

PORT OF TACOMA REQUEST FOR PROPOSALS No. 069260

Investment and Debt Management System

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

RFP INFORMATION		
Contact:	Nadine Bonds, Procurement	
Email Addresses:	procurement@portoftacoma.com	
Phone:	(253) 383-5841	
Submittal Date	FEBRUARY 11, 2011 @ 4:00 PM (PST)	

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS VIA E-MAIL DIRECTLY TO PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE <u>'INVESTMENT AND DEBT MANAGEMENT SYSTEM</u> IN THE SUBJECT LINE

PORT OF TACOMA Request for Proposals (RFP) Investment and Debt Management System

A. BACKGROUND

A major gateway to Asia and Alaska, the Port of Tacoma (Port) is a leading North American seaport, handling more than \$25 billion in trade and 1.5 million TEUs (20-foot equivalent units) in 2009.

The Port is among the top 10 container ports in North America, as well as a major center for bulk, breakbulk and project and heavy-lift cargoes, and automobiles and medium-duty trucks.

Located on Commencement Bay, a natural, deep-water harbor in Southern Puget Sound, the Port of Tacoma is an independent municipal corporation that operates under state-enabling legislation. Created by Pierce County citizens in 1918, the Port has 2,400 acres (972 hectares) that are used for shipping terminal activity and warehouse, distributing, and manufacturing.

More information on the Port of Tacoma is available on our website at <u>www.portoftacoma.com</u>.

The Port is allowed to invest only in securities authorized by the Washington State Public Deposit Protection Commission as detailed at <u>http://www.tre.wa.gov/documents/inv_elig.pdf</u>. The Port's debt portfolio consists of fixed and variable rate debt, commercial paper, and interest rate swaps. Additional information concerning the Port's debt can be found in the Port's 2011 budget document located at <u>www.portoftacoma.com/budget</u>.

The Port requests proposals from qualified vendors to supply, configure and implement an investment management system, with an option for the debt management functionality.

B. SCOPE OF SERVICES

The Port plans to implement a treasury management system to manage the purchase, sale and accounting for our investment portfolio. Additionally, the Port is considering including debt management functionality as an option to the Port's investment management system. The Port's goal is to have an accepted implementation of the selected software system completed by **April 30, 2011**.

Pre-Proposal

Prior to developing and submitting a proposal, all Submitters are invited to attend a preproposal meeting at the Port of Tacoma. Proposers may also attend via phone. To attend the pre-proposal via phone, please send an email to <u>procurement@portoftacoma.com</u>, (Firm name and Solicitation title in subject line) to receive the call-in information.

A pre-proposal meeting has been set up for the following date / time:

FEBRUARY 1, 2011 @ 2:00 PM (PST)

To convene at: Port of Tacoma Administration Building, One Sitcum Plaza, Tacoma, WA 98421. The pre-proposal meeting will be held in the Blair Conference Room.

Business Value Requirements

The investment management functionality of the treasury management project must provide business value in the following ways:

Improved Investment Management

- Increase the Port's Treasury staff's ability to manage the Port's investment portfolio;
- Improve the capability of managing investment returns by supporting "what if" scenarios to determine the impact of interest rate changes or the purchase/sale of an investment;
- Enhance investment performance tracking; and
- Produce industry standard portfolio metrics such as duration and yield.

Reduced Investment Management Risk

The software system will operate as the 'System of Record' for investment data, improving data integrity, simplifying the allocation of investment records to multiple funds, and reducing the risk of data errors.

A standardized set of processes simplified by the use of a software system will allow staff to more easily receive cross training and provide back-up.

Reduction of Investment Management Manual Work

By consolidating functionality into a single software system, Finance staff will gain the ability to automatically generate required monthly journal entries for investments, reducing manual workload, resulting in significant efficiencies.

Debt Management (Optional)

Similar improvements in debt management, risk reduction and reduction of manual work are expected if the Port chooses to implement the debt management functionality as an addition to the investment management functionality.

Business System Requirements

The Port has included the business system requirements (Attachment D) for your review. Based on the software system requirements, supply a detailed account of the following:

- How the proposed software solution does not meet, meets and exceeds the Port's defined requirements and process maps;
- Configuration changes to the out of the box system that are required to meet the Port's defined requirements; and
- System customizations to the out of the box system that are required to meet the Port's defined requirements.

Additional Requirements

The Port requires detailed responses to all questionnaires for the following sections:

- Technical Capabilities questionnaire (Attachment E)
- Software Manufacturer and Implementation Firm questionnaire (Attachment F)
- Implementation questionnaire (Attachment G)

The information in your responses will be used to evaluate the suitability of the proposed software system and the suitability of the proposed implementation plan for the Port. Where relevant, explain how the software and implementer meets, exceeds and fails to meet the Port's needs. Where options exist, explain these options.

C. DELIVERABLES:

- System software implemented and configured to the Port's requirements
- System license
- One year system support
- System documentation

• Training materials

D. COMPENSATION:

Please present detailed information on the firm's proposed fee structure for the services proposed. Please specify additional fees, charges, expenses, that are, or may be, billable to the Port. All rates quoted shall be 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.

Investment Management Functionality

Provide detailed breakdowns, including applicable tax, of the following costs for the investment management functionality.

- License costs Pricing for all available licensing models. The Port intends to have two system users and three system environments (Development, Test and Production);
- Implementation costs, including travel costs if applicable;
- Subscription costs, if applicable; and
- Support and maintenance costs, if applicable.

Debt Management Functionality (Option)

In addition, provide a separate detailed breakdown of the following cost, including applicable taxes, associated with implementing the debt management functionality in conjunction with the investment management functionality.

- License costs Pricing for all available licensing models. The Port intends to have two system users and three system environments (Development, Test and Production);
- Implementation costs, including travel costs if applicable;
- Subscription costs, if applicable; and
- Support and maintenance costs, if applicable.

E. PROPOSAL ELEMENTS:

Interested firms are encouraged to submit qualifications and experience in a brief, concise Proposal. Proposals are limited to 10 numbered pages <u>excluding</u> the cover letter and appendices. **Proposals that exceed 10 pages will not be reviewed**. Resumes are not included in the page count but may be added as an appendix using a maximum of 1 page per team member. Questionnaire forms will be added as an appendix and are not included in the page count. At a minimum, proposals must address:

- 1. The firm's and the proposed project team's ability to perform the work, including availability, education, registrations, certifications, and experience;
- 2. Experience of the firm and of the team members in performing the tasks similar to those identified under the Scope of Services;
- 3. Commitment of the firm to meet scope, schedule, and budget;
- 4. List of recent projects in the last three years, to include a point of contact, contact information, and a brief description for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by members of the project team will be considered;
- 5. Detailed account of how the software system meets the requirements as stated under Scope of Services;
- 6. Technical Capabilities questionnaire;
- 7. Software Manufacturer and Implementation Firm questionnaire;
- 8. Implementation questionnaire;
- 9. The firm's claim history. Describe any claim submitted by the firm to any client, or submitted by any client against the firm, within the past 2 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; and
- 10. List any exceptions your firm may have to accepting the Port's standard Terms and Conditions. Attachment A is the Port's standard Terms and Conditions; describe the nature of any exceptions to the Port's standard Terms and Conditions and firm's proposed alternative.

F. PROCUREMENT PROCESS

Issuance of RFP	JANUARY 25, 2011	
Pre-Proposal Meeting	FEBRUARY 1, 2011 @ 2:00 PM (PST)	
Proposal packets due	FEBRUARY 11, 2011 @ 4:00 PM (PST)	
Short List Consultants	FEBRUARY 17, 2011	
Interviews (if required)	FEBRUARY 24 & 25, 2011	
Execute Contract	MARCH 8, 2011	

VENDOR OBLIGATION

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, <u>www.portoftacoma.com</u> under 'Business Opportunities'; Professional and Personal Services; Current Opportunities.

To document interest in a project, the Port strongly encourages Submitters to email the Port at <u>procurement@portoftacoma.com</u> (Firm Name and Solicitation Name in subject line) to request placement on the document Holders list for this solicitation. Provide the Main Contact Name, Address, Email, and Phone number to be included on the RFP Holders list. Firms requesting to be placed on the Holders list will receive electronic notification regarding any issued addenda or other important information concerning the solicitation.

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.

COMMUNICATION / INQUIRES

All communication and inquiries shall be sent to <u>procurement@portoftacoma.com</u>. Proposer's who, relative to this scope of work, contact any individuals or Commission members representing the Port, other than <u>procurement@portoftacoma.com</u>, may be disqualified from consideration. No oral answers will be binding by the Port.

INTERPRETATIONS

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to Nadine Bonds, <u>procurement@portoftacoma.com</u>. Submitters who may have questions about provisions of these documents are to email their questions by **Friday, February 4, 2011 @ 12:00 PM (PST).** The Port will respond to all written questions submitted before the date and time listed above.

ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished to all bidders by a formal, written addendum. If at any time, the Port changes, revises, deletes, clarifies, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted at the Port's web site and conveyed to those potential submitters who have provided accurate e-mail address an to procurement@portoftacoma.com.

EVALUATION CRITERIA AND AWARD PROCESS

An evaluation team will review the proposals and evaluate all responses received based upon the criteria listed herein. The Port may request clarifications or additional information, if needed. A selection may be made based on the evaluation criteria alone or a combination of the evaluation criteria, references, and interviews.

The criteria outlined below will be used to evaluate the proposals and determine the **best value proposal**. A total of 100 points (excluding the potential for references and interviews) has been assigned to the Evaluation Criteria. Evaluators will use the points to score each proposal.

If applicable, the evaluation team will use the proposals to narrow the field to a short list of finalists. Finalists may have references checked and be scheduled for an interview by the Port. Results of the reference checks will have a Pass/Fail score and interviews will have a maximum of 100 points. Failure to participate in the interview process will result in a Proposer's disqualification from further consideration.

Finalists points will be added to the Evaluation Criteria for a total possibility of 200 points. The Port intends to select the best value Proposer and begin negotiations based on the highest scores.

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.

The selected Consultant will be invited to enter into contract negotiations with the Port. Should the Port and the selected firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next selected firm and proceed with negotiations.

Evaluation Criteria

		Weighting
1.	Ability, capacity and experience of the firm and staff to perform the services requested in the scope of services	0 – 20
2.	Firm's commitment to meeting scope, schedule and budget for work assigned.	0 – 10
3.	Cost Proposal	0 – 15
4.	Accuracy and completeness of the proposal submitted by the firm.	0 – 10
5.	Ability of the software system to meet the Port's requirements	0 – 25
6.	Suitability of the proposed software and implementation	0 – 20
	Total	100 Points
	Finalists (if applicable)	
1.	Results of reference checks for finalists	Pass/Fail
2.	Results of interviews for finalists	0 – 100
	Total	100 Points

G. SUBMITTAL PROCESS

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

procurement@portoftacoma.com. Name of Firm, Investment and Debt Management System (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals need to be limited to **8 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.

H. GENERAL INFORMATION

TRAVEL

Lodging and meal reimbursement is in accordance with the per diem rates (Attachment C). Amounts reimbursed will be computed at the rate for the physical location to which travel is authorized by the Port. Lodging and travel, other than local mileage, must be

approved in writing by the Port's Project Manager prior to performing travel. Requests for travel should include a breakout of costs associated with the requested travel.

ADDITIONAL TRAVEL REIMBURSEMENT GUIDELINES

Airfare will be reimbursed at the coach rate. The Port will reimburse for up to a mid-size vehicle with standard equipment (this does not include GPS, video screens, etc.) utilized during the performance of this agreement when travel is authorized by the Port. The Port will also reimburse for gasoline expense associated with a rental vehicle with the exception of gasoline provided/billed by the rental car company. Receipts are required for all reimbursed expenses with the exception of meals. Reimbursement will only be for actual costs incurred subject to the ceiling rates defined in Attachment B.

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 vendor 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 "BUSINESS SECRET". If a request is made for disclosure of such portion, the Port will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the Port will notify the vendor of the request and allow the vendor five (5) days to take whatever action it deems necessary to protect its interests. If the vendor fails or neglects to take such action within said period, the Port will release the portions of the Qualifications deemed subject to disclosure. 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.

ATTACHMENT A – PORT OF TACOMA TERMS AND CONDITIONS

ATTACHMENT B – REIMBURSABLE GUIDELINES

ATTACHMENT C – PER DIEM RATES

ATTACHMENT D – SOFTWARE SYSTEM REQUIREMENTS

ATTACHMENT E – TECHNICAL CAPABILITIES QUESTIONNAIRE FORM

<u>ATTACHMENT F – SOFTWARE MANUFACTURER AND IMPLEMENTATION FIRM</u> <u>QUESTIONNAIRE FORM</u>

ATTACHMENT G – IMPLEMENTATION QUESTIONNAIRE FORM

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

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.

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

Port of Tacoma Terms And Conditions Personal Services Agreement

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 for 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.
- 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.

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

Port of Tacoma Terms And Conditions Personal Services Agreement

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.

Port of Tacoma Guidelines for Consultant Fees and Reimbursable Items

General Considerations

These guidelines are intended to assist consultants in developing fee proposals; exceptions may be appropriate for the particular scope of work and should be specifically negotiated.

Rates and multipliers will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written change order.

No overtime rates of pay will be paid.

Hourly Rates And Expenses

The Port expects that the proposed hourly rates or multiplier of hourly rates include all routine overhead and internal expenses of the consultant. Inclusion of expenses in the hourly rate or multiplier reduces the amount of backup documentation required to support each invoice and expedites payment.

The Port expects that the proposed hourly rate includes the equipment, tools, software and supplies required to perform the work.

Hourly rates should be identified for all classifications anticipated to be itemized on the consultant's invoice.

Reimbursables

The Port will reimburse the following expenses at cost (when appropriate backup is provided):

- 1. Printing of review and final sets of deliverables; all deliverables shall also be provided on formatted disk at no additional charge.
- 2. Postage/shipping cost for deliverables
- 3. Film development
- 4. Mileage at \$.505/mile
- 5. Long distance telephone charges
- 6. Computer disks

Project field supplies consumed in the work will be reimbursed at cost plus 8% markup.

Unless specifically negotiated, the Port will not separately reimburse the firm for routine overhead and internal expenses, including:

- 1. Computer software or hardware usage
- 2. Graphics supplies or plotter use
- 3. Digital camera or batteries usage
- Communications (except long distance) including: Cell phone rental; Fax transmissions; and routine postage or courier.
- 5. Routine reproduction or copying, except for deliverables (see reimbursables)

Lab Samples and Analysis

The unit price should include analytical costs. Sampling should be scheduled to ensure that results are received when required at normal turnaround rates. 24-hour or rush turnaround rates will be paid only when specifically requested by the Port. Lab services provided by a third party will be reimbursed at cost plus 8% markup.

Subcontracted Services

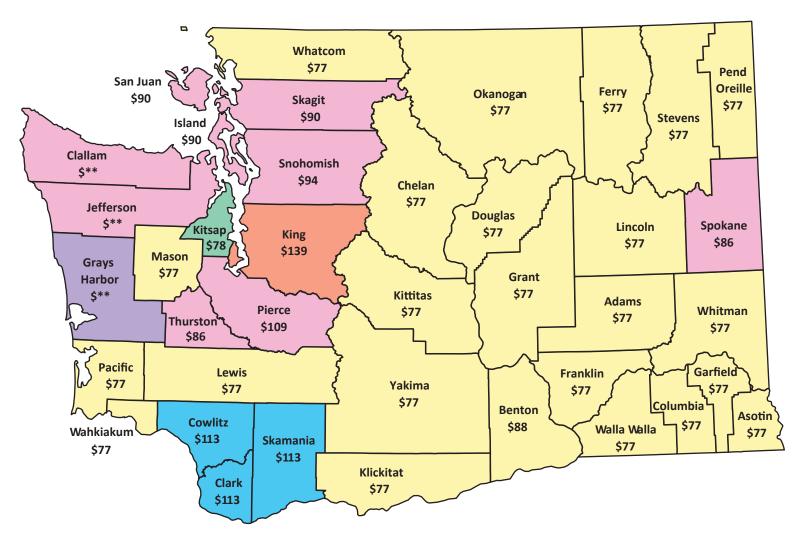
When specifically negotiated with the Port, subcontracted services will be reimbursed at cost plus 8% markup.

Invoice Format Guidelines

Invoices must be numbered in a format that shows the firm's unique sequential numbering system for invoicing.

Invoices should show description of work items being invoiced, work order number, Contract number, title of project, total authorized, total current invoice, balance of contract, individual's names and titles, hours at hourly rate, authorized expenses itemized with backup. When applicable, the invoice must show the percentage completion of each task within the scope of work. Payment will not exceed the percentage of work completed.

Per Diem Rates - As of October 1, 2010



Meal Rates						
TOTAL	В	L	D			
\$46	\$11	\$14	\$21			
\$51	\$13	\$15	\$23			
\$56	\$14	\$17	\$25			
\$61	\$15	\$18	\$28			
\$66	\$16	\$20	\$30			
\$71	\$18	\$21	\$32			

\$ Maximum Lodging Rate

** Seasonal Lodging Rates (see table) POV mileage rate \$.50 per mile (Effective January 1, 2010)

** Seasonal Lodging Rates for Counties:					
Clallam & Jefferson	07/01 - 08/31 09/01 - 06/30	\$123 \$94			
Grays Harbor	07/01 - 08/31 09/01 - 06/30	\$107 \$88			

For Out-of-State Per Diem Rates, refer to the GSA website at: http://www.gsa.gov. To get the total meal and incidental expense rate breakdown of individual meal allowances, refer to the State Administrative and Accounting Manual (SAAM), Subsection 10.40.10.c