



**POR T OF TACOMA
REQUEST FOR PROPOSALS
No.90144**

**INFORMATION TECHNOLOGY SERVICE
MANAGEMENT SOLUTION**

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

Date Issued 4/23/2020

RFP INFORMATION	
Contact:	Sharon Rothwell
Email Addresses:	procurement@portoftacoma.com
Phone:	253-592-6758
Deadline for Questions	4/30/2020 @ 2:00 PM (PST)
Submittal Date	5/13/2020 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE 'RFP
90144 INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION' IN THE SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #90144
INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION
(ITSM)

A. BACKGROUND

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

The Port's current Information Technology Service Management (ITSM) is BMC Track-IT but we are seeking a Commercial off the Shelf (COTS) Standard Software as a Service (SaaS) Information Technology Infrastructure Library (ITIL) version 4 compliant ITSM solution. The Port intends to retire the existing ITSM solution without a data migration effort.

The Port is seeking a new ITSM solution that meets the requirements in Attachment D with an anticipated start in Q3 2020. The project's efforts to this point have focused on training the entire IT service organization on ITIL 4 Foundations, identifying practice leaders for the 7 in scope practices, creating the IT Services portfolio that includes approximately 70 core services broken down into 5 tiers and developing Service Roadmaps for the Tier 1 and Tier 2 services. Currently the Port has 18 named user licenses for its current solution with an average of 10 concurrent users and an average of 300 service tickets per month. These will increase if the service requests functions are expanded to non-IT departments. See Attachment G for a full description of the Port's ITSM environment.

The Port's Proposer Instructions are included in Attachment A. The Port's Standard Terms and Conditions are included as Attachment B and Reference Questionnaire is Attachment C. 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. The Port's Standard Software as a Service (SaaS) Agreement is included as Attachment E to this RFP. The proposed solution must be a SaaS solution, the Proposer represents that it has carefully read and agrees to be bound by the Port's Standard Software as a Service Agreement. Identify during the question submittal and response period, these sections of Attachment B or Attachment E you consider onerous, explain 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 or bid documents without prior written agreement from the Port will be non-responsive and not considered for evaluation.

B. SCOPE OF SERVICES:

The goal of this RFP is to select and implement an IT Service Management solution.

The solution will include:

- **Software:** A SaaS solution that meets the requirements defined in Attachment D
- **Hosting:** Hosted services that meet the requirements defined in Attachment F
- **Support:** Technical support and maintenance of equipment and services provided
- **Implementation Services:** Professional Services for installation, configuration, integration and training.

D. DELIVERABLES:

All tasks, services, scope and deliverables will be agreed upon between the Port and the vendor before the commencement of work.

For Solution

- A software-as-a-service (SaaS) solution that meets the requirements defined in Attachment D
- Documentation and services for solution installation, configuration, and integration with the Port's systems.
- Training documentation and training classes for solution users and administrators given on-site or via web-based training

For Support Services

- Technical support services (break/fix and escalated) delivered within the terms of an agreed and documented service level agreement

E. RFP ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner while ensuring complete and detailed descriptions of the firm's abilities to meet the requirements of this RFP. Emphasis will be on the completeness of content. The written proposals should be prepared in sequential order as outlined below:

Document format:

Proposals are limited to 30 numbered pages (8 1/2 by 11 inch) not including the cover letter and attachments. All pages shall be in portrait orientation with 1- inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format will not be reviewed.

The cover letter shall include the RFP title and number, the name, title, email address, phone number and address of the proposing team's primary contact, and include the information below:

- Describe any claim submitted by any client against the firm within the past two years related to the services provided by the firm or its key personnel. For this request, "claim" means a sum of money in dispute in excess of 5% of the firm's fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-Contractors and key team members.
- A Statement Indicating acceptance of the Port's Terms and Conditions and SaaS agreement.

Planned Timeline

• Port Response to Questions 5/5/2020	
• Receive all RFP Responses 5/13/2020	
• Notify semi-finalists 5/22/2020	
• Interview semi-finalists and demonstrations	6/2/2020 – 6/4/2020
• Contract Awarded 6/16/2020	6/10/2020 –

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

INITIAL EVALUATION PHASE

1. Solution 40 PTS

- Complete the requested information found in the Requirements Matrix (Attachment D) include with the proposal.
- Complete the requested information found in the SaaS Requirements Checklist (Attachment F) include with the proposal.
- Describe, in detail, the solution proposed including how it achieves integration with Exchange, System Center Configuration Manager, Active Directory / Azure Active Directory, Azure, Power Platform (Power Apps, Power BI, Power Automate), Microsoft 365 to include Dynamics CRM and SharePoint, SolarWinds, any and all APIs that allow us to interact with the system. , to retrieve information for IT Service Management and for publishing the information back to source systems as needed.
- Describe in detail, how the solution provides “Out of the Box” (OOTB) work processes that are compliant with ITIL 4 in relations to the following practices:
 - Initial Needs:
 - Incident Management
 - Service Desk
 - Change Control
 - IT Asset Management
 - Service Catalog Management
 - Problem Management
 - Service Request Management
 - Anticipated Future Growth (not included as part of this RFP but solution proposed should be capable of meeting these needs in the future):
 - Service Configuration Management
 - Service Level Management
 - Monitoring and Event Management
 - Knowledge Management
 - Availability Management
- In addition to the ITIL 4 practices above please describe other practices that are currently supported in your solution.
- Share information on the current number of customers and active users of the proposed solution. The port requires a minimum of 300 of customers. Specify how many years the proposed solution has been available. The port requires a minimum of 5 years on the market.
- Describe your recommended technical architecture including local network requirements. Describe any potential issues integrating your product in an environment such as that used by the Port of Tacoma described in Attachment G.
- Licensing: Describe how the solution is licensed and the relationship between the Port the software provider and your firm, including any markups or pass through costs. Describe the structure of the software license; is it by the user, group of users, or other measures? Is there a minimum license requirement regardless of the number of users? If you offer multiple licensing models, please describe all options. If additional licenses are required for development/test pre-production environments, then include the cost of these licenses in the proposed cost. Include costs for 20, 25 and 30 licenses. Provide licensing cost for development and test environments separately. Provide the information in the Cost Breakdown (Attachment H) include with the proposal.

- Provide a brief roadmap summary of the enhancements/changes planned for the proposed solution over the next 3 to 5 years.
- Include any software license agreement(s) as an attachment to the proposal.
- In the event services are terminated, describe the tools and data export formats that will be provided for the Port to retain data.

2. Services 40 PTS

- Implementation: Describe the process or procedure for installing/integrating the proposed solution into the Port's environment. Include a detailed Gantt chart-style project schedule including all phases, activities, resources (by role), as well as any Port resources required as part of the implementation. Include estimated durations for activities, deliverable milestones, and dependencies. Describe how you will organize your firm's resources to perform the installation/integration services required. Include Project Management, Testing, or Development where appropriate. Include the cost of these services in the proposed costs. Provide your firm's staffing plan by phase and week of implementation.
- Describe onsite visits including when in the plan they will happen, activities to be performed, and the resources required by the Port. The Port requires on-site support be available during implementation with two days business notice, please describe how this requirement will be met.
- Provide the number of IT service practitioners based in the United States, broken down by Project Manager, Business Analyst and Implementation Technician.
- Provide the number of similar sized implementations over the preceding 5 years broken down annually, specifically include your firm's experience implementing the solution with a public sector firm. Describe any failed implementations over the same time period. If your firm uses a third-party implementation partner, please describe your relationship with the third party implementor (length of relationship, etc.).
- If your firm is selected, provide a timeframe when your firm can begin implementation.
- Technical Support and Maintenance: Describe your firm's post implementation technical support services offering, including phone or website support, documentation, and escalation procedures, service level agreements and hours of availability. Describe your firm's process for communicating and implementing software upgrades, patches, and other maintenance services. Include options for both annual support and Time and Materials. Provide the information in the Cost Breakdown (Attachment H) include with the proposal. This needs to be a separately labeled file.
- Training: Describe your method of training users and administrators of the proposed solution. Include a training syllabus and the cost of training classes by type in the proposed costs breakdown (Attachment H).

3. Compensation 20 PTS

The solution should fall within a range of \$150,000 to \$250,000 Total Fixed Contract Value, Implementation Services, travel, and SaaS Licensing. Any proposal with a Total Contract Value in excess of \$250,000 will not be considered.

Present detailed information on the firm's proposed recurring and non-recurring costs for the proposed solution. Clearly breakout cost between implementation and annual licensing in Attachment H – Cost Breakdown.

Compensation information MUST be provided in an individual PDF document as a separately labeled file

All costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, administrative overhead, travel, and all direct/indirect expenses,**
- Quoted in US Dollars,
- Three years license term,
- Full cost inclusive of sales tax and other government fees, taxes and charges, and
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

NOTE: THE PORT OF TACOMA RESERVES THE RIGHT TO AWARD A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THIS RIGHT IS NOT EXERCISED, THE PORT MAY REQUEST REFERENCES FROM AND CONDUCT INTERVIEWS/DEMOS WITH THE TOP RANKED FIRMS AND SCORE THE REFERENCES AND INTERVIEWS/DEMOS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE. THE AWARD WILL THEN BE BASED ON THE FINAL EVALUATION PHASE.

FINAL EVALUATION PHASE

1. References

If the Port does not award a contract from the Initial Evaluation phase, references may be requested from top-ranked proposers. Upon request, ensure completion of three references, submitted using the Reference Form (Attachment C). At least one of the three references provided must be from a public entity. The Port will evaluate the reference checks to assess the proposed firm's overall performance and success of previous, similar work. Reference checks will also be used to validate the information contained in the proposal. The Port may contact submitted reference sites directly to accomplish this.

2. Interviews and demonstrations

If the Port does not award a contract from the Initial Evaluation phase, interviews and demonstrations will be conducted with top-ranked proposers. Failure to participate in the interview/demo process will result in the proposer's disqualification from further consideration. If interviews/demos are held, they must be conducted on-site at the Port of Tacoma offices. (Alternate accommodations will be determined based on the social distancing guidelines at the time of scheduling). Travel costs will not be reimbursed for the interview/demo.

Attachments:

Attachment A – INSTRUCTIONS FOR PROPOSERS

Attachment B – SPECIAL & PURCHASED SERVICES TERMS AND CONDITIONS

Attachment C – REFERENCES QUESTIONNAIRE

Attachment D – REQUIREMENTS MATRIX

Attachment E – PORT OF TACOMA SOFTWARE AS A SERVICE AGREEMENT

Attachment F – SaaS REQUIREMENTS CHECKLIST

Attachment G – PORT OF TACOMA'S CURRENT ENVIRONMENT

Attachment H – COST BREAKDOWN

ATTACHMENT A - INSTRUCTIONS FOR PROPOSERS

VENDOR OBLIGATION

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; Procurement and then finding RFP Number (XXX) and RFP Title.

When viewing the details page for this procurement on the Port's Website firms may subscribe to the Holders List.

 Holders list →

Detailed instructions for subscribing to the Holder's List for Port of Tacoma Procurements are available [here](#).

By subscribing to the Holders List, firms will automatically be notified when new documents or changes relating to this procurement occurs.

COMMUNICATION / INQUIRIES

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

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to Procurement at procurement@portoftacoma.com (**Solicitation Name** in the subject line).

Proposers who may have questions about the provisions of these documents are to email their questions by the date listed above. The Port will respond to all written questions submitted by this deadline.

PRE-PROPOSAL CONFERENCE

The Port will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarification, submit all questions as noted above.

ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have subscribed to the Holders List.

SUBMITTAL PROCESS

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

procurement@portoftacoma.com
Name of Firm, RFP Title (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals to be limited to **9 MB in total email size**. It is the Proposer's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

***Late RFP's will not be accepted by the Port. RFPs received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

EVALUATION AND AWARD PROCESS

An evaluation team will review the RFPs and evaluate all responses received based upon the criteria in the RFP. The Port may request clarifications or additional information if needed. A selection may be made based on the RFP's and initial evaluation criteria alone or the firms determined to be most qualified through the initial evaluation phase may be invited in for interviews and the final determination for shortlisted firms will be based on reference checks and/or interviews.

The Port intends to select the proposed Team which represents the most qualified team to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Proposer will be invited to enter into contract negotiations with the Port. Should the Port and the selected Proposer not mutually agree, the Port will terminate negotiations and move to the next highest-ranked team and proceed with negotiations.

The Port reserves the right to accept or reject any 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 RFPs submitted as non-responsive or non-responsible.

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 in the preparation of an RFP and participation in this RFP and negotiation process shall be borne by the proposing firms.

PUBLIC DISCLOSURE

RFPs submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by anyone requesting the document under a Public Records Request following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is executed between the Port and the selected Proposer.

If a firm considers any portion of its response to be protected under the law, the firm shall clearly identify each such portion with words such as "CONFIDENTIAL", "PROPRIETARY" or "BUSINESS SECRET" on each page for which the protection is sought. If a request is made for disclosure of such a portion, the Port will notify the firm of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other 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 response. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port because of actions taken under such procedure.

ATTACHMENT B – SPECIAL & PURCHASED SERVICES TERMS AND CONDITIONS

Special Terms and Conditions

Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, the Contractor shall procure and maintain, during the life of this Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Contractor and any sub-Contractors performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control which may arise under this Agreement, whether arising from operations conducted by the Contractor, any sub-Contractors, or anyone directly or indirectly employed by either of them.
- b) With respect to claims other than professional liability claims, Contractor and its sub-Contractors agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Contractor in the performance of the Contractor's professional services. Contractor shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.
- c) With respect to professional liability claims only, Contractor and its sub-Contractors agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Contractor in the performance of the Contractor's professional services. Contractor shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

Purchased Services Terms and Conditions

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port of Tacoma (POT) to the Contractor, it is agreed that:

1. Key Personnel

The Contractor and/or its subcontractors' key personnel, as described in its Contractor selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the POT, or unless such key personnel leave the employ of the Contractor and informs the POT such key personnel no longer work for the Contractor.

2. Relationship of the Parties

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

3. Conflicts of Interest

Contractor 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. Contractor 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

This Agreement shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington. Contractor agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Contractor shall obtain all professional licenses and permits required to complete the scope of work as defined.

5. Records and other Tangibles

Contractor shall maintain all records and documents, including financial data and other evidence directly pertinent to performance of the work under this Agreement in accordance with Generally Accepted Accounting Principles and Practices consistently applied and as further specified below. Contractor shall provide the Port, or its designated agent, with access to or copies of records and other tangibles upon written request.

The Port or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and access to all records and documents, including financial data, for a period of not less than six (6) years after Completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement whichever occurs last.

6. Ownership of Work

The services to be performed by Contractor shall be deemed instruments of service for purposes of the copyright laws of the United States. The POT has ownership rights to the plans, specifications, and other products prepared by the Contractor. Contractor shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Contractor. Contractor shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional purposes shall require the POT's

prior consent. Notwithstanding anything to the contrary in this Agreement, Contractor and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the POT or Port.

7. Disclosure

All information developed by the Contractor, all analyses or opinions reached by the Contractor (Subject Data) and all information made available to the Contractor by the Port (Port Data), shall not be disclosed by the Contractor without the written consent of the Port.

8. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Contractor as specified in the Agreement.

Contractor is responsible for working within the agreement amount. Should the contractor incur costs beyond the agreement amount without an executed amendment to this agreement, the Contractor is solely responsible for the additional costs.

Invoices shall be submitted to cpinvoices@portoftacoma.com each month. Invoice period is for the previous calendar month and shall be computed pursuant to the rates and limitations set forth in the Agreement. Contractor agrees to submit monthly invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment. Under no circumstances will the Port pay interest on payments.

Un-invoiced services performed through December 31 of each year shall be invoiced no later than the 7th day of January. If the Contractor is unable to provide an invoice, they shall advise the Port in writing with a summary of the work completed and the accrual amount to be invoiced through December 31 of that year.

9. Payment Schedule

Contractor shall submit detailed numbered invoices showing contract number, description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

10. Costs and Disbursements

Contractor shall pay all costs and disbursements required for the performance of its services under this Agreement.

11. Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, the Contractor shall procure and maintain, during the life of this Agreement, such commercial general and automobile liability insurance as shall protect Contractor and any subcontractors performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Contractor, any subcontractors, or anyone directly or indirectly employed by either of them.
- b) With respect to claims other than professional liability claims, Contractor and its subcontractors agree to defend, indemnify and hold harmless the POT, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Contractor in the performance of the Contractor's professional services.
- c) With respect to professional liability claims only, Contractor and its subcontractors agree to indemnify and hold harmless the POT, its appointed and elective officers and its employees

from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Contractor in the performance of the Contractor's professional services.

12. Standard of Care

Contractor shall perform its work to conform to generally accepted professional standards. Contractor shall, without additional compensation, correct or revise any errors or omissions in such work.

The Port's approval of plans, drawings and specifications shall not relieve Contractor of responsibility for the adequacy or accuracy thereof. The Contractor shall remain liable for damages and costs incurred by the Port arising from the Contractor's errors, omissions or negligent performance of services furnished under this Agreement.

13. Time

Time is of the essence in the performance by the Contractor of the services required by this Agreement.

14. Assignability

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the POT.

15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the POT for cause when the POT deems continuation to be detrimental to its interests or for failure of the Contractor to perform the services specified in the Agreement. The POT may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Contractor and reimburse the Contractor for its costs and fees incurred prior to the notice of termination.

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The POT reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Extent of Agreement

This Agreement represents the entire and integrated understanding between the POT and Contractor and may be amended only by written instrument signed by both the POT and Contractor.

18. Venue & Governing Law

Venue for any litigation shall be the Pierce County Superior Court of the State of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney(s) fees. This Agreement shall be interpreted under the laws of the State of Washington.

19. Integration and Merger/ Extent of Agreement

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

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

20. Non-Discrimination

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

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

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

22. Indemnity / Hold Harmless Clause

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

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

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

23. Miscellaneous Provisions

- A. Remedies Cumulative:** Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.
- B. Captions:** All titles, including sections or subsections, are for convenience only and do not define or limit the contents.
- C. Severability:** Any term or provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.
- D. Waiver:** No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Port of any performance by Contractor after the time the same shall have become due nor payment to Contractor for any portion of the Work shall constitute a waiver by Port of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by Port, in writing. Port's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Port's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- E. Negotiated Agreement:** The Parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed by respective legal

counsel, and that terms and conditions are not construed against any Party on the basis of such Party's draftsmanship thereof.

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

ATTACHMENT C – REFERENCES QUESTIONNAIRE

INSTRUCTIONS TO THE PROPOSER:

Proposers are allowed three (3) completed reference questionnaires. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the proposer's experience that is similar in nature to the products or services being requested by this RFP, and are within the last (3) years from the date this RFP was issued.

References not received within three (3) business days after being requested by the Port's Procurement Coordinator will receive a score of "0" for that reference. References outside the (3 years) (see paragraph above), and references determined to be not of a similar nature to the products or services requested by this RFP will also receive a score of zero (0) points. **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information and any additional information provided by the reference.**

If more than three (3) qualifying references are received, the first three (3) fully completed references received will be used for evaluation purposes. References will be averaged.

1. Proposers must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
 - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
 - b. Print the name of your company/organization on the "PROPOSER NAME" line.
 - c. Enter the RFP Closing date and time in Instruction 5 (see the INSTRUCTIONS block.)
2. Send the "Reference's Response To" document to your references to complete.

NOTE: It is the proposer's responsibility to follow up with their references to ensure timely submission of all questionnaires. Proposers may e-mail the Procurement to verify receipt of references.

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP Number: 90144
RFP Title: IT Service Management

REFERENCE NAME
(Company/Organization): _____

PROPOSER NAME (Company/Organization): _____ has submitted a proposal to the Port of Tacoma, provide the following services: **Information Technology Service Management Software**. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

Procurement Representative: Sharon Rothwell

E-mail: procurement@portoftacoma.com

5. This completed document **MUST** be received no later than **TBD** at **2:00 p.m. (PST)**. Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Proposer.
7. In addition to this document, the Port may contact references by phone for further clarification if necessary.

Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale

Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the firm's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this firm:

10 9 8 7 6 5 4 3 2 1 0

3. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

4. Rate the knowledge of the firm's assigned staff and their ability to accomplish duties as contracted:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the accuracy and timeliness of the firm's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

6. Rate the firm's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the firm's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the likelihood of your company/organization recommending this firm to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

1. Please include a brief description of the services provided by this firm for your business:

2. During what time period did the firm provide these services for your business?

Month: _____ Year: _____ to Month: _____ Year: _____

Section III. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference

Date

Print Name

Title

Phone Number

Email Address

ATTACHMENT D – REQUIREMENTS MATRIX

Each requirement in this section is preceded by a priority, and then followed by a description, coded response, and vendor comments. Please read the priority definitions below:

Priority	Description
Mandatory	The proposal will not be selected if it cannot meet this requirement.
High	This requirement is highly desirable and will be implemented if it is feasible to do so.
Medium	This requirement is desired, but if the cost to implement the requirement is too great, it will be sacrificed, at Port's discretion.
Beneficial	This requirement is "nice to have." It will be implemented if it does not require significant additional costs or work.

Proposer must enter the most appropriate Code in the 'Coded Response' column for each requirement listed. Use only the Codes listed below. Provide a response for each row and only list one Coded Response per row. Include additional information when the functionality is not available OOTB or further description in the 'Proposer Comment' column as indicated. Response

Response Code	Description
F	Fully meets requirement
M	Can be provided with modifications (describe in Proposer Comments)
C	Requires customization at Port of Tacoma's cost (explain in Proposer Comments)
O	Port of Tacoma has the option to develop this requirement via use of a third-party vendor at the Port's cost
TP	Met using a third-party solution (specify in Proposer Comments)
PU	Planned upgrades will have this functionality (specify in Proposer Comments)
DN	Does not meet the requirement
NA	Not available

#	Priority	Description	Coded Response	Proposer Comments
IT Service Management Tool Capabilities:				
	Mandatory	Solution must provide a client-facing web-based interface.		
	Mandatory	Solution must provide a report management system that allows for custom reports for both user and companywide.		
	Medium	Solution should provide ticketing system scalability to other Port departments through modularity.		
	Mandatory	Solution must provide a web-based interface for ITSM staff.		
	High	Solution should be usable on tablets and smartphones.		
	Mandatory	Solution must provide self-serve knowledge base capabilities such as FAQs with 24/7 availability.		
	Mandatory	Solution must provide Tier 0 support capabilities such as self-serve troubleshooting guide with 24/7 availability.		
	Mandatory	Solution must provide Configuration management database (CMDB) capabilities that integrate with all modules.		
	Mandatory	Solution must provide OOTB ITIL 4 aligned enterprise application management solutions.		

	Mandatory	Solution must have ticket tracking interface with filters and sorting capabilities.		
	Mandatory	The solution must provide the ability to search for a ticket via username, asset id, keyword, category, department etc.		
	Mandatory	Solution must provide the ability for service ticket queue to have a customizable display to only show tickets selected by the service team. For example, a single team, department, work types.		
	Mandatory	Solution must provide approval of service requests via email and/or web interface.		
	High	Solution should provide for customer service feedback including links in emails for submitting feedback (surveys).		
	Mandatory	Solution must provide for automated customer notifications via email and web interface and provide the ability to send and resend to customers.		
	Mandatory	The solution must provide the ability to make work entries that are not visible to the customers.		
	High	The solution should provide customizable feedback solicitation (survey) with configurable frequency.		
	Mandatory	Solution must provide a role-based admin access that allows different permissions and levels of access for each practice interfaces and reporting.		
	Mandatory	Solution must provide the ability to add multiple attachments to each ticket record. Please identify the max number of attachments possible.		

	Mandatory	The solution must provide the ability to re-assign the ticket to another support group or individual within the same support group, including automatic notification to the newly assigned group or individual.		
	Mandatory	The solution must provide the ability of a identified group (service desk) with the ability to view and update open tickets assigned to another group/individual.		
	Mandatory	<p>The solution must provide functionality for the follow seven ITIL 4 practice areas:</p> <ul style="list-style-type: none"> ▪ Incident Management ▪ Service Desk ▪ Change Control ▪ IT Asset Management ▪ Service Catalog Management ▪ Problem Management ▪ Service Request Management 		
	High	<p>The solution should provide functionality for the follow future ITIL 4 practice areas:</p> <ul style="list-style-type: none"> ▪ Service Configuration Management ▪ Service Level Management ▪ Monitoring and Event Management ▪ Knowledge Management ▪ Availability Management 		
	High	Solution should provide OOTB ITIL 4 workflows that are ready to be used and/or workflows that are configurable.		
	Mandatory	Solution must provide Single-Sign-On capabilities with Azure Active Directory.		
	Mandatory	Solution must provide exporting and importing of data in near real time.		

	Beneficial	Solution should provide access directly to the database.		
IT Asset Management:				
	Mandatory	Solution must have asset management functionality including inventorying end user devices, networking gear, switches/routers and virtual servers, etc.		
	Mandatory	Solution must have the ability to access devices without a client.		
	Beneficial	Solution may provide the ability to reconcile purchase data with inventoried assets.		
	Beneficial	Solution may provide asset disposal management functionality.		
	High	Solution should provide third party asset management integration. Please provide list.		
	Mandatory	Solution must provide software license management functionality.		
	Beneficial	Solution should provide the ability to associate documents (invoice or contracts) related to assets.		
	Beneficial	Solution may provide software usage analysis capabilities including application usage and compliance management.		
Change Control:				
	Mandatory	Solution must have functionality to support change control functionality including prioritization of requests, status, alerting of request changes, and preserving request history.		

	Mandatory	Solution must allow for configuration and editing of request form fields to support evolving change control process.		
	Mandatory	Solution must allow for inclusion of supporting documents for each request. (Attachments)		
	Mandatory	Solution must provide OOTB workflow to support each of the ITIL 4 change types "Normal", "Standard" and "Emergency".		
	Mandatory	Solution must allow for modification of the change control workflow		
	Beneficial	Solution should allow for remote review and approval by each member of the Change Control Board.		

Technical Requirements:

	Mandatory	Solution must support authentication through Azure Active Directory or Active Directory Federated Services (ADFS).		
	Mandatory	Solution must be compatible with Window 10 clients.		
	Mandatory	Solution must be compatible with Edge Chromium.		

END OF REQUIREMENTS

ATTACHMENT E – PORT OF TACOMA SOFTWARE AS A SERVICE AGREEMENT

PORT OF TACOMA SOFTWARE AS A SERVICE AGREEMENT (Software)

This Port of Tacoma Software as a Service Agreement (“Agreement”) is by and between the Port of Tacoma (“Port”) (on behalf of the Northwest Seaport Alliance (NWSA)) and _____ hereby known as the “Vendor.” This Agreement is effective when fully executed and approved in accordance with applicable laws, rules and regulations (“Effective Date”). This Agreement is in relation to the Software as a Service Licensing only. Any services or products necessary for Implementation will be performed or obtained in accordance with a separate Personal Services Agreement (“PSA”) XXXXXX.

THE SOFTWARE AS A SERVICE AGREEMENT IS MADE IN CONJUNCTION WITH THE TERMS AND CONDITIONS SET FORTH IN THE PSA RESULTING FROM REQUEST FOR PROPOSAL (“RFP”) XXXXX. IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE PSA, AND/OR THE RFP, THE TERMS AND CONDITIONS OF THE FOLLOWING SHALL BE CONTROLLING IN THE PRIORITY SET FORTH BELOW, WITH NUMBER 1 BEING THE MOST CONTROLLING AND NUMBER 3 BEING THE LEAST CONTROLLING:

1. SOFTWARE AS A SERVICE AGREEMENT
2. PSA
3. RFP
4. Vendor’s Proposal

RECITALS

- A. The Port desires to enter into this Software as a Service Agreement with Vendor to provide Hosted Software Services as described in RFP XXXXX.
- B. Vendor desires and agrees to perform the Services as outlined in RFP XXXXX.

TERMS OF SERVICE

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON VENDOR’S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE VENDOR TO THESE TERMS AND CONDITIONS.

1. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

- 1.1. “AUP” means Vendor’s Acceptable Use Policy dated _____ currently posted at _____.

- 1.2. "Acceptance" means written confirmation by the Port that the Vendor's software has met the requirements stated in RFP XXXXX and in its RFP Proposal.
- 1.3. "Anniversary Date" means the date that is 365 days after the Effective Date, and each anniversary thereafter of the date that is 365 days after the Effective Date, during this Agreement's Term.
- 1.4. "Client Data" means the data that Designated Users transmit and/or enter into the database provided as part of the Vendor's system in connection with their use of the SaaS Software pursuant to this Agreement.
- 1.5. "Deliverables" means the Services and all software that Vendor is required to deliver to the Port under this Agreement.
- 1.6. "Designated User" means Port authorized personnel who have access the Vendor's SaaS Software for business purposes.
- 1.7. "Documentation" means all documents, including documents that are Deliverables described in this Agreement and includes, but is not limited to, any and all operator's or user's manuals, training materials, guides, commentary, listings, requirements traceability matrices and other materials for use in conjunction with and for the operation of services that are to be delivered by the Vendor under this Agreement.
- 1.8. "Effective Date" means the date of the last party signature on this Agreement.
- 1.9. "Force Majeure Event" means neither party shall be liable or deemed to be in default for any delay in performance occasioned by unforeseeable causes beyond the contract and without the fault or negligence of the parties, including but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantines, restrictions, strikes or labor disputes, embargoes, sabotage, cable cut not caused by Vendor, or usually severe weather; provided that in all cases of delay in performance, the Vendor shall immediately notify the Port by telephone, of such delay, and follow up such oral notice with prompt written notice detailing the cause for delay. The Vendor shall make every reasonable effort to complete performance as soon as possible. This clause does not apply to Service issues involving network outages cause by or related to a network that is not owned or controlled by the Vendor.
- 1.10. "Party" and "Parties" means the Port and Vendor.
- 1.11. "SaaS Software Application", "SaaS Solution" and "SaaS Software" mean the computer software listed on a SaaS subscription schedule to which Vendor has granted the Port access and use as part of the subscription. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc., related to the software that Vendor develops or deploys during the term of this Agreement, together with all documentation provided by or otherwise required of Vendor for any of the software, customization, other derivative works, upgrade, releases, fixes, patches, etc.

1.12. "SLA" means Port's standard service level agreement, as set forth in Exhibit B, Port of Tacoma Service Level Agreement (SLA).

1.13. "System" means the Port's access to and use of and Vendor's SaaS Software Applications and other services listed in this Agreement (Exhibit A, Licensed Software and Fee Schedule), in accordance with the terms and conditions set forth in this Agreement.

1.14. "Term" is defined in Section below.

2. THE SYSTEM.

The System is defined as the Port's access to and use of and Vendor's provision of the SaaS Software Applications and other services listed in this Agreement, in accordance with the terms and conditions set forth in this Agreement. (See Definitions, 1.13., "System")

- 2.1. Use of the System. During the Term, the Port may access and use the System pursuant to the terms the Vendor's AUP.
- 2.2. Service Levels. Vendor shall provide the remedies listed in Exhibit B, Port of Tacoma SLA, attached hereto and incorporated herein, for any failure of the System listed in the SLA. Such remedies are Port's remedies for any failure of the System. Credits issued pursuant to the SLA apply to outstanding or future invoices and may be deducted from any final payment upon termination of this Agreement. Vendor is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.
- 2.3. Application Support Hours. The Vendor's application core support hours must be from 07:00 to 18:00 PST/PDT, Monday through Friday (excluding Port holidays). The Port's holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, and Christmas Day. For Severity Levels 1 and 2 (as documented in Exhibit B, Service Level Agreement), the Vendor must be available during non-core support hours.
- 2.4. Virus Protection. The Vendor will use the most robust up-to-date virus and malware protection software and/or technology solutions available. The Vendor agrees to prevent viruses from being loaded into the SAAS Solution and into the Port's own standard IT environment through its software. If a virus is inadvertently introduced, the Vendor will take immediate and appropriate steps to reduce the effects of the virus and will notify the Port immediately upon discovery of the virus. The Port expects the Vendor to take immediate steps to respond to the virus, and for root cause analysis to be performed at a later reasonable time, i.e., within hours after the effects of the virus are reduced. Upon completion of the analysis, the results of the Vendor's root cause analysis will be shared with the Port, in writing.
- 2.5. Software and Hardware Updates / Patches. The Vendor is responsible for ensuring that systems, applications, database, operating systems and firewalls receive

regular updates and/or patches for SaaS system high availability and protection.

- 2.6. Data Centers / Disaster Recovery. Any and all data centers utilized must be located within the continental United States. Data centers, server, storage and network infrastructure utilized must provide high levels of redundancy and availability. The Vendor will provide system restore/image, snapshots and backups on an hourly, daily, weekly and monthly schedule for recovery. In addition, the Vendor will ensure that network, server and storage infrastructure is actively monitored and managed for availability and performance which includes site security including but not limited to: on-premises security personnel, continuous video surveillance, screening of all people entering or exiting the premises, seismically braced server racks, high-tech fire suppression systems and round-the-clock monitoring of server operations. Disaster Recovery and penetration testing exercises must be documented along with a plan to fix any deficiencies. The outcome of these exercises must be available to the Port upon request. All client data must be stored and remain in the continental United States.
- 2.7. Documentation: The Port may reproduce and use the documentation solely as necessary to support Designated Users' use of the System.
- 2.8. Designated System Revisions. The Port recognizes the Vendor may revise System features and functions at any time. If any such revision to the System materially reduces features or functionality mutually agreed upon by the Parties, the Port may within 30 days of notice of the revision terminate this Agreement without cause. If any such revision to the SLA materially reduces service levels mutually agreed upon by the Parties, the Port may within 30 days of notice of revision terminate this Agreement without cause.

3. SYSTEM FEES. The Port shall pay Vendor the fee set forth in Exhibit A, Licensed Software and Fee Schedule, attached hereto and incorporated herein.

- 3.1. Implementation Schedule. For purposes of a first time set-up and/or implementation for the Port, Vendor will provide a schedule for the implementation, including the milestones that must be met and hard dates by which the milestones must be met.
- 3.2. Milestone Payments. Payment for first time implementation for the Port will be tied to successful completion of milestones associated with hard dates or deadlines. A payment schedule is provided in Exhibit A, Licensed Software and Fee Schedule.

4. CYBERSECURITY AND CLIENT DATA PRIVACY.

- 4.1. Cybersecurity. All solution components, including code base, application, servers, web servers, databases, data at rest and in motion, and network infrastructure including firewalls, are developed, configured and maintained using industry standard cybersecurity best practices in accordance with NIST Special Publication

800-53r4 (or successor publications). For the web servers, the Vendor will use SSL certificate to secure connectivity for users. The Vendor will maintain a documented Security Plan that it will supply to the Port upon request. The Vendor will undergo Security Vulnerability Audits annually, and supply audit reports to the Port upon request. Once the Security Vulnerability Audit is completed, the Vendor will create a remediation plan and implement the plan to address any failed areas. Within five (5) business days, the Port will receive a copy of the Vendor's remediation plan. The Vendor will notify the Port immediately of any security breach of the Vendor's SaaS infrastructure or unauthorized access to the Port's data; will work immediately and without interruption to resolve the breach and the vulnerability; and will provide the Port with a copy of an incident review.

- 4.2. Use of Client Data. Unless it receives the Port's prior written consent, Vendor: (a) shall not access, process, or otherwise use Client Data other than as necessary to facilitate the System; and (b) shall not grant any third party access to Client Data, including without limitation Vendor's other customers. Notwithstanding the foregoing, Vendor may disclose Client Data as required by applicable law or by proper legal or governmental authority. Vendor shall give the Port prompt notice of any such legal or governmental demand and reasonably cooperate with the Port in any effort to seek a protective order or otherwise to contest such required disclosure.
- 4.3. Protection of Client Data Stored Within the SaaS Solution. The Port's confidential information, sensitive data and/or personally identifiable information may be stored within the SaaS Software. The Port requires that the Vendor understand that (1) the Port owns its own data, (2) the Vendor will provide protection against the release or transfer of that data, (3) the Vendor is required to notify the Port within two (2) hours of any breach and will provide the Port with the specific steps that will be taken if a security breach occurs or is suspected.
- 4.4. Data Encryption. Vendor shall ensure that all data transfers, i.e., data moving or data at rest, will be encrypted. For data in transit, the Vendor will ensure encryption with 256-bit encryption and Transport Layer Security (TLS) and file-level encryption will be performed via Transparent Data Encryption (TDE). In order to ensure client anonymity, the Vendor will encrypt the database names. Data at rest will have a robust encryption method in place to encrypt all Client data elements. In addition, the Vendor will encrypt all user passwords with a form-based system login and store all encrypted user passwords in a secure database.
- 4.5. Records Retention. Until the expiration of six years after the term of this Agreement, Vendor agrees to maintain accurate records of all work done in providing services specified by this Agreement, including the Port's client data hosted, stored, or maintained by Vendor, and to deliver such records to the Port upon termination of this Agreement or otherwise as requested by the Port.
- 4.6. Risk of Exposure. The Port recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, the Port assumes such risks. Vendor warrants that it will make all

commercially available efforts to ensure that Client Data will not be exposed or disclosed through errors or the actions of third parties. The Vendor must ensure that it has performed all commercially available efforts to protect the Port's client data in accordance with Section 2. The System, and Section 2.5 Cybersecurity.

- 4.7. **Data Accuracy**. Vendor shall have no responsibility or liability for the accuracy of data uploaded to the System by the Port, including without limitation Client Data and any other data uploaded by Designated Users.
- 4.8. **SSAE16 Audits**. During the term of this Agreement, and so long as SSAE16 remains a current and industry standard auditing standard, Vendor agrees to annually undertake an audit in accord with the American Institute of Certified Public Accountants' Statement on Standards for Attestation Engagements No. 16 or a successor standard ("SSAE16") with respect to the services offered in Exhibit A. Upon the Port's request, and no more than annually, Vendor agrees to provide a copy of its then-current SSAE16 audit report for the Port's review. Additionally, the Port requires the Vendor to perform an annual Cybersecurity Vulnerability assessment performed at the same intervals as the audit and the findings relating to Port's SaaS system will be shared with the Port.

5. THE PORT'S RESPONSIBILITIES & RESTRICTIONS.

- 5.1. **Acceptable Use**. The Port shall comply with the AUP identified in Section 1.1. The Port shall not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party, subject to the Port's obligations set forth in Section 11.10; or (d) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event that it suspects any breach of the requirements of this Section 5.1, including without limitation by Designated Users, Vendor will immediately notify the Port of any breach for unauthorized use.
- 5.2. **Unauthorized Access**. The Port shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. The Port shall notify Vendor immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.
- 5.3. **Designated Users & System Access**. The Port is responsible and liable for: (a) Designated Users' use of the System, including without limitation unauthorized Designated User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to the Port; and (b) any use of the System through Port's account, whether authorized or unauthorized, except to the extent said use is performed by persons or entities not employed by or affiliated with the

Port.

6. INTELLECTUAL PROPERTY (IP).

- 6.1. **IP Rights to the System.** Vendor retains all right, title, and interest in and to the System, including without limitation all software used to provide the System and all graphics, user interfaces, logos, and trademarks reproduced through the System. This Agreement does not grant the Port any intellectual property license or rights in or to the System or any of its components, except to the extent this Agreement provides the Port with the right to use the System as expressly provided herein. The Port recognizes that the System and its components are protected by copyright and other laws.

7. CONFIDENTIAL INFORMATION. "Confidential Information": Pursuant to this Agreement, Vendor may collect, or the Port may disclose to Vendor, financial, personnel or other information that the Port regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the Port. Vendor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the Port to any third party, except with the Port's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the Port. The Port may require that Vendor's officers, employees, agents or sub-vendors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the Port upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that: (a) is or was in the possession of Vendor before being furnished by the Port, provided that such information or other data is not known by Vendor to be subject to another confidentiality agreement with or other obligation of secrecy to the Port; (b) becomes generally available to the public other than as a result of disclosure by Vendor, or; (c) becomes available to Vendor on a non-confidential basis from a source other than the Port, provided that such source is not known by Vendor to be subject to a confidentiality agreement with or other obligation of secrecy to the Port.

- 7.1. **Non-disclosure.** The Port may require a Non-Disclosure Agreement to be signed by the Vendor and its employees.
- 7.2. **Termination & Return.** Upon termination of this Agreement, the Vendor shall return all copies of the Port's data within 5 business days or certify, in writing, the destruction thereof.
- 7.3. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Parties will retain all right, title, and interest in and to all their Confidential Information.

8. REPRESENTATIONS & WARRANTIES.

- 8.1. **From Vendor.** Vendor represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto,

and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. In the event of a breach of the warranty in this Section, Vendor, at its own expense, will promptly take the following actions: (a) secure for the Port the right to continue using the System; (b) replace or modify the System to make it noninfringing; or (c) terminate the infringing features of the Service and refund to the Port any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Port's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Port's sole remedy, for breach of the warranty in this Section and for potential or actual intellectual property infringement by the System.

- 8.2. **Warranty Period.** For the period of one (1) year (Warranty Period), the SaaS Software supplied to the Port shall conform to the Acceptance criteria set forth in the RFP XXXXX and the Vendor's RFP Response and shall be free from error or defect that materially impairs their use.
- 8.3. **Warranty Use.** All services and SaaS Software supplied by the Vendor to the Port shall be provided to the Port free and clear of any and all restrictions on or conditions all liens, claims, mortgages, security interests, liabilities and encumbrances of any kind.

9. INDEMNIFICATION.

- 9.1. **Save Harmless.** The Vendor shall defend, indemnify and hold the Port harmless from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney's fees, to the extent caused by or arising from the negligent or wrongful acts or omissions under this Agreement of the Vendor, its employees, agents, or subcontractors, that cause death or bodily injury, or damage to property, or arising out of a failure to comply with any state or federal statute, law, regulations or act.

10. Term & Termination.

- 10.1. **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue for a period of _____. By mutual agreement, this Agreement may be renewed, under the existing terms and conditions, for a period of successive one (1) year periods, not to exceed X years.

- 10.2. **Termination for Convenience.** The Port may terminate this Agreement at any time for government convenience upon 30 days' advance written notice. On the date of termination, the Port shall pay the Vendor any outstanding undisputed fees for Services not yet performed.

- 10.3. **Effects of Termination.** Upon termination of this Agreement, the Port shall cease all use of the System and delete, destroy, or return all copies of the documentation in its possession or control, subject to the Port's obligations to retain and/or disclose records pursuant to applicable law. The Vendor will return all client data within 5

business days via the last back-up copy of the system database. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of the Port to pay fees incurred before termination; (b) Articles and Sections *IP, Confidential Information, and Limitation of Liability*.

11. MISCELLANEOUS.

11.1. **Independent Contractors.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no Vendor employee or contractor will be an employee of The Port.

11.2. **Notices.** Vendor may send notices pursuant to this Agreement to the following Port representative ___, at the following e-mail address: _____, and such notices will be deemed received 24 hours after they are sent. The Port may send notices pursuant to this Agreement to _____, and such notices will be deemed received 24 hours after they are sent.

11.3. **Assignment & Successors.** Vendor may not assign this Agreement or any of its rights or obligations hereunder without Port's express written consent. Any attempt to assign this Agreement, without prior written approval, shall result in the termination of this Agreement, at the sole discretion of the Port. All rights of action for any breach of this Agreement by the Vendor are reserved by the Port.

11.4. **Subcontracting.** The Vendor may enter into any subcontract(s) relation to the performance of this Agreement if mutually agreed upon in writing by both parties. The Vendor's use of subcontracts shall not in any way relieve the Vendor of its responsibility for the professional and technical accuracy, adequacy, and timeliness of the work to be performed under this Agreement. The Vendor shall be and remain liable for the performance of the work in accordance with this Agreement, as well as any damages to the Port caused by the negligent performance or non-performance of the Vendor's subcontractor(s).

11.5. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

11.6. **No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

11.7. **Choice of Law & Jurisdiction:** This Agreement will be governed solely by the internal laws of the State of Washington. The parties consent to the personal and

exclusive jurisdiction of the federal and state courts of Pierce County, Tacoma, Washington.

11.8. **Time is of the Essence.** Vendor agrees that time is of the essence in its performance under this Agreement.

11.9. **Technology Export.** The Port shall not: (a) permit any third party to access or use the System in violation of any U.S. law or regulation; or (b) export any software provided by Vendor or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, The Port shall not permit any third party to access or use the System in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

11.10. **Public Records.** The Port has to avail its records to a public inspection. Any and all records, i.e., proposals and pricing provided by the Vendor, this Agreement, client data, and other documentation are considered non-confidential and non-proprietary in nature and will be subject to public records requests, public disclosure, and audit.

11.11. **Amendments.** Any amendment or modification to this Agreement must be mutually agreed upon by both parties via a written amendment to be effective.

NOTE:

The following referenced Exhibits will be determined during Contract creation and will be mutually agreed to by the Port and the Vendor:

- **Exhibit A**, Licensed Software and Fee Schedule
- **Exhibit B**, Port of Tacoma Service Level Agreement (SLA)

ATTACHMENT F –SaaS REQUIREMENTS CHECKLIST

Requirement	Fully Met	Partially Met	Not Met	Comments (including Restrictions and Exceptions)
The system shall be capable of supporting 24/7 365 availability				
The system shall be protected by current virus and malware protection software				

Requirement	Fully Met	Partially Met	Not Met	Comments (including Restrictions and Exceptions)
Vendor indemnifies the Port of Tacoma if vendor system infects the Port with virus/malware				
The system shall be protected by firewalls that serve to prevent unauthorized access and attacks				
The system shall be capable of providing an audit log of:				
All users with general access				
All users with superuser access				
All users with system level access				
All users with database level access				
All users with server level access				
The system shall be capable of providing an audit log of access for all users				
The system shall be supported by data centers located in the continental United States				
The system shall have redundancy protocols in place that support				
Less than 15-minute downtime for users (RTO Recovery Time Objective)				
Less than 30-minute loss of data for users (RPO Recovery Point Objective)				
Do not require users or Port staff to update configuration settings				
The system shall have backup protocols in place that support				
A restore/ image point for data taken once per hour				
A restore/ image point for system and data taken once per day				
A restore/ image point for system and data taken once per week				
A restore/ image point for system and data taken once per month in an additional format [such as tapes] in the event of a total loss of the system				
The system shall be physically protected by:				

Requirement	Fully Met	Partially Met	Not Met	Comments (including Restrictions and Exceptions)
On premise security personnel				
Controlled access				
Continuous video surveillance				
Seismically braced server racks				
Fire suppression systems				
Continuous monitoring of server operations				
The system shall be supported by a disaster recovery plan				
That is tested at minimum of 1x per Year				
Testing shall be of minimum impact to Port users				
The system shall be able to ensure that no data belonging to the Port is shared with other customers, no commingling of data with other customers is permitted				
The system shall be supported by a penetration testing plan				
That is tested at minimum of 1x per year				
Testing shall be of minimum impact to Port users				
Testing shall not require Port staff to support				
The system shall be able to ensure that no data belonging to the Port leaves the continental United States				
The system shall be composed of components in accordance/compliant with NIST Special Publication 800-53r4 including but not limited to:				
The system integrates with Active Directory				
The system shall be capable of supporting secure passwords by supporting one of the following				
Integration with Active directory				
Support the following requirements: Minimum password length – 12 Characters Password expiration of 90 days Complex password				

Requirement	Fully Met	Partially Met	Not Met	Comments (including Restrictions and Exceptions)
requirements – 3 of 4 (lower case, upper case, number or Special Character)				
The system shall be supported by a documented Security Plan				
The vendor shall be able to provide an annual audit on request to support the following items:				
Security Vulnerability				
The system vendor will be able to meet the following notification obligations to the Port:				
Immediate notification in the event of a system failure				
Immediate notification upon the discovery of a virus attack				
Root cause analysis documentation within one day of the virus attack effects being reduced				
Immediately in the event of a security breach				
Immediately if an acceptable use breach is detected				
Immediately if an acceptable use breach is detected				
2 hours in the event of a client data breach				
Within five (5) business days any remediation items needed as a result of the Security Vulnerability Audit				
Immediately by phone in the event of a Force Majeure resulting in a system outage				
In writing subsequent to phone call with details of the outage				
Notifications of upgrades/ patches etc. that may alter or change the user experience				
Notifications of the system that materially change the SLA that was mutually agreed upon				
Notifications of upgrades/ patches etc. that may alter or change the security infrastructure				

Requirement	Fully Met	Partially Met	Not Met	Comments (including Restrictions and Exceptions)
The vendor will have application support hours:				
07:00 to 18:00 PST/PDT Monday through Friday (excluding port holidays) The Port's Holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, and Christmas Day.				
For Severity Levels 1 and 2 (as documented in Exhibit B, Service Level Agreement), the Vendor must be available during non-core support hours.				

ATTACHMENT G – PORT OF TACOMA’S CURRENT ENVIRONMENT

PRODUCT AND VERSION:

- Track-IT v 11.4
- Server OS Windows Server 2016 10.0
- Server DB Microsoft SQL Server 13.0 (13.00.4001)

LICENSES:

- Base Authorized User licenses – 18
- Average of 10 concurrent users
- 300 service tickets generated per month
- Eventual extending ticketing system to other departments

INSTANCES:

- Dev, Test and Prod

STORAGES:

- Primary Database Storage, currently used: 15 GB
- Email attachments (on file system): About 2 GB in total size

INVENTORY:

- 185 servers (physical and Hyper-V virtual)
- 500 pieces of networking gear
- 400 desktops/laptops/tablets
- ~90 enterprise applications
- ~50 desktop applications

CUSTOMIZATIONS:

- None

INTEGRATIONS

- System Center Configuration Manager (SCCM)
- Active Directory Federated Services (ADFS)
- Microsoft Azure

ATTACHMENT H – COST BREAKDOWN RFP 90144

License Pricing		Cost per Unit	Year 1	Year 2	Year 3	Total Licensing Cost
QTY	Description					
20						\$0.00
25						\$0.00
30						\$0.00
Additional Licensing		Cost per Unit	Year 1	Year 2	Year 3	Total Licensing Cost
QTY	Description					
						\$0.00
						\$0.00
						\$0.00

Fixed Fee Implementation Services (Professional Services for installation, configuration, integration, training and travel)			
Hours	Description	Bill Rate	Total
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total			

Post Implementation Maintenance and Support Services for 2 years after implementation (Fully Burdened)			
Role	Description	Bill Rate	Total
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total			