



**PORT OF TACOMA (PORT)
REQUEST FOR PROPOSALS (RFP)
NO. 092026-1056**

MAXIMO HOSTING AND SUPPORT SERVICES

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

RFP INFORMATION	
Contact:	Michelle Walker, Procurement Analyst
Email Addresses:	procurement@portoftacoma.com
Phone:	253-888-4744
Bidders Conference	October 12, 2026 @ 9:30 AM
Questions Due Date	October 16, 2026 @ 2:00 PM
Proposals Due Date	November 6, 2026 @ 2:00 PM

**SUBMIT ALL QUESTIONS AND PROPOSALS VIA THE PROCUREMENT PORTAL.
(LINK LOCATED ON THE LEFT SIDE OF THE PROCUREMENT WEB PAGE)**

PORT

RFP 092026-1056

Maximo Hosting and Support Services

A. PROCUREMENT OVERVIEW

The Port of Tacoma (**PORT**) is soliciting proposals from firms interested in providing Maximo Hosting and Support Services. PORT anticipates awarding the following two (2) Agreements with this procurement:

1. **Maximo Hosting Subscription Agreement:** A single Hosting Subscription Agreement with a vendor for hosting and providing basic operational support of the PORT's Production and Test Maximo systems in a MAS cloud environment utilizing the PORT's existing App Point licenses (**BYOL**). Budget target: \$90,000 - \$130,000 / year + any applicable Washington State Sales Tax (**WSST**).
2. **Master Services Agreement (MSA):** A single non-exclusive MSA with a vendor for providing services on an on-call / task-order basis for consulting, assessment, development, support, migration, and other services related to the PORT's Maximo solution. We anticipate awarding two (2) initial Task Orders under this MSA:
 - a. **Task Order 1:** MAS Migration Project
 - Type: Fixed Price, Milestone-based
 - Budget target: \$100,000 - \$160,000 + WSST
 - b. **Task Order 2:** Production Support
 - Type: Time & Materials (**T&M**) with monthly fee
 - Budget estimate: \$40,000 - \$60,000 / year + WSST

Additional project and support Task Orders under this MSA are likely in the future but not guaranteed.

The period of performance for each agreement shall be two (2) years from the execution of the agreement, with options for renewal at the sole discretion of the PORT, for a possible total of 6 years. Proposals must address both agreements above. The PORT is open to awarding both agreements to a single vendor or to two different vendors (Maximo Hosting Subscription Agreement to one vendor and the Master Services Agreement to another vendor). However, the two vendors should **partner and submit a joint proposal** in response to this RFP, so we know that the two vendors are able to work together to provide the services that the PORT requires.

Task Orders and Purchase Orders will be issued using these agreements for defined scopes of work and subscription services related to Maximo Hosting and Support Services. Projects and Purchase Orders issued under these agreements will be individually authorized in accordance with the PORT Master Policy.

The PORT Standard Terms and Conditions that apply to the Master Services Agreement (MSA) are included in 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.

Submitted proposals must incorporate all agreed upon terms and conditions without any exceptions or changes. Response submittal is agreement to the Contract without any exceptions. If the Proposer is awarded a contract and refuses to sign the attached Contract form, the PORT may reject the Proposer from this and future solicitations for the same work. **Under no circumstances shall Proposer submit its own contract template or form for the MSA.**

Subscription/SaaS Agreements may have their own T&Cs but shall be reviewed and approved in writing by the PORT's Contracts, Risk Management, and General Counsel after intent to award and prior to execution.

B. 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.

The PORT has been using Maximo for about twenty-five (25) years. We currently use Maximo as our Computerized Maintenance Management System (**CMMS**) for managing Service Requests, Work Orders, Assets, and Inventory Items. For many years we also utilized Maximo for Contracts and Purchasing. A few years ago, PORT implemented a new Microsoft D365 Enterprise Resource Planning (**ERP**) system and at that time we moved contracts and purchasing functionality from Maximo to our new ERP solution, including purchasing for inventory items. A handful of integrations (see Attachment D) were implemented to allow us to keep our D365 ERP and Maximo systems in sync.

The PORT currently hosts Maximo EAM 7.6.1.3 in our Microsoft Azure private cloud tenant with PORT IT managing the Azure VMs and services. Maximo operational and project support are provided by a Maximo support vendor, whose contract will expire soon.

In the near-term, the PORT desires to migrate to Maximo Application Suite (**MAS**) with the environment being hosted by a MAS hosting provider (not in our Azure environment). We intend to remain on MAS at least through 2028.

Longer term plans for the PORT's CMMS are not finalized, but we will likely move remaining Maximo functionality to Microsoft D365 Supply Chain Management (**D365 SCM**). We expect to start planning and preparing for this move in 2027 and begin migration efforts in 2028 but do not anticipate completing the move to D365 SCM until early 2029.

C. SCOPE OF SERVICES

NOTE: Both scope categories below will need to support PORT's Maximo environment, integrations, and configurations. **Please see Attachment D** for a description of our current Maximo environment, related configurations, integrations,

ATTACHMENT A: INSTRUCTIONS FOR PROPOSING

and requirements that will need to continue to be supported after migrating to the hosted MAS environment.

1. **Maximo Hosting Subscription**

- Provide hosting and basic operational support for the PORT's Maximo Application Suite (**MAS**) Production and Test environments on a fixed-price monthly or annual subscription basis.
- Budget target: \$90,000 - \$130,000 / year + WSST
- Provide routine administration, maintenance, patching, version upgrades, and operational support services.
- Services to be provided remotely, no travel is required.
- Maximo Licensing Approach: We currently own 200 App Point licenses. Audits using IBM scripts show that we are using well under 200 points at our peak usage times. We intend to continue using our existing licenses after we move to the hosted MAS environment.
- Service Level Expectations:
 - See Uptime, RTO, and RPO requirements in Attachment D
 - Support ticket SLA.
 - System outages (Production):
 - 15-minute response time
 - 30-minute service restoral time
 - 24 hours/day, 7 days/week
 - Critical issues preventing business function (Production):
 - 1 hour response time
 - 1 day resolution or acceptable work-around time
 - 6:00 AM – 6:00 PM US Pacific time zone
 - Non-critical issues (Production & Test):
 - 1 day response time
 - 4 day resolution time
 - 6:00 AM – 6:00 PM US Pacific time zone

2. **Project and Hourly Support Services (MSA)**

Provide project and support services on an on-call / task-order basis for consulting, assessment, development, development, support, migration, and other services related to the existing Azure-hosted EAM 7.6.1.3 and future 3rd party hosted MAS Maximo solution.

We anticipate awarding two (2) initial Task Orders (**a** and **b** below) under this MSA as part of this RFP. Future Task Orders under this MSA are also likely (**c** below):

a. Task Order 1: MAS Migration Project

- Type: Fixed Price – Milestone based
- Desired timeframe: Completion before end of Q2 2027
- Budget target: \$100,000 - \$160,000 + WSST
- Understand the PORT's current environment.
- In coordination with the MAS hosting provider, plan and execute project tasks to migrate the PORT's current Azure-hosted EAM 7.6.1.3 environment configurations, integrations, and data to the new hosted

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MAS 9.x environment with minimal disruption to users and acceptable performance.

- Minimum set of deliverables:
 - Discovery and validated as-is environment information/inventory.
 - Solution and hosting architecture
 - Migration plan and detailed cutover plan
 - Rollback plan
 - Data reconciliation report
 - Integration validation results
 - Security and access validation
 - Backup and recovery test
 - UAT plan and entry/exit criteria
 - Go-live readiness checklist.
 - Knowledge-transfer sessions
 - As-built documentation
- It is anticipated that work for this Task Order can be performed remotely with no travel required but key resources would need to be available during the PORT's business hours in the US Pacific time zone.

b. Task Order 2: Production Support

- Type: Combination of monthly fee plus hourly rate/T&M for hours used in excess of what is covered by the monthly fee
- Timeframe: Ongoing, as needed
- Budget estimate: \$40,000 - \$60,000 / year + WSST
- Support diagnosing and resolving issues for the PORT's Maximo Production and Test environments that are beyond the basic operational support that is provided under the MAS Hosting agreement, including supporting the PORT's existing Maximo integrations.
 - Service Level Expectations:
 - Critical issues preventing business function: 1 hour response time and 24-hour resolution or acceptable work-around time, 6:00 AM and 6:00 PM US Pacific Time
 - Non-critical issues: 1 day response time and 4-day resolution time, 6:00 AM and 6:00 PM US Pacific Time
 - Occasional planned after-hours support may be required for certain types of changes to avoid planned outages during daytime business hours.
- Provide support for minor changes/enhancements to the PORT's Maximo configuration (larger project-sized changes will be managed as separate Task Orders).
- It is anticipated that work for this Task Order can be performed remotely with no travel required but key resources would need to be available during PORT's business hours in the US Pacific time zone.

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c. Possible Future work under the MSA:

- As requested by the PORT, additional projects may be undertaken and authorized using Task Orders under the MSA, but future work is not guaranteed.
- Some examples of possible future project task orders include introduction of a mobile solution, integration with our Esri GIS system, advanced inventory management, additional integrations with D365, or, if the PORT decides that our long-term CMMS platform will be D365, partnering with the PORT's D365 vendor to assist with migration of functionality from Maximo to D365 Supply Chain Management (**SCM**).
- When future projects are requested, the selected Consultant will work with the PORT to understand our requirements then issue a Statement of Work (**SoW**) that the PORT will use as the basis of a Task Order.

D. INTERLOCAL COOPERATION ACT

RCW 39.34 allows cooperative purchasing between public agencies and other political subdivisions. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the PORT, those agencies are eligible to purchase from Contracts established by the PORT. Such agencies may ask PORT Contractors to accept orders from the agency, citing the PORT contract as the basis for the order. The Contractor may accept or decline such orders. If the Contractor accepts an order from another public agency using the PORT contract as the basis, the Contractor agrees to sell additional items at the same contract prices, terms, and conditions. The PORT accepts no responsibility for the payment of the purchase price by other governmental agencies.

E. PROPOSAL ELEMENTS & EVALUATION CRITERIA

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

Proposals are limited to 15 numbered pages (8 ½ by 11 inch) **excluding** the cover letter, compensation information, and all requested appendices. All pages shall be in portrait orientation with 1-inch (1") margins. Font size must be 10-point or larger. Proposals that do not follow this format may be rejected. Submittals need to be limited to **20 MB** in total size.

The cover letter shall include the RFP Number & Title in the subject line, the Name, Title, Email Address, Phone Number, and current Address of the submitting team's main contact and include the following information (even if the answer is none):

ATTACHMENT A: INSTRUCTIONS FOR PROPOSING

- Describe any claim submitted by any client against the prime firm within the past two (2) years related to the professional services provided by the firm or its key personnel. For purposes of this requirement, claim means a sum of money in dispute in excess of ten percent (10%) of the Consultant's fee for the services provided.
- Any real or perceived conflicts of interest for team members, inclusive of the prime, subconsultants and key team members.

Joint proposals from two vendors partnering on this procurement should include the information above for each of the proposing vendors on the cover letter.

Proposals submitted with altered, edited, or conditioned MSA Terms and Conditions not previously agreed upon during the Question-and-Answer phase shall be considered non-responsive and shall not be considered for evaluation.

Subscription/SaaS Agreements shall be reviewed and approved in writing by the PORT's Contracts, Risk Management, and General Counsel prior to execution.

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

INITIAL EVALUATION PHASE

1. Maximo Hosting Services Qualifications and Experience 25 PTS

- a) Provide your firm's subscription or SaaS agreement for MAS hosting services as an attachment to your proposal. This attachment will not count toward the 15-page limit.
- b) Discuss qualifications and experience of your firm for providing MAS hosting services, including certifications and other information that differentiates your firm from other firms for providing MAS hosting services.
- c) Share information on your firm's approach for application monitoring, data backup/restore procedures, disaster recovery plan, application patching, and version upgrades. Share your hosted MAS availability record and Service Level Agreement (**SLA**).
- d) Describe your proposed hosting approach, including which cloud environment is utilized (IBM, AWS, MS Azure, GCP, OCI, etc.), which database platform is used, and why this is a good fit for the PORT's Maximo environment.
- e) Describe the cybersecurity practices and framework models with which you are compliant. The PORT is required to comply with CFR 33 Part 101 subpart F but is interested in this and other frameworks that the solution is compliant with as well (NIST 2.0 Cybersecurity Framework, ISO/IEC 27001 & 27002, SOC 2, CIS).
- f) Describe how you approach access to hosted MAS environments by your customers and how you support integrations with external customer systems. Describe how you would support the PORT's existing integrations described in Attachment D. If there are integrations that the PORT has that would be problematic to support in your hosted environment, describe proposed alternative approaches.
- g) Describe how customers leave your hosted environment, including export of databases, attachments, and configurations; transition assistance; and cooperation with replacement vendors.

2. Project and Support Services Qualifications and Experience 20 PTS

- a) Share your firm's experience, certifications and other information that differentiate your firm from other firms for providing Maximo support services. Also discuss your firm's experience working with maritime logistics, port, government, and supply chain customers.
- b) Discuss your firm's experience developing integrations between Maximo and other systems.
- c) Provide information about the makeup of your firm's project and support resources, including qualifications, structure, and primary working time zones. Resumes of up to one page per person may be attached to your proposal, if desired, and will not count toward the 15-page limit.
- d) Provide a plan for communication and coordination between your team, the PORT's team, and MAS hosting provider, for support and project activities and how you would work with the PORT to understand our needs for future potential projects.

3. MAS Migration Project (Task Order 1) 20 PTS

- a) Provide a Statement of Work (SoW) describing how your firm would conduct a project to migrate the PORT's existing Maximo environment (Production and Test) to the new MAS hosted environment, including key tasks, deliverables, and anticipated timeline for the scope specified in the Scope of Services section (C-2-a). The SoW may be included as an attachment to your proposal and will not count towards the 15-page limit.
- b) Describe how your firm, in partnership with the MAS hosting provider, will handle migration of data, configurations, integrations, and customizations. Describe how you will partner with the PORT's business and IT resources to coordinate user acceptance testing.
- c) Identify any assumptions or dependencies you have, risks beyond your control that you see in providing this service, and how you would you mitigate them.

NOTE: Do not include costs in this response item. Migration project cost information should be provided in item #5-b below (Compensation).

4. Production Support (Task Order 2) 15 PTS

- a) 10 pts: Provide a Statement of Work (SoW) describing how your firm would provide production support services specified in the Scope of Services section (C-2-b). The SoW may be included as an attachment to your proposal and will not count towards the 15-page limit.
- b) 5 pts: Describe how your firm would support the PORT in providing on-call hourly support for our Maximo environment, including:
 - Diagnosing and resolving production issues, including support for integrations between Maximo and other systems as described in Attachment D.
 - If two Proposers are partnering on this proposal submission, then include a table clarifying which Proposer (MAS Hosting Provider or Maximo Support Vendor) is responsible for providing which support services, including: Infrastructure and platform monitoring, Red Hat OpenShift

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platform administration, Database administration, Maximo / MAS application administration, IBM product defects / IBM support cases, Patch and upgrade deployment, Integration monitoring, Failed integration retries and troubleshooting, Performance troubleshooting, Security incident response, Backup and restore, Disaster recovery testing, User provisioning, Configuration and code defects, Minor enhancements, and other services you believe are relevant to the PORT's Maximo environments. Indicate which support aspects are included in the hosting subscription, and which are covered by MSA Production Support (Task Order 2).

NOTE: Do not include costs in this response item. Production support cost information should be provided in item #5-c below (Compensation).

5. Compensation 20 PTS

In a separate PDF document, provide detailed cost information for each of the following items:

- a) **MAS Hosting and Operational Support Subscription** – Provide annual costs for hosting the PORT's MAS environments (Production and Test). (10 pts)
- b) **MSA Task Order 1: MAS Migration** - Provide firm fixed costs for the EAM to Hosted MAS migration project Task Order based on the SoW you provided in response to item #3 above. (5 pts)
- c) **MSA Task Order 2: Production Support** – Provide monthly fee, hours included with the monthly fee, and hourly rates for the roles that would be providing support for the Production Support Task Order based on the SoW you provided in response to item #4 above. Hourly rates also apply for potential future hourly/T&M based Task Orders. (5 pts)
 - a. Monthly fee for Task Order 2 and how many hours that includes. (2 pts)
 - b. Hourly rates for Task Order 2 excess hours and future T&M based Task Orders (3 pts)

Compensation information MUST be provided separately from the proposal, in an individual PDF document using the format in Attachment E - COST BREAKDOWN.

All rates quoted shall be:

- a) Fixed, fully burdened, including, but not limited to administrative overhead (all direct/indirect expenses included).
- b) Quoted in US Dollars.
- c) Full cost exclusive of Washington sales tax (**WSST**) 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.

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FINAL EVALUATION PHASE (if applicable)

If the PORT conducts a Final Evaluation Phase, scores assigned during that phase will replace the shortlisted proposer's Initial Evaluation Phase score. The final ranking will be based solely on the evaluation criteria and points identified for the Final Evaluation Phase.

1. Oral Presentations (if requested) 100 PTS

Oral Presentations may be conducted with the top-ranked proposers. Failure to participate in the process will result in the proposer's disqualification from further consideration. Oral Presentations will be conducted by online video meeting.

2. Best and Final Proposal (if requested) 100 PTS

After Oral Presentation discussions are conducted in #1 above, proposers may be asked to submit a best-and-final proposal.

3. Vendor Cybersecurity Self-Assessment (if requested)Pass/Fail

Short-listed proposers will be required to complete a Cybersecurity Self-Assessment questionnaire as part of the PORT's third-party cybersecurity risk review. The PORT may also request a follow-up discussion and non-proprietary supporting documentation to clarify or validate responses.

4. References (if requested)Pass/Fail

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

LIST OF ATTACHMENTS:

Att.	Title	Notes
A	Instructions for Proposing	Attached to RFP document
B	MSA Template and Terms & Conditions	Attached to RFP document
C	Task Order Template	Attached to RFP document
D	Current Maximo Environment and MAS Hosting Requirements	Attached to RFP document
E	Cost Breakdown	Separate attachment file (Word)
F	Proposal Document Checklist	Attached to RFP document

PROCUREMENT PROCESS**SOLICITATION TIMELINE:**

The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of PORT.

Issuance of RFP	Sept 25, 2026
**Bidders Conference	Oct 12, 2026 @ 9:30 AM
*Last day to submit questions	Oct 16, 2026 @ 2:00 PM
*Proposal packets due	Nov 6, 2026 @ 2:00 PM
Review/Shortlist	Nov 30, 2026
*Oral presentations (if required) *	Dec 1 – Dec 9, 2026
*Final selection	Dec 11, 2026
*Execute agreement(s)	Dec 18, 2026

*Dates are tentative and subject to change.

All status updates on the above solicitation timeline will be announced on PORT's website for this solicitation.

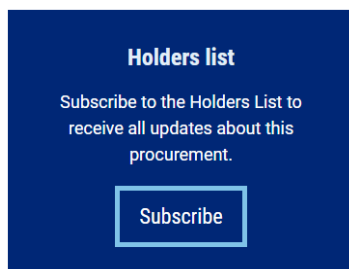
**** Proposers wishing to attend the Bidder's Conference click on link below to access Microsoft Teams meeting at scheduled time. Per PORT policy, the meeting will NOT be recorded.**

<https://teams.microsoft.com/meet/252147999274891?p=TXwxtuZpaeO3WG1AI6>

VENDOR OBLIGATION

The Northwest Seaport Alliance (**NWSA**) and Port of Tacoma's (**PORT**) Request for Proposals shall be submitted on the following website, www.portoftacoma.com (**PORT**) 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.

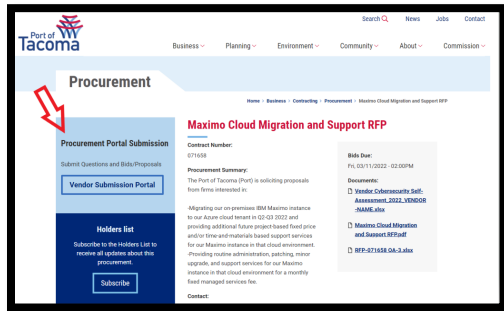
***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, until a firm is selected.**

COMMUNICATION / INQUIRES

All communications are to be sent through Michelle Walker, the Procurement Analyst.

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

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department via the Procurement Portal (Portal link is accessible via this specific procurement's webpage. See left side of page.)



Proposers who may have questions about provisions of these documents must submit their questions by the date listed on the solicitation. The PORT will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

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

Electronic Submittal:

PROPOSALS must be received via the procurement portal on or before the date and time outlined on the front page of this RFP.

Procurement Submission Portal Instructions:

Navigate to this procurement's web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#) or [Procurement | Northwest Seaport Alliance](#). While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).

Full instructions on how to utilize the submission portal can be found on PORT's Procurement website.

ATTACHMENT A: INSTRUCTIONS FOR PROPOSING

Please submit proposals, including all separate attachments and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to 20 MB in total size. **It is the Consultant's responsibility to verify the receipt of the submittal.**

***Late proposals shall 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 replace the short-listed firm's initial evaluation scores. Final selection will be based on the final evaluation scores.

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

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 Solicitation Documents, an evaluation procedure, the PORT's objection to a Proposer or a person or entity proposed by the Proposer, 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 Solicitation shall cause a written protest to be filed with the PORT within two (2) business days of the event giving rise to

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the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Proposer, the 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 best value to the PORT 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, 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 Proposer(s) with the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Proposer and the PORT, the Contracts Director or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Proposer and any other affected Proposer(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 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 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 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 Proposer.

If a Proposer considers any portion of its response to be protected under the law, the Proposer 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 Proposer of the

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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 Proposer 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 B – MASTER SERVICES AGREEMENT TEMPLATE
& PORT ENTITIES' TERMS AND CONDITIONS

MASTER SERVICES AGREEMENT NO. [CONTRACTNO]

TITLE: Maximo Support Services

Consultant: [VENDOR], [VENDORADDRESS]

CONTRACT OWNER: [PM] PROJECT NO./G/L NO.:

THIS AGREEMENT is made and entered into by and between the Port of Tacoma (hereinafter referred to as the **PORT**) and [VENDOR] (hereinafter referred to as the **Consultant**) for the furnishing of Maximo Support Services (hereinafter referred to as the **Services**).

The PORT and Consultant mutually agree as follows:

SCOPE OF AGREEMENT

Consultant will provide consulting, assessment, software development, enhancement, customization, subscriptions, and support related to Services.

The PORT will authorize individual projects with specific scopes and deliverables under this Master Services Agreement and issue Task Orders before Consultant begins any billable project work.

The PORT will issue Purchase Orders for support services before commencement of billable support services.

TERM

The term of the Agreement shall be from the date of execution through [INITIAL TERM END DATE].

AGREED

This agreement is expressly conditioned upon the Terms and Conditions attached hereto, which are an integral part of this agreement.

PORT OF TACOMA

[VENDOR]

By

By

Axa Turney

Date

Sr. Contracts Administrator

[VENDORSIGN]

Date

[VENDORTITLE]

**ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
& PORT ENTITIES’ TERMS AND CONDITIONS**

1. Relationship of the Parties

Consultant and its employees are independent Contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. Subconsultant and Supplier Relations

- a. Subconsultants at all tiers shall be approved by the Port of Tacoma and the Northwest Seaport Alliance (collectively referred to as the Port Entities) prior to performing Services in support of this Agreement between Consultant and Port Entities.
- b. The award of a subcontract does not create a contract between the Port Entities’ and the subconsultant. Subconsultants shall have no rights whatsoever against the Port Entities by reason of their contract with the Consultant. The foregoing provision shall apply with equal force to subconsultants, suppliers and all other persons or parties otherwise engaged by the Consultant to do any portion of the Services.
- c. The Consultant shall ensure every subcontract shall bind the subconsultant to the terms of this Agreement. The Consultant shall appropriately monitor the activities of the subconsultant. In no event shall the activities of the subconsultant operate to release or reduce the liability of the Consultant to the Port Entities for any breach in the performance of the Consultant’s duties.

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

- a. Consultant agrees to comply with all local, state, tribal, and federal laws and regulations applicable to the Services existing at the time this Agreement was executed or that became applicable subsequent to this Agreement’s execution, and those regarding employee safety, the workplace environment, and employment eligibility verifications as required by the Immigration and Naturalization Service (INS). Consultant shall obtain and maintain

all professional licenses and permits required to complete the Services.

- b. Consultants must comply with all Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA), Department of Labor (DOL), Environmental Protection Agency (EPA), and other applicable environmental standards as prescribed by law while on or occupying Port Entities’-owned properties.
- c. The Consultant is responsible for ensuring that all personnel performing Services are paid wages in accordance with federal, state, and local laws when applicable.

5. Records and other Tangibles

- a. **Port Entities’ Data** means any data, records, or information provided by or pertaining to Port Entities’, including but not limited to operational, financial, and personal data.
- b. The Port Entities are public entities and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56, and the Washington Secretary of State’s Local Government Common Records Retention Schedule (CORE). Therefore, until the expiration of six (6) years after the term of this Agreement, Consultant agrees to maintain records of all activities performed for the Project, in providing the Services as created or maintained by Consultant. Upon the Port Entities’ written notice and request, the Consultant shall provide a copy of such records requested to the Port Entities, at Consultant’s sole cost and expense for any reproduction, retrieval, or delivery costs incurred by Consultant. Consultant may redact information that is protected from disclosure under applicable law, provided that Consultant shall produce the remainder of the record. Consultant shall preserve records beyond the six (6) year period in the event of pending or anticipated litigation, audit, investigation, claim, or dispute, or if otherwise required by law.
- c. The Port Entities’ or its designated agent, and federal, state or other governmental auditing authorities, upon advanced written notice to Consultant, shall have the right to audit this Agreement and access to all records and documents related to the Services for a period of not less than six (6) years after completion of all projects or until resolution of any litigation, audit,

**ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
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investigation, claim, or dispute related to this Agreement whichever occurs last. Any examination and/or audit provided for under the Agreement shall to the extent possible be conducted during Consultant's normal business hours. The Port Entities may require access on shorter notice or outside normal business hours when necessary to comply with applicable law, respond to an emergency or security incident, investigate suspected fraud, preserve evidence, respond to a public-records request, or address regulatory or other governmental requirements. Consultant may withhold or redact information only to the extent disclosure is prohibited or exempt under applicable law, including legally privileged information or information subject to a legally applicable statutory exemption. Consultant shall not withhold records from the Port Entities solely because Consultant considers such records to be confidential, proprietary, trade secret, internal, or commercially sensitive. Audits shall be limited to no more than one (1) audit per calendar year, unless required by applicable law or regulatory authority.

6. Custom Code and/or Custom Reports

Any custom code or custom report to be developed by the Consultant for the Port Entities will be mutually agreed to in a SOW or Project.

7. Disclosure

All information developed by the Consultant, all analyses or opinions reached by the Consultant (**Instruments of Service**) and all information made available to the Consultant by the Port Entities, shall not be disclosed by the Consultant without the prior written consent of the Port Entities.

8. Compensation

- a. As full compensation for the performance of its obligations of this Agreement and the Services, the Port Entities shall pay the Consultant as specified in the Agreement.
- b. The Consultant is responsible for working within the Contract Sum. Should the consultant incur costs beyond the Contract Sum without an executed amendment to this Agreement, the Consultant shall be solely responsible for any additional amounts above the contract value.

9. Invoices

- a. Consultant shall submit detailed numbered invoices showing descriptions of the

Services being invoiced, title of the Project, total authorized, total current invoice, hours, hourly rate, and all authorized expenses, if allowed, in accordance with the Port Entities' "Guidelines for Consultant Fees and Reimbursable Items," within thirty (30) days.

- b. Consultant agrees to submit timely invoices as the Services progress. Invoices that are submitted for payment ninety (90) days or more after the Services were completed are subject to non-payment.
- c. Un-invoiced Services performed through December 31 of each year shall be invoiced no later than the seventh (7th) day of the following month. If the Consultant is unable to provide an invoice, the Consultant shall advise the Port Entities in writing with a summary of the work completed and the accrual amount to be invoiced through December 31 of that year.

10. Costs and Disbursements

Consultant is responsible for and shall pay all costs and disbursements required for the performance of the Services.

11. Standard of Care

- a. Consultant shall perform the Services to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings, and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such Services.
- b. The Port Entities' approval of plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port Entities' arising from the Consultant's errors, omissions, or negligent performance of the Services.

12. Time

Time is a material consideration in the performance of the Services. The Consultant shall complete the Services within the agreed schedule, including any established milestones and task completion dates, and the overall period of performance. The completion dates for tasks may be modified by a written directive; however, the period of performance for the Agreement may only be modified through an amendment. The period of performance and

**ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
& PORT ENTITIES’ TERMS AND CONDITIONS**

contract milestones shall not be extended because of any unwarranted delays attributable to the Consultant. The period of performance and contract milestones may be extended in the event of a delay caused by the Port Entities’ which results in a delay in the performance of an affected task, because of unavoidable delay caused by any governmental action, or other conditions beyond the control of the Consultant, which could not reasonably be anticipated and which results in a delay in the period of performance and contract schedule. Upon mutual agreement, the period of performance may be accelerated to meet Project requirements.

notification. The Consultant shall submit a corrective action plan indicating the steps to be taken to correct the specified deficiencies within fifteen (15) calendar days of the notification. The corrective action plan shall specify the proposed completion date for bringing this Agreement into compliance within the number of calendar days specified by the Port Entities.

13. Assignability

The Consultant may not assign, transfer, or novate all or any portion of the Agreement to a non-related entity, including but not limited to any claim or right to the Contract Sum, without the Port Entities’ prior written consent. If the Consultant attempts to make an assignment, transfer, or novation without the Port Entities’ consent, the assignment or novation shall be of no effect, and the Consultant shall nevertheless remain legally responsible for all obligations under the Agreement. The Consultant also shall not assign or transfer to any third party any claims it may have against the Port Entities’ arising under the Agreement or otherwise related to the Project.

14. Termination of Agreement

a. Termination for Default:

- i. The Port Entities’ may terminate this Agreement, in writing, if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the Port Entities. provided that the Consultant has been given an opportunity to cure.

1. Cure Notice: If the Port Entities determines that a breach of this Agreement has occurred and if the Port Entities deems said breach to warrant corrective action, the following sequential procedure shall apply:

- a. The Port Entities shall provide the Consultant with a written Cure Notice, notifying the Consultant of the nature of the breach.
- b. The Consultant shall respond within five (5) calendar days of the

b. Show Cause Notice:

- i. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, the Port Entities shall provide the Consultant with a written Show Cause Notice; notifying the Consultant of their requirement to notify the Port Entities in writing within seven (7) calendar days of any reason the Port Entities should not terminate this Agreement. At the expiration of the seven (7) calendar day period the Port Entities’ may commence termination of this Agreement in whole or in part.
- ii. The Port Entities’ may withhold payment due to Consultant, instruct the Consultant to stop work and to refrain from incurring additional costs until the Port Entities are satisfied that the breach has been corrected.
- iii. No increase in total price or period of performance shall result from breach of this Agreement; and
- iv. Nothing herein shall be deemed to affect or waive any other rights of the Port Entities.

c. Notice of Termination:

- i. If the Port Entities’ terminate this Agreement for default, the Port Entities’ shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the Port Entities’ incurs because

**ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
& PORT ENTITIES' TERMS AND CONDITIONS**

of the Consultant's default. In such event, the Port Entities' shall consider the actual costs incurred by the Consultant in performing this Agreement to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services are in a form or of a type which is usable and suitable to the Port Entities' at the date of termination, the cost to the Port Entities' of completing the Services itself or of engaging another firm to complete it and the inconvenience and costs which may be required to do so, and other factors which affect the value to the Port Entities' of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price or Contract Sum set forth in this Agreement. This provision shall not preclude the Port Entities from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

- ii. Upon receipt of a termination notice, the Consultant shall at no additional cost to the Port Entities':

1. Promptly discontinue all Services (unless the notice directs otherwise).
2. No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the Port Entities' specifications, calculations, reports, estimates, summaries, official Project documentation and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for this Agreement where the Port Entities' have paid the Consultant for such items.
3. Upon termination, the Port Entities' may take over the Services and prosecute the same to completion by

agreement with another party or otherwise.

d. Termination for Convenience:

- i. The Port Entities' may terminate this Agreement, for the convenience 'upon sixty (60) days' prior written notice to the Consultant.
- ii. If the Port Entities terminate this Agreement for convenience, the Port Entities shall pay the Consultant for the following items:
 - a) The amount for Direct Labor Costs and Indirect Costs in accordance with the Agreement for Services satisfactorily performed to the date of termination.
 - b) Reasonable invoiced Other Direct Costs as allowed by the Agreement, actually incurred before the date of termination; or
 - c) Reasonable termination settlement costs the Consultant actually incurred unless the Port Entities determine to assume said commitments. Reasonable termination settlement costs include settlement costs for subconsultants, and reasonable accounting and clerical costs actually incurred by the Consultant.
- iii. Upon receipt of a termination notice the Consultant shall at no additional cost to the Port Entities:
 - a) Promptly discontinue all Services (unless the notice directs otherwise).
 - b) No later than fourteen (14) calendar days after receipt of termination, deliver or otherwise make available to the Port Entities, all Port Entities information including but not limited to work product, deliverables, specifications, calculations, reports, estimates, summaries, and Project documentation prepared for the Port Entities in connection with this Agreement, whether completed or in progress, that are in the Consultant's possession or control; provided, however, the Consultant shall have no obligation to deliver or make available its internal work papers, proprietary tools, pre-existing materials, or materials the

**ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
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Consultant is not legally permitted to disclose, Port Entities' information and all equipment/materials purchased specifically for this Agreement where the Port Entities have reimbursed the Consultant for such costs;

- c) c) Take commercially reasonable actions, for the protection and preservation of property related to this Agreement that is in the possession of the Consultant and in which the Port Entities have or may acquire an interest.
- iv. Within sixty (60) calendar days of receipt of the notice of Termination for Convenience, the Consultant shall submit to the Port Entities Termination Settlement Proposal. The Termination Settlement Proposal shall include:
 - a) Request for direct labor costs and indirect costs for services satisfactorily performed to the date of termination.
 - b) As allowed by the Agreement, actual and reasonable other direct costs incurred before the termination.
 - c) Documentation supporting all costs identified in the Termination Settlement Proposal; and
 - d) A statement certifying, under penalty of perjury, that the Termination Settlement Proposal is made in good faith, the Termination Settlement Proposal and supporting data are true and accurate to the best of the Consultant's knowledge and belief, the Termination Settlement Proposal is fully supported by the accompanying information, and the amount requested accurately reflects the amount for which the Consultant believes the Port Entities are responsible.
- v. Termination settlement costs and proposals are subject to audit verification by the Port Entities.
- vi. Upon termination, the Port Entities may take over the work and prosecute the same to completion by agreement with another party or otherwise.

15. UPDATES APPROVED BY PORT ENTITIES WITH EDITS Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions within thirty (30) days, 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 (50/50) between the Consultant and Port Entities. If mediation is unsuccessful within thirty (30) days after commencement, either party may pursue other remedies available at law or in equity.

16. Venue & Governing Law

Venue for any dispute resolution shall be in Pierce County, Washington. Exclusive 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.

17. Integration and Merger/ Extent of Agreement

- a. This Agreement represents the entire and integrated understanding between the Port Entities' and Consultant, supersedes any previous written or oral representations, and may be amended only by written instrument signed by both the Port Entities and Consultant. No verbal agreement or conversation between any officer, agent, associate or employee of Port Entities and any officer, agency, employee, or associate of Consultant prior to or following the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.
- b. Authority to sign. All signers of this Agreement warrant that they have the authority to enter into this Agreement and to bind the entity for which they represent.

18. Non-Discrimination

- a. Nondiscrimination in Employment and Provision of Services. During performance of this Agreement, the Consultant and all parties subcontracting under the authority of this Agreement shall comply with all applicable federal, state, and local laws prohibiting discrimination in employment and the provision of services. The Consultant shall not discriminate against any employee, applicant for employment, or person receiving services on the basis of any characteristic protected by applicable law, including, as applicable, race, color, religion, sex, national origin, age, disability, veteran

**ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
& PORT ENTITIES' TERMS AND CONDITIONS**

or military status, sexual orientation, or any other legally protected status.

- b. Equal Employment Opportunity. The Consultant and all parties subcontracting under the authority of this Agreement shall provide equal employment opportunity and shall make employment decisions, including recruitment, hiring, promotion, compensation, training, discipline, and termination, based on lawful, job-related, and merit-based criteria and without unlawful discrimination. Nothing in this Agreement shall be construed to require or authorize quotas, preferences, set-asides, workforce balancing, or other preferential treatment based on race, color, sex, national origin, or any other protected characteristic, except to the extent expressly required or permitted by applicable law.
- c. Federal Contracting Requirements. To the extent this Agreement is subject to federal contracting requirements, the Consultant and applicable subcontractors shall comply with all nondiscrimination, equal employment opportunity, and other applicable requirements incorporated into this Agreement by federal statute, regulation, executive order, federal award terms, or applicable federal contract clause.
- d. The Consultant 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.

19. Indemnity / Hold Harmless Clause

- a. The Consultant shall indemnify, defend and hold harmless the Port Entities and its commissioners, officers, managing members, and employees from and against any and all claims including but not limited to third-party claims for personal injury, property damage, cyber security claims or intellectual property infringement by Consultant's pre-existing materials incorporated into the deliverables, and related damages, losses, expenses or actions, including reasonable attorney's fees and costs. Consultant may control the defense and settlement of any claim, provided that Consultant shall not settle any such claim in a manner that admits fault of, or imposes any non-monetary obligation on, the Port Entities without the Port Entities' prior written consent, not to be unreasonably withheld. The Port Entities shall provide

prompt written notice of any claim, cooperate in the defense, and not settle or compromise any claim without Consultant's prior written consent. Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port Entities' and, solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Consultants indemnity obligations shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. Consultant recognizes and agrees that this waiver was the subject of mutual negotiation.

- b. Consultant shall indemnify, defend and hold the Port Entities harmless the Port Entities from liability, expense, fines, penalties, cost, demand, or other obligation resulting from any cyber-related risk to the extent caused by the negligent acts, errors, or omissions of the Consultant, its subconsultants, or subconsultants, or agents. Consultant's total liability under this Section 19.c shall not exceed the greater of the Cybersecurity Liability Insurance limit required under Section 23.b.vi.
- c. The provisions of this Section 19 shall survive the expiration or termination of this Agreement.

20. Limitation of Liability

The liability of Consultant on any single claim of any kind arising from or related to the formation, performance or breach of the Agreement or any Services, shall not exceed the greater of (a) the amount of fees for the Services actually paid to Consultant under the applicable Task Order or Statement of Work, or (b) the amount of insurance required under this Agreement. The total liability of Supplier for all claims of any kind in connection with, arising from or related to the formation, performance or breach of the Agreement, or any Services shall not exceed in the aggregate the greater of (c) the total amount of the fees for the Services actually paid to Consultant under the Agreement or (d) the amount of insurance required under this Agreement or (b) the amount of insurance required under this Agreement.

21. General Insurance Requirements

The Consultant shall procure and maintain during the life of this Agreement such insurance

ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE & PORT ENTITIES' TERMS AND CONDITIONS

as shall protect it from claims or damages for, IT Professional or Cyber Liability, bodily injury, including death resulting therefrom 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 from operations under this Agreement, whether such operations be by itself, or by anyone directly or indirectly employed by either of them, and shall comply with any such insurance requirements as determined by the Port Entities. The Consultant hereby waives any and all rights of recovery, claim, action or cause of action against the Port Entities, their commissioners, employees, agents, invitees and representatives for any loss or damage or any bodily injury, death or property damage to third parties that may arise from or related to this Agreement. This waiver applies to any claims or damages that are, or should have been, insured against under any insurance policies maintained or required to be maintained by the Consultant under this Agreement, regardless of cause. The Consultant agrees to procure endorsement from its insurance carrier(s) waiving the insurer's rights of subrogation against the Port Entities. This waiver shall apply to all property damage, bodily injury and liability coverage required under this Agreement.

22. 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. 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.
- e. No Personal Liability: No officer, agent, or authorized employee of either the Port Entities or Consultant 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.

23. Key Personnel

The Consultant's key personnel, as described in the Consultant's response to the RFP, shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Port Entities.

24. 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 liability insurance, professional liability insurance and other insurance as required by contract for this project that shall protect Consultant and any subconsultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage, economic damage or cleanup costs, which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultant, or anyone directly or indirectly employed by either of them. 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 Entities shall 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 requirements.
- b. Consultant shall submit to the Port Entities prior to the commencement of services, certificates of insurance evidencing:
 - i. Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$2,000,000 per occurrence and \$3,000,000 aggregate. Coverage shall include Products and Completed Operations, Contractual Liability and Personal & Advertising Injury; and
 - ii. Automobile Liability covering owned, non-owned and hired vehicles of

**ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
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- \$2,000,000 combined single limit per accident; and
- iii. Professional Liability of not less than \$4,000,000 per claim and in the aggregate. Coverage shall remain in effect for the term of this Agreement plus three years. Certificates of Insurance citing the contract and project number shall be provided to the Port Entities on an annual basis for each of the three (3) years.
 - iv. Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.
 - v. Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$2,000,000 per claim.
 - vi. Cybersecurity Liability Insurance of not less than \$5,000,000 per claim and in the aggregate. Coverage shall include cyber-related risks, including theft, loss or misuse of data, release of private information as a result of a network breach, penetration, compromise, or loss of IT systems control, and shall include costs associated with incident response, forensic investigation, breach notification, and recovery, where applicable. Coverage shall remain in effect for the term of this Agreement plus three years.
- c. All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VIII or better. The Consultant shall be responsible for notifying the Port Entities in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled, or materially reduced. Except for professional liability, the Port Entities shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Except for Workers Compensation and Professional Liability, waivers of subrogation shall be provided by endorsement to all policies.
- d. Consultant is responsible for complying with the Washington State laws that pertain to industrial insurance (RCW 51). Consultant shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Consultant's worker compensation account prior to contract

execution, including those Consultants who are qualified self-insurers with the state. Consultant bears the responsibility to ensure that any out-of-state (**non-Washington**) employees and subconsultants have appropriate workers compensation coverage while working for the Port in Washington State. Consultants may be exempt from state worker compensation insurance requirements (RCW 51.12.020) such as if Consultant is a sole proprietor.

25. Payment Schedule

- a. Consultant shall submit detailed numbered invoices in accordance with this Agreement. After a complete and correct invoice has been received by the Port Entities' payment shall be made within thirty (30) days.
- b. Consultant shall submit detailed invoices showing the following:
 - i. Invoice Number, Contract number, Title, Invoice Period.
 - ii. Summary page with a brief description of Services completed during the invoice period, deliverables provided during the invoice period.

26. Compensation

- a. Consultant expenses shall be reimbursed at cost with the exception of:
 - i. Subconsultant services shall be reimbursed at cost plus fifteen percent (15%).
 - ii. Services provided by a third party shall be reimbursed at cost plus fifteen percent (15%).
- b. Costs marked up by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall the mark up at any tier exceed fifteen percent (15%) in total.
- c. Reimbursable expenses by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall markup be applied to reimbursable expenses at any level.
- d. Rates: Rates are fully burdened and shall remain in effect for the contract term unless renegotiated and agreed to by both parties in a written amendment.
 - i. Rates may be negotiated no more than once annually. Rate adjustments shall be tied to the CPI for the Tacoma area.

**ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
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- e. Rates and Markup are defined in the attached Rate Sheet and made a part of this Agreement.

27. Deliverables

All deliverables fully defined in this Agreement.

28. Security – Transportation Worker Identification Credential (TWIC)

- a. The Services may require the Consultant to work within a secured/restricted TWIC regulated terminal.
- b. TWIC is a credentialing program managed by the U.S. Department of Homeland Security (**DHS**), through the U.S. Coast Guard and the U.S. Transportation Security Administration. All credentialed merchant mariners and individuals who shall need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC, visit <https://www.tsa.gov/for-industry/twic>.
- c. Each Consultant shall have a Port Entities escort if Consultant does not have a TWIC.

29. Extent of Agreement

- a. In the event the Consultant identifies something that may impact the Services, Project schedule, Total Price, cost of performing the Services, the Consultant shall inform the Project Manager in writing at least one (1) month prior to exceeding the task budget(s) and state the possible impacts to scope, schedule and cost.
- b. The Project Manager may, at any time, by written directive require the Consultant to perform the Services consistent with the Agreement, provided that this directive does not add scope or cost to the project or Services.
- c. Limited Warranty from Third-Party Providers:

To the extent authorized under applicable third-party manufacturer or third-party provider agreements, Consultant shall provide or assign to the Port Entities all third-party product or service warranties associated with the hardware, equipment, software, or other services the third party provided in connection with the Services under this Agreement. The Port Entities acknowledge and agree that:
 - i. Third-party Provider agreements for hardware, equipment, software, or

services provided in connection with the Services, vary in the terms, conditions, and limited warranties they respectively provide; and some third-party Provider agreements either may not provide any warranties, or may prohibit Consultant from transferring to the Port Entities any limited warranty they do provide;

- ii. Consultant does not and shall not provide any separate, independent, or concurrent warranty of any kind or nature for third party hardware, equipment, software, or services provided in connection with the Services; and
- iii. The Port Entities shall make any warranty claims with respect to hardware, equipment, software, or services supplied by third parties in connection with the Services, directly to the manufacturer, licensor or third-party provider of such hardware, equipment, software, or services, and not to Consultant.

30. Order of Precedence

For the avoidance of doubt, in the event there are Statements of Work, Task Orders, Purchase Orders and/or Exhibits and Attachments to this Agreement, the order of precedence in event of conflict shall be:

- (1) Terms & Conditions of this Agreement.
- (2) Statement of Work.
- (3) Task Order.
- (4) Exhibits.

TASK ORDER [TONO]

[VENDOR] / MSA No.: [CONTRACTNO]

Maximo Support Services

Project Title: [PROJECTTITLE]

Project Manager: [PM]

Project No./GL No.: [PROJECTNO]/ [G/L]

Purchase Order No.: [PONO]

WORK INCLUDED / SCOPE OF WORK:

[SOW]

PERIOD OF PERFORMANCE	
Date of Execution	Target Completion
[EXEDATE] Date Task Order is Effective	[ENDDATE]

TASK ORDER SUMMARY	
*Total Not-to-Exceed Contract Amount + any applicable Washington State Sales Tax (WSST):	[\$[AMOUNT]]

*Failure to obtain prior approval for costs exceeding the Task Order total may result in non-payment for those services. Unauthorized expenditures are made at the vendor's own risk.

ADMINISTRATION

This agreement is expressly conditioned upon the Port Entities Terms and Conditions located in the Master Services Agreement [CONTRACTNO]. Consultant has acknowledged these Terms and Conditions, therefore agreed to be bound by said Terms and Conditions.

Submit invoices for all services as described in the Original Contract Terms and Conditions. Do not exceed the Task Order total below without prior approval from the Port Entities PM ([PM], Phone: PM Phone Number, Email: PM Email) and proper written documentation from Contracts department.

ATTACHMENT D – CURRENT MAXIMO ENVIRONMENT AND MAS HOSTING REQUIREMENTS

Current Maximo Environment and MAS Hosting Requirements

	Current Maximo Environment	Comments & MAS Considerations
Maximo version	7.6.1.3	Will want to be on a recent stable version of MAS 9.x
Maximo Environment Location	Production and Test environments are hosted in the Port's Azure cloud tenant.	Port data must be stored only in datacenters located in the US
Database type	MS SQL Server	Must continue using SQL Server DB after migration to MAS Hosted environment. DB must be encrypted.
Database Version	Microsoft SQL Server 2019 (CU32+GDR) (KB5122772) - 15.0.44990.9	
Database Size (approx. in GB)	36 GB	
Maximo Industry Add-ons	None used	
3rd Party Tools/Add-ons	none	
Maximo Licenses	200 App Point licenses	We will want to continue to utilize our existing licenses (BYOL)
Integrations		
Maximo DB access from PORT's Azure Data Factory (ADF) jobs and Power BI Reporting	MIF MBO, Publish Channel and Enterprise Service to send to and take data from external SQL Server database tables.	Will need to be supported in MAS Hosted environment
Inventory Counting (Maximo→ADF→Spreadsheet→ADF→Maximo)	For inventory item counting we extract inventory counts from Maximo via Azure Data Factory (ADF) and populate a spreadsheet that is updated by Storeroom staff then imported back into Maximo via ADF to Maximo MIF tables.	This will need to continue to be supported (ADF access to Maximo DB) in the hosted MAS environment
Fuel System (FDS→ADF→Maximo)	Fuel transactions and odometer readings from Fleet Data Systems fuel pump solution to update fuel inventory items and vehicle Asset meters in Maximo. ADF jobs update MIF tables in Maximo daily.	Will need to be supported in MAS Hosted environment. ADF in the Port's Azure environment will need to be able to update MIF tables in the hosted MAS DB daily.
Item Master Integration (D365→API→Maximo)	When inventory Item Masters are created in D365, D365 calls a Maximo API so Item Master creation/updates can happen in near real-time.	Will need to be supported in MAS Hosted environment

ATTACHMENT D – CURRENT MAXIMO ENVIRONMENT AND MAS HOSTING REQUIREMENTS

Inventory Adjustments – PO (D365→API→Maximo)	Maximo inventory balances are updated via a near real-time Maximo API that is called D365 when Material Receipts are made in D365.	Will need to be supported in MAS Hosted environment
Inventory Adjustments – Invoice (D365→API→Maximo)	When Receipts are done in D365, D365 calls a Maximo API so Maximo can perform Invoice adjustments in near real-time.	Will need to be supported in MAS Hosted environment
Work Order List (Maximo→ADF→FILE→RIS→D365)	ADF accesses Maximo DB and creates a flat file in a folder that Microsoft Recurring Integrations Schedule (RIS) scans and sends to D365. NOTE: RIS is a Windows application from Microsoft that facilitates flat file integration with D365 and is currently installed on one of our Maximo Application Servers in Azure.	Continue to allow ADF in the Port's Azure environment to access Maximo DB in the Hosted MAS environment. The Port can continue to host the RIS component in our Azure infrastructure.
Work Order Detail (Maximo→ADF→FILE→RIS→D365)	ADF accesses Maximo DB and creates a flat file in a folder that RIS scans and sends to D365.	Continue to allow ADF in the Port's Azure environment to access Maximo DB in the Hosted MAS environment.
Project Master (D365→RIS→FILE→Maximo)	Maximo consumes project data from D365 via flat file integration. RIS creates a file on the Maximo Application server. A scheduled task runs every 5 minutes to update the information in Maximo	We will need to have a way for this to work. One option is for the Port to provide a shared file location in our Azure environment where the Hosted MAS solution can pick up the file for processing. The scheduled task to process the flat file will need to continue to run in the hosted MAS solution. We are open to other ideas as well.
Barcode Label Printing (Maximo→DB→Bartender)	An application called Bartender utilizes a pre-built Template file for printing barcode labels. The template has a username and password pre-loaded into it which is saved in the encrypted template file. This then logs into the Maximo SQL server to pull Inventory Parts information (read-only) out of Maximo so the information can be added on printed labels.	Bartender needs to continue to be able to connect to a Maximo DB in the hosted MAS environment.
Spreadsheet access (Maximo→Spreadsheet)	We have a few Excel spreadsheets that connect read-only to Maximo database for reporting.	This should be supported in the MAS Hosted environment if possible.

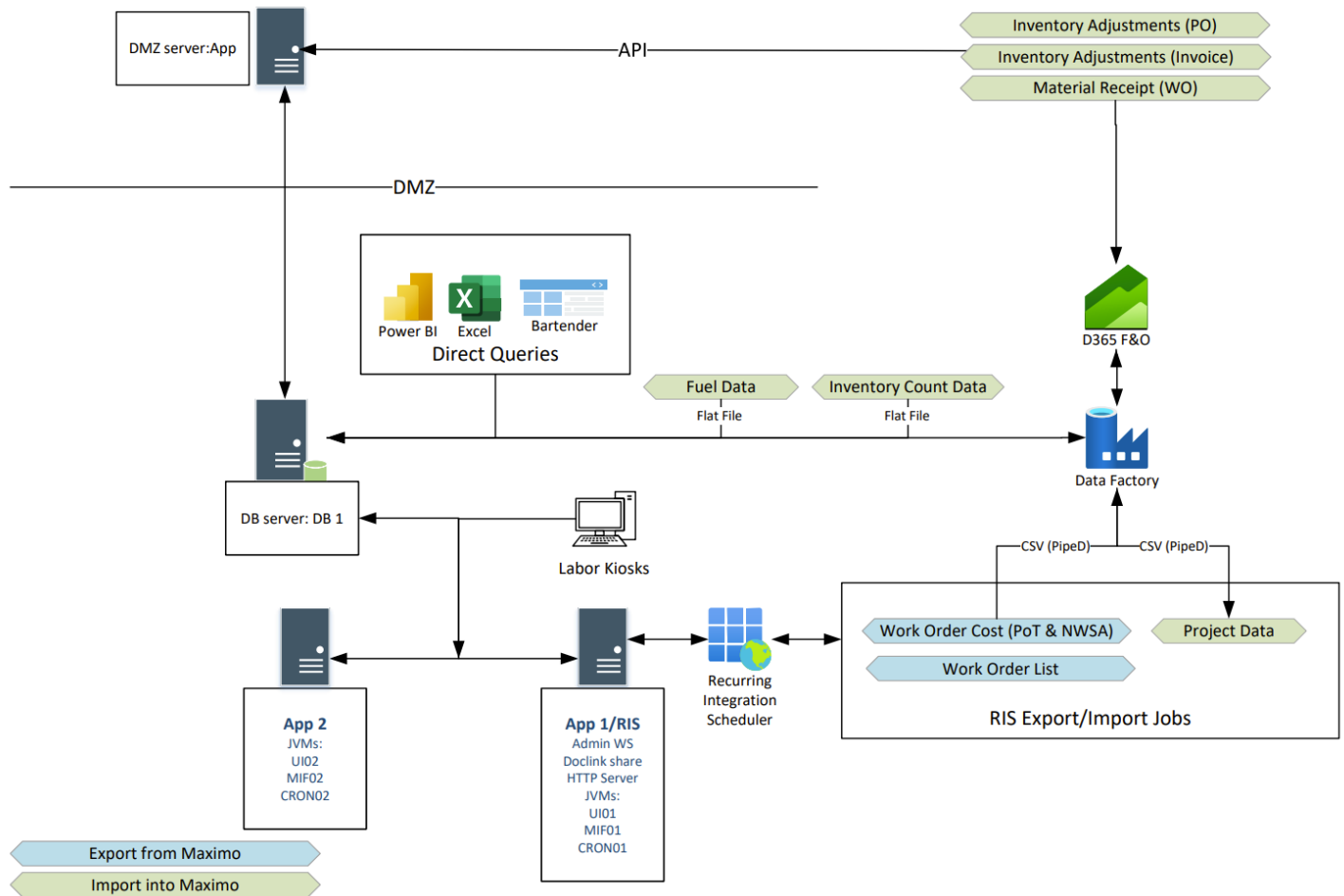
ATTACHMENT D – CURRENT MAXIMO ENVIRONMENT AND MAS HOSTING REQUIREMENTS

Labor Entry Kiosks	Not really an integration, but we have six web browser kiosks with barcode scanners. Kiosks auto-login to Maximo and display simplified / restricted Maximo screens allowing Maintenance staff to scan barcodes on printed work orders and enter labor hours on work orders.	These kiosks will need to continue to connect to Maximo and work when we upgrade to MAS and move to the hosted MAS environment.
Uptime and Recovery (Production):		
Uptime Requirement	99.9% (3-nines)	Will need to be able to achieve this in the hosted MAS environment for our Production environment.
Recovery Time Objective (RTO) - time between disaster and full recovery to recovery site	8 hours	will need to be able to achieve this in the hosted MAS environment for our Production environment.
Recovery Point Objective (RPO) - amount of data which could be lost in the event of a disaster	12 hours	will need to be able to achieve this in the hosted MAS environment for our Production environment.
User Authentication and Synchronization		
Integration for authentication	Microsoft Azure AD integration is used for authentication in Production and Test environments	SSO (preferred) or AD integration with the Port's Azure AD will be required for the hosted MAS environment.
Automated User creation and deactivation	In Production (not test) Azure AD LDAP integration is used for user creation and deactivation in Maximo when we add/remove users to a Windows Security Group. Maximo native user group management is used (Not AD integration).	User creation via AD/LDAP integration is desired in the MAS hosted environment.

Current Maximo Environments Diagram

The PORT's Maximo Test and Production environments are hosted in PORT's Azure tenant.
Below is our current environment architecture with integration info shown:

ATTACHMENT D – CURRENT MAXIMO ENVIRONMENT AND MAS HOSTING REQUIREMENTS



ATTACHMENT F – PROPOSAL CHECKLIST

Initial Proposal Submissions:

1. Cover Letter, E. PROPOSAL ELEMENTS & EVALUATION CRITERIA (RFP Page 6)
2. Proposal with evaluation criteria E. PROPOSAL ELEMENTS & EVALUATION CRITERIA (RFP Page 6-8)
3. Related attachments (do not count toward 15-page limit):
 - a. Subscription/SaaS agreement for MAS Hosting
 - b. Resumes of key personnel, optional (up to one page per resume)
 - c. SoW for Task Order 1: MAS Migration project
 - d. SoW for Task Order 2: Production Support
4. Cost Breakdown with evaluation criteria (Attach E-template)

Only Upon Request:

1. Cybersecurity Self-Assessment (only those Shortlisted)
2. References (only if selected for Intent to Award)