QUESTIONS & RESPONSES #02

RFP or RFQ / TITLE	070167	Breakbulk Terminal Operating System
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PROPOSER QUESTIONS	PORT RESPONSES	RFP/ RFQ Section
Are you looking for a TOS, an attendant billing system and a full fledged Port Management system for $600,000? Is it correct to assume that that is $600,000 over three years not $600,000 per year ?	No, through this RFP, the Port aims to select a Breakbulk TOS that will increase the efficiency and effectiveness of the Port's Breakbulk cargo terminal processes. The $600,000 is over 3 years not per year.	B
For the TOS portion does this include the equipment for the 10 mobile users (rugged handhelds, mobile printers etc.)?	No.	
Does the port have Wi-Fi (preferably mesh network) in place? If so can the mobile devices use it? If not does the $600,000 include fitting the handhelds with the cell phone capability (handhelds can actually run two SIMS for redundancy).	The Port has WIFI in some areas, and relies on the cellular network in others. The selected vendor is not expected to supply handheld equipment or supply connectivity.	
Total number Terminals (inland & marine) that are in scope for the TOS?	Intially, only one terminal. However, The NWSA directly operates a breakbulk terminal at its South Harbor, and maintains the flexibility to expand breakbulk operations to other facilities if required	A
Cargo Types and Volumes?	Amount: 2000-3000 pieces a month. Type: RoRo cargo, Static, and autos. 70% Roro/28% static/2% autos	
Is berth planning required?	Yes. The proposed system should include Vessel Call Management functionality to provide visibility into vessel calls across multiple terminals and both harbors and the management of those calls as needed.	A

Will invoicing be done from the TOS?	It is not the intention to invoice from the TOS, but from the Port's current systems. The creation of Billing data and records, and interfacing with the Port's current Invoicing system and intended to be performed in the TOS.	Requirements Number 8 Billing Requirements section
Can you please clarify exactly in what context you expect the system to be able to support/use QR codes? Do you have a specific need to read QR codes on incoming cargo, or to create QR codes with particular formatted information in them?	The intent is to have the ability to read QR codes from all cargo and process that information into the system appropriately.	Requirement 5
Can you please clarify the types of cargo the system will be expected to track? At https://www.nwseaportalliance.com/sites/defa ult/files/October2015-CargoStatistics.pdf is it just the break bulk or would you extend this to dry bulk, autos and logs if a suitable TOS was available?	Ro/ro, static, and autos	Page 1, " Background"
Paragraph 3 refers to two break bulk and project cargo terminals. The Facilities Guide (downloaded from https://www.nwseaportalliance.com/operation s/terminal-facilities#/maps/overview) pages 5 & 7 list 5 breakbulk/project cargo terminals and two auto terminals. Can you clarify which terminals you intend to manage using the new TOS?	NWSA directly operates a breakbulk terminal at its South Harbor, and maintains the flexibility to expand breakbulk operations to other facilities if required	Page 2, "Background"
What is the maximum volume of break bulk that the system needs to handle?	Our current volume is approximate 2000-3000 pieces a month. Type: RoRo cargo, Static, and autos. 70% Roro/28% static/2% autos. We expect this to increase.	Page 2, "Background"
Is the cost for the implementation for all terminals or per terminal?	Intially, just the South Harbor. The Port intends to implement a Breakbulk TOS software solution for the NWSA to manage its Breakbulk cargo terminal operations. This system should include Vessel Call Management functionality to provide visibility into vessel calls across multiple terminals and both harbors and the management of those calls as needed.	Page 2, "Background"
Does the current break bulk cargo system use any handheld or vehicle mounted hardware in the yard or berth?	No.	Page 3, "Background"

Can you please clarify the number of berths, yards, gate/s at the respective site/s in scope.	1 berth, 1 gate, 1 yard	Page 3, "Background"
Is there a Port Community System that will govern and act as a central hub for data into and out of the TOS?	No.	Page 3, "Background"
Can you specify the types of cargo handling equipment that are used at the terminals?	Forklifts, Cranes, Side picks(side handlers), Top-picks, hustler	Page 3, "Background"
Would Tacoma reconsider responsibility for test scripts? The ownership of the production of test scripts is usually with the client as it is important for the client to own their own verification that the system will work for their business. We will have delivered the future state process maps of how the business will run in the system and can assist in using these processes to formulate test scripts.	The Port anticipates it would develop, with vendor Project Management input, User Acceptance Testing scripts. The vendor is expected to provide testing, including documentation of testing results, for technical/ system testing.	Page 4, "Project Management Deliverables and Services"
End user training is not typically something we deliver. Would Tacoma reconsider the approach here, as the super users should be confident enough to deliver this and thereby provide the evidence to senior management that they have learnt the system well enough themselves? We can provide support and governance over this activity but typically we do not associate much time or budget.	It is a requirement for vendors to provide End User and Administrator Training.	Page 4, "Training"
Does the 40-page limit include the completed Attachment D - Solution Requirements? If so, would Port of Tacoma consider lifting the limit, given your requirement for "complete and detailed" information both in the proposal and in Attachment D?	Proposals are limited to 40 numbered pages (8 ½ by 11 inch) including the cover letter and any submitted appendices, but excluding references and compensation information which are to be submitted separately.	Page 5, "D. RFP Elements & Evaluation Criteria"
Attachment D is supplied as a separate Word document, to be completed. Should the completed attachment be including in the same PDF as the proposal, or as a third, separate document? If the later, should Attachment D be submitted as the original Word document or as a PDF?	Attachment D should be included as a PDF with the proposal, it was issued as a Word document for ease of completion.	Page 2, "Submittal Process"

		General
The Port of Tacoma Terms and Conditions are largely acceptable, subject to the items raised below, but are not of the nature required for a software and services agreement. We have highlighted the items from your agreement that we believe would need to be amended and we have also included our standard Software and Services Agreement that has been used to license our software to 73 marine terminals globally. Our Software and Services Agreement protects both parties by full identifying each party's responsibilities, obligations, and ownership rights. For example, it sets out service level agreements and escalation procedures, dispute procedures, implementation processes, change control processes, escrow, and payment terms.	Noted.	
Our firm's proposal includes the provision of perpetual licenses to use our product. Any customizations made for Port of Tacoma will become part of the product. The product and any customizations are our firm's intellectual property and we will retain ownership. See section 4, INTELLECTUAL PROPERTY OWNERSHIP, and section 9, INTELLECTUAL PROPERTY RIGHTS INDEMNITY, in our attached Software and Services Agreement.	Noted	6. Ownership of Work
Travel and expenses will be billed as incurred. We will of course discuss these costs with you prior to the costs being incurred. See Schedule 3, clause 3.6 and schedule 6, clause 1.6 of our attached Software and Services Agreement.	This is not in accordance with Section D 4, Compensation and will NOT be accepted.	10. Costs and Disbursements
We would require limitations of liability under both clause 11(b) and 11(c).	Noted	11. Insurance - Assumption of Risk

		17. Extent of Agreement
As noted above, the Port of Tacoma Terms and Conditions are not of the nature required for a software and services agreement, and cannot be the entire agreement. We would require Port of Tacoma to enter into our standard Software and Services Agreement. However, subject to the items raised above, we would accept that the Port of Tacoma Terms and Conditions took precedence over our agreement.	The Port has modified its SaaS Agreement to address the concerns raised. Therefore the Port expects the successful vendor to sign the Port's agreement.	
Is the proposed budget $600,000 include 3 years support, or only for Licensing and Implementation?	Proposing vendors are expected to provide all required components of the Breakbulk TOS solution. This is anticipated to consist of vendor supplied software and licenses, implementation services (including design, configuration, testing and deployment), and ongoing support services.	A3
What is the scope of 3 years contract apart from Implementation? What are the services to be provided by the proposer?	See above response.	A3
Are the licenses indicated are Named User Licenses per each user, or Concurrent User Licenses? If the number of users is not clear, do you want the proposer to quote as per user unit price for arriving the cost of final number of users during the implementation scope?	Yes, quote using the user numbers included in the RFP, based upon your software licensing model.	B4
What is the most preferred model of licensing SAAS or On Premises model? Do you have any specific advantages of SAAS model if proposed?	No preference.	B4
What kind of data encryption is expected at rest? In Transit encryption is protected by SSL through https.	AES 256-bit is the standard to be used to encrypt data at rest	B5
Apart from licenses, do you want the proposer to quote hourly rate with estimated hours for Implementation services?	Yes.	Attac B pg4

If vendor proposes Onsite and Offsite implementation services, do you require break up of number of hours for both as per the personnel skills with unit rates?	No.	Attac B pg 4
If Port accepts offsite implementation services, can these services should be provided from outside US location, or it has to be from a location within US.	These services could be provided from outside the US, subject to negotiation and agreement from the Port.	Attac B pg 4
Note says "proposer may email Procurement Representative prior to the RFP closing date i.e., December 11, 2015". Are you expecting the proposers to submit the 3 references well before the RFP closing date, or these references to be submitted along with the Response?	Proposer should send the Reference form to their References asking them to complete the reference form no later than 12/11/15. It is recommended to request more than three to ensure three complete references are received by the Port.	Attac C pg 1
"Proposing vendors are expected to provide all required components of the Breakbulk TOS solution. This is anticipated to consist of vendor supplied software and licenses, implementation services (including design, configuration, testing and deployment), and ongoing support services." Does the $600K include the licensing, implementation and the ongoing support services OR just the licensing and implementation?	Proposing vendors are expected to provide all required components of the Breakbulk TOS solution. This is anticipated to consist of vendor supplied software and licenses, implementation services (including design, configuration, testing and deployment), and ongoing support services.	page 3
The RFP explains that either a Vendor Hosted or Client Hosted Solution are acceptable. Costs for the Operating System, Database software licenses and Hardware to support a Client Hosted Solution are significantly higher than a Vendor Hosted Solution. Would we be correct in assuming that the costs to support a Client Hosted System are going to be borne by the Alliance? If not, how do you desire for us to submit costs for the two different implementation platforms?	The costs to support a Client Hosted system would be borne by the Alliance, i.e. server, OS, DB, etc.	
Is the Alliance Sales Tax Exempt or does the $600K include sales tax?	The Port of Tacoma is not sales tax exempt, and would pay sales tax on applicable items.	

We would like to understand the current system that is in place for breakbulk cargo and vessel call management. Are these COTS solution from third party vendor or these are in-house applications?	These are a combination of manual processes and in-house developed systems	3
It is mentioned in RFP that Licensing and implementation costs are anticipated to be 600K. Also contract duration is mentioned as 3 years. Kindly confirm that this budget is exclusive of support arrangement post warranty.	Proposing vendors are expected to provide all required components of the Breakbulk TOS solution. This is anticipated to consist of vendor supplied software and licenses, implementation services (including design, configuration, testing and deployment), and ongoing support services.	3
Kindly confirm if this solution would be implemented for only one terminal or expectation is central deployment for both breakbulk and project cargo terminals	The NWSA directly operates a breakbulk terminal at its South Harbor, and maintains the flexibility to expand breakbulk operations to other facilities if required.	2
What would be the total duration of post production support. Kindly confirm that there is separate support budget and 600K budget is only anticipated for license and implementation.	The $600,000 figure was provided for budgetary purposes. What would be included in the $600,000 and for what duration would be highly dependent upon the software licensing and provisioning model selected, and would be subject to negotiation with the selected vendor.	4
There is reference to 'Attachment C' while Attachment C refers to reference requirements	Attachment C is the reference form, Attachment E the SaaS Terms & Conditions was posted as Addendum #1 on December 1, 2015.	4
Kindly confirm the scope of data migration and volume of data to be migrated from existing system	There will Minimal transfer of data as most of the process is manual	4
In Attachment -B, it is expected to provide hourly rates of various labor categories. Kindly clarify the 'Project2' category mentioned in the table. Also we understand that this information is required for any additional scope of services or change Management. Kindly confirm?	Those are just example titles, please fill in using appropriate titles and rates that are fully burdened.	Page 4 of 4
It is mentioned in RFP 'The Port's Standard Terms and Conditions are included as Attachment B to this RFP' while Attachment B refers to hourly rates	The Port requires all cost proposals be fully burdened, but still requests to see rates by Personnel.	Page 3

It is mentioned in RFP 'The Port's SaaS Agreement are included as Attachment C to this RFP' while Attachment C refers to References Questionnaire	Attachment E the SaaS Terms & Conditions was posted as Addendum #1 on December 1, 2015.	Page 3
In case a vendor wants to propose a solution that would be implemented on-Premise and to review the usage of existing infrastructure and licenses, we request port to share details for each server: # of CPU, RAM, OS, Software Installed.	The Port utilizes Microsoft Windows Servers in a Hyper-V virtual environment, providing server provisioning flexibility. Further details will be provided to the selected vendor.	Page 23
In case vendor wants to propose Java based application and it would need additional software required like database and application server, We assume that licenses would be procured by Port of Tacoma while vendor need to recommend on # of licenses required. Kindly confirm.	The Port would provide typical infrastructure components such as server, OS, and DB. If specific vendor required components are needed these should be included in the proposal.	Page 23
It is mentioned in RFP -'Taking exceptions to the Port's terms and conditions or conditioning your proposal on terms and conditions not contained in the RFP will render your proposal non-responsive. Proposers must be prepared to accept the terms and conditions stated in this RFP, Scope of Services, Insurance, Indemnity, and the SaaS Agreement.' Kindly suggest, can vendor also suggest additional terms & conditions those can be incorporated in contract.	The Port provided vendors the opportunity to suggest changes and additions to its Terms & Conditions during the Q/A period (Attachment A-Communication/ Inquires.) The Port may consider additional Terms & Conditions but is under no obligation to accept them. Conditioning your proposal on additional Terms & Conditions will render your proposal Non-responsive.	Page 2

It is mentioned in RFP -'Services will be provided at the Port's direction and discretion and may be provided in collaboration with Port IT staff or third party support vendors. The Port will assign a Project Manager to act as a focal point for vendor communications. Services may be provided onsite or remotely, at the Port's discretion'. Can vendors propose mix of onsite & offshore delivery model where onsite resources would work from port premises and offshore work would be carried out from vendor's offices outside United States. If Yes, would Port be open for providing remote access to team for carrying out customization / development remotely? Kindly confirm.	Yes, subject to negotiation and security controls.	Page 5
As queries are being submitted on 4th Dec and also document for SaaS terms & conditions are not available till date. As Port would respond to response to queries in next couple of days, We request extension of this bid by 2 weeks from date when response to queries and other documents would be shared.	No.	Page 9
Terms & Conditions provided under this section seems to be of very generic , will Port of Tacoma provide appropriate agreement after selecting vendor for negotiation	The Terms & Conditions along with the SaaS Agreement and SLA constitute the basis for an appropriate agreement.	Page 12
We would like to suggest following clause w.r.t Key Personnel replacement and request Port to change the same: "The Consultant and/or its sub consultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project except in the event if key personnel separated from services of Consultant or key personnel need to be replaced on health ground or death or injury. Consultant shall provide suitable replacement against such key personnel needs to be replaced."	The Consultant and/or its sub consultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project except in the event if key personnel separated from services of Consultant or key personnel need to be replaced on health grounds *where the key personnel are no longer capable of functioning in the capacity they were in* or death or injury. Consultant shall provide *equally qualified* replacement against such key personnel needs to be replaced."	Page 12
We understand that copyright / ownership of work referred is only customization or specific work done for Port and it doesn't include product supplied by vendor. Kindly confirm.	Confirmed	Page 12

RFP mentions that 'Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.'. We request Port to clarify what all costs are referred here.	See Section 4, D 4, compensation of the RFP.	Page 13
We request Port of Tacoma to consider this clause to be updated as following: '"Consultant shall, without additional compensation, correct or revise any reasonable errors or omissions in such work provided such errors or omissions will be caused directly attributable to Consultant."	The Port will not adopt this language.	Page 13
We request Port of Tacoma to provide - Exhibit A, Licensed Software and Fee Schedule) as same is not available in Exhibit A mentioned in Addendum #1 at multiple places.	Attachment A is the Procurement Process, Attachment E the SaaS Terms & Conditions was posted as Addendum #1 on December 1, 2015.	Page 2