR Systems Planning & Design project (Fixed Bid), 2-HR Systems Implementation project (Time & Materials), 3-Ongoing managed support services of the implemented HR systems solution (Annual SaaS).	Q-001265
12	T&C-Section 13: The language in this section needs to be adjusted to allow for assignments for merger and acquisition purposes. As a private-equity owned company, we must be able to allow for mergers/acquisitions and new investors, therefore, need to have some flexibility with our corporate structure.	See Addendum 02.	Q-001265
13	T&C-Section 14: We request to make this a bilateral section for both parties. This section will need to be further negotiated should Consultant be awarded this opportunity.	See Addendum 02-No Requested Changes.	Q-001265
14	T&C-Section 14c: This section will need to be removed as it is not applicable. We invoice for our services on a prepaid annual basis.	See Addendum 02-No Requested Changes, there are 3 phases to this project; 1-HR Systems Planning & Design project (Fixed Bid), 2-HR Systems Implementation project (Time & Materials), 3-Ongoing managed support services of the implemented HR systems solution (Annual SaaS).	Q-001265
15	T&C-Section 14d: We cannot accept termination for convenience language. This would not allow us to properly recognize revenue and would essentially make the services month-by-month instead of annual.	See Addendum 02-No Requested Changes, there are 3 phases to this project; 1-HR Systems Planning & Design project (Fixed Bid), 2-HR Systems Implementation project (Time & Materials), 3-Ongoing managed support services of the implemented HR systems solution (Annual SaaS).	Q-001265
16	T&C-Section 19a: Request to specify that indemnity is for third party liability, claims, damages, losses, expenses, or actions. Remove "agents" from indemnitees. This is far too broad of a term. Request to specify that indemnity is only for third party claims that any Consultant intellectual property furnished by Consultant to customer infringes on a third party's intellectual property rights. Remove the following language, "provided, however, that for any defense obligation related to a claim for which Contractor has insurance coverage under a professional liability policy, such obligation shall be limited to reimbursement by the Consultant for expenses incurred by the Port of Tacoma or the Northwest Seaport Alliance."	See Addendum 02-Some requested changes allowed.	Q-001265
17	T&C-Section 19: Request to remove subsections c and d of this section 19. Request to include the following language, "Nothing in this Section 19 Indemnity/Hold Harmless Clause is intended to modify or abrogate the provisions set forth in Section 15 of the Consultant Services Agreement, incorporated herein."	See Addendum 02-No Requested Changes.	Q-001265
18	T&C-Section 19d: We cannot agree to this provision as-is. This will need to be more fully negotiated should Consultant be awarded this opportunity.	See Addendum 02-No Requested Changes. SaaS/Software agreement is separate. The warranties statement refers to the design phases.	Q-001265
19	T&C-Section 20: Request to remove the following language, "and shall comply with any such Project specific insurance requirements as determined by the Port." We cannot agree that a customer can unilaterally decide to change insurance requirements at any given time.	See Addendum 02-Some requested changes allowed.	Q-001266

20	<p>T&C-Section 23: Remove “and any subconsultant” wherever it appears in this section as there are no subcontractors under this contract.</p> <p>Request to remove the following language, “Consultant recognizes that it is the obligation of the Consultant to ensure that all Subconsultants of any tier have insurance for the activities performed under this agreement. If this agreement requires that a Subconsultant perform ultra-hazardous operations the Port will require that it be named as an Additional Insured by endorsement on all Subconsultant insurance policies and waivers of subrogation shall be provided by endorsement. Workers Compensation and Professional Liability are exempted from the additional insured requirement.”</p>	See Addendum 02-No Requested Changes. If there are no subconsultants engaged or required, then the provisions would simply not apply to impose obligations on the consultant.	Q-001266
21	<p>T&C-Section 23b: Change the limits on General Liability coverage to \$1,000,000 per occurrence and \$3,000,000 in the aggregate.</p> <p>Remove requirement for automobile liability insurance as it is not applicable to a hosted software.</p> <p>Remove requirement for “environmental consulting services” as this is not applicable to a hosted software. Also remove “If the scope of Professional Services includes environmental testing, consulting or other such professional services, the Consultant’s Professional Liability policy shall include coverage for these services.”</p> <p>Update the last sentence to read that insurance certificates will be provided to the customer upon request by the customer.</p> <p>We can only provide for additionally insured on our general liability policy, and can only provide waivers of subrogation on our general liability and worker’s compensation policies.</p>	See Addendum 02-Some requested changes allowed.	Q-001266
22	<p>T&C-Section 24: Remove requirement to submit invoices by the 10th of each month. We invoice on an annual basis for prepaid subscription services. Invoices are not provided on the 10th of any given month; it depends on when services are to be renewed.</p> <p>Remove subsections b(ii), b(iii), b(iv), and b(v) as these are not applicable to our hosted software services.</p>	See Addendum 02-Some requested changes allowed.	Q-001266
23	<p>T&C-Section 25: Remove the following subsections: a(i), a(ii), b, c, d, and e as these are not applicable for our services. Additionally, in subsection d, we cannot promise that pricing will not change for the life of the contract.</p>	See Addendum 02-No Requested Changes, there are 3 phases to this project; 1-HR Systems Planning & Design project (Fixed Bid), 2-HR Systems Implementation project (Time & Materials), 3-Ongoing managed support services of the implemented HR systems solution (Annual SaaS).	Q-001266
24	<p>T&C-Section 26: Request to remove the entirety of this section as it is not applicable to a hosted software.</p>	See Addendum 02.	Q-001266
25	<p>T&C-Section 27: Remove the entirety of this section 27 as it is not applicable to a hosted software.</p>	See Addendum 02-No Requested Changes, in the event the Vendor needs to be onsite.	Q-001266
26	<p>T&C-Section 28: Remove the entirety of this section 28 as it is not applicable to a hosted software.</p>	T&C-Section 28: Remove the entirety of this section 28 as it is not applicable to a hosted software.	Q-001266
27	<p>T&C-Section 30: Remove the entirety of this section 30 as it is not applicable to a hosted software.</p>	See Addendum 02.	Q-001266
28	<p>T&C-Section 31: Remove the entirety of this section 31 as we do not produce task orders, but we do send Order Forms to our customers that detail the services being provided and the cost breakdown as well as the dates of the services.</p>	See Addendum 02.	Q-001266
29	<p>T&C-Section 32: Request to replace this section 32 with reference to Section 13 of the Consultant Services Agreement, a copy of which has been provided as part of this response.</p>	See Addendum 02-No Requested Changes. SaaS/Software agreement is separate. The warranties statement refers to the design phases.	Q-001266

30	We request to incorporate the our Services Agreement as part of the contract.	SaaS/Software agreement is a separate agreement. We can discuss during the Best and Final Phase. Q-001266
31	Legal Notice: The contractual terms and conditions under which Consultant proposes to provide the software and services identified in this proposal are those set forth in the current Consultant Services Agreement (the "Agreement"), a current copy of which is enclosed herewith, along with additional, mutually acceptable terms and conditions to be negotiated in good-faith. The Agreement is tailored to the specific products and services provided by Consultant and contains provisions necessary to protect the Customer as well as our company. If additional provisions or modifications are necessary, we have every confidence that Consultant will be able to address all terms to the satisfaction of the Customer.	Per RFP, INITIAL EVALUATION PHASE, 2.Project-Based Professional Services, (d): "Provide a sample of your current Service Level Agreement as a appendix with your proposal submission." Q-001266