

# PORT OF TACOMA REQUEST FOR PROPOSALS No. 069978

### SECURITY FORCE CASE MANAGEMENT AND REPORTING SYSTEM

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

RFP INFORMATION					
Contact:	Michael Keim, Senior Contract Administrator				
Email Addresses:	procurement@portoftacoma.com				
Phone:	(253) 428-8608				
Submittal Date	NOVEMBER 21, 2014 @ 4:00 PM (PST)				

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE EMAIL ADDRESS LISTED ABOVE AND
INCLUDE 'SECURITY FORCE CASE MANAGEMENT AND REPORTING
SYSTEM' IN THE SUBJECT LINE

## PORT OF TACOMA Request for Proposals (RFP) #069978 Security Force Case Management and Reporting System

The Port is soliciting proposals from firms interested in providing Software, consulting and technical support services relating to a Security Force Case Management and Reporting System that is Cloud-based, Software-as-a-Service (SaaS), or otherwise hosted off-premise.

#### A. BACKGROUND

The Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. Created by Pierce County citizens in 1918, the Port of Tacoma has become one of the largest container ports in North America and one of the top 50 in the world. The Port of Tacoma manages a diverse set of business operations relating to maritime trade. To learn more about the Port of Tacoma, visit www.portoftacoma.com.

The Port maintains several enterprise and departmental software applications and platforms managed in-house and on premise. The Port manages these applications on Microsoft Windows servers and Microsoft SQL databases. The Port has an in-house Information Technology department and in-house technical, functional, and business process staff. The Port is designated as a municipal corporation and is subject to Federal and State laws governing public entities, including public records laws and the designation of certain classes of information as Sensitive Security Information (SSI). These laws include: Washington State Public Records Act, RCW 42.56; 33 CFR 105.225; 49 CFR 1520; WAC 434-660-010; WAC 434-662-060; WAC 434-615-020.

Port of Tacoma Security is a non-commissioned, armed security force defined as Public Officers under the Revised Code of Washington (RCW (A.04.110(13) (A.04.110(23)). The security force is responsible for enforcing Federal regulations, State law and providing security and first responder duties to all Port property and waterways within the international Tier III Port. The force provides 24/7 coverage for Mobile patrol, entry control, Control (dispatch and communications), and monitoring of all Port assets via CCTV. The department consists of 4 administrative staff and 37 armed officers. The force conducts investigations, responds to all security issues, and has an all hazards approach to responding and mitigating situations that affect the maritime community. The force works with local, federal and state officials in regards to communications and unified command.

The Port intends to implement a Security Force Case Management and Reporting System. Currently these functions are not supported by a centralized system or standardized process, and are conducted using manual processes and tools. By implementing a centralized system, the Port expects to gain efficiency and effectiveness benefits both in data recording and reporting. Key requirements of the required solution are that it be Cloud-based, Software-as-a-Service (SaaS), or otherwise hosted off-premise, and that it is in compliance with and supports applicable laws and regulations.

Specific solution requirements are defined in Attachment C.

The Port anticipates awarding the work to one selected vendor determined on a best-value basis. The period of performance will initially be one (1) year, with an option to extend for up to forty-eight (48) months.

The Port anticipates spending \$10-15 thousand dollars per year for subscription services. Implementation costs are not anticipated to exceed \$30,000. It should be noted by all vendors submitting proposals that procurement of a solution is subject to project authorization by the Port's IT Governance Committee. This authorization will not be sought until all project costs are known and authorization may be declined.

The Port's Standard Terms and Conditions are included as <u>Attachment B</u> to this RFP. These will be included with a Personal Services Agreement or Purchase Order format. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by the Port's Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Port's best interests to adopt the alternative language.

#### **B. SCOPE OF SERVICES:**

Through this RFP the Port aims to select a Security Force Case Management and Reporting System that is Cloud-based, Software-as-a-Service (SaaS), or otherwise hosted off-premise. Proposing vendors are expected to provide an overall solution that is anticipated to consist of: vendor supplied software; services, anticipated to include the design, configuration and deployment of the solution; ongoing hosting, support and maintenance services.

The overall solution shall include:

- Software Subscription Licensing
- Software Hosting Services
- Software Support and Maintenance
- Process Development Services
- Software Design and Configuration Services
- Software Deployment/Implementation Services
- Training Services
- Documentation

The overall solution implementation will be managed as a Project by the vendor, with a defined scope, schedule and budget. Solution design, configuration, implementation and testing will be appropriately managed. Project risks and task progress will be formally communicated. The Port will assign a Project Manager to act as a focal point for vendor communications.

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. Services may be provided onsite or remotely, at the Port's discretion.

Services work with a defined scope will be performed on a task-order basis, with task-orders issued for services as-needed. Effort performed by the Consultant in developing

Scopes of Work for Task Orders is considered overhead effort and as such, not subject to direct compensation. Task Orders must be signed by both parties to be binding. Task Orders shall include a detailed description of the work to be performed, a list of deliverables to be provided to the Port, assumptions by each party and a detailed cost proposal for the work to be performed.

#### C. DELIVERABLES:

Deliverables will include:

<u>Software Solution and Licenses</u>: All software and licenses required to operate the solution. Software licensing requirements will be dependent upon the licensing model of the selected solution. For purposes of this proposal, Software licenses will be required to support the following users and environments:

System Administrators - 2
Supervisors - 5
Users/Clients - 40

Environments - 2 (Dev/Test/Training and Production)

<u>Solution Hosting:</u> All infrastructure and services required to maintain and support the solution in a hosted or SaaS environment.

<u>Support and Maintenance</u>: Technical support and maintenance, including access to technical support staff, software bug fixes and service packs, and future software releases.

<u>Project Management Deliverables:</u> WBS including tasks, schedule and dependencies; Weekly Status Reports including risks and progress reports.

<u>System Documentation</u>: Comprehensive system documentation, including System Administration and User Training Manuals.

Training for system users and administrators:.

A tested and accepted solution - A solution that has passed Port technical and User Acceptance Testing (UAT- developed by Port staff) and has been formally accepted by the Port's Project Manager as ready for production use.

#### D. RFP ELEMENTS & EVALUATION CRITERIA:

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

Proposals are limited to <u>30 numbered pages</u> (8 ½ by 11 inch) <u>including</u> the cover letter and all appendices. 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, Name, Title, Email Address, Phone Number and Addresses of the Proposing Team's main contact and include the following information:

- 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
  purposes of 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-consultants and key team members.

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

#### INITIAL EVALUATION PHASE

1.	Qualifications & Experience	)	10	P	T	S
1.	Qualifications & Experience	)	10	P.	T	S

 Describe the history of the firm submitting the proposal, including: length of time in business; business history including patterns of growth, mergers or acquisitions; number of staff; number of customers; market/vertical specializations; office locations; length of time offering software and services similar to those proposed, etc.

#### 2. Solution 40 PTS

- Describe the solution proposed, including elements such as software version history and future lifecycle plan; system modules proposed to meet the solution requirements; functionality and features; and other relevant information.
- Describe in detail, using diagrams if required, the overall system and solution architecture and underlying technologies.
- Complete Attachment C, Solution Requirements. Define if the software proposed and the overall solution meets or does not meet each requirement. Describe in functional and technical detail how each requirement is met, including any restrictions or exceptions.
- 3. Work Approach 20 PTS
  - Innovative Ideas: Include a summary of innovative ideas and suggestions for enhancing the scope of services.
  - Assumptions and Risks: Define the assumptions made regarding accomplishing the Scope of Services. Define the factors the consultant believes are risks to the successful completion of the project and proposed mitigation strategies.
  - Coordination & Communication: Provide a plan for communications and coordination between the Consultants team and the Port.
  - Project Management: Describe the consultants experience in the formal project management of projects such as that defined in this RFP.

 Technical Support: Define the consultants experience providing technical support services and describe the organizational support structures and processes established.

Failure to discuss the following two items with some detail will result in a Proposer's response being determined as NOT RESPONSIVE. These items will not be included in the scoring evaluation of the Proposer's response.

- Task Order Services: Define the consultants experience providing task order type services.
- Work Location: Describe the consultants considerations for onsite or remote access performance of project tasks.
- 4. Compensation 30 PTS

Present detailed information on the firm's proposed fee structure for the software and services proposed.

Compensation information MUST be provided separately from the proposal, in an individual PDF document.

- Complete a Rate Sheet (Attachment D) that specifies and itemizes the cost for each proposed component, including all licensing, support, maintenance and hosting items. For subscription based services, provide annual pricing.
- Include on the Rate Sheet the labor category and hourly rate of each member of the proposed team, or of each specific project role.
- Provide an estimated range, based upon previous experience, of the total services costs to implement the proposed solution.

All rates and costs/fees quoted shall be:

- Fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- Quoted in US Dollars;
- 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.
- 5. References 20 PTS

Ensure completion of at least **three (3) references** submitted using <u>Attachment E</u>. All references must be received by the Port by the Proposal due date. The Port will evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the proposal. The Port may contact submitted reference sites directly to accomplish this.

#### FINAL EVALUATION PHASE (if applicable)

6. Interviews/Software Demonstrations 100 PTS

If an award is not made based on the written evaluations alone, interviews and software demonstrations will be conducted with the top-three proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. If interviews and software demonstrations are conducted, they will be held at the Port of Tacoma, Tacoma, WA. At the vendor's request, an interview and demonstration may be conducted utilizing web conferencing. Travel costs will not be reimbursed for the interview.

Software demonstrations will be based on scripts provided by the Port. Software demonstrations are to be conducted in real time with live systems.

#### <u>ATTACHMENT A – INSTRUCTIONS FOR PROPOSING</u>

#### ATTACHMENT B -TERMS AND CONDITIONS AND NON-DISLCOSURE CERTIFICATION

<u>ATTACHMENT C – SPECIFIC SOLUTION REQUIREMENTS</u>

ATTACHMENT D- RATE SHEET

<u>ATTACHMENT E – REFERENCE QUESTIONAIRE</u>

#### <u>ATTACHMENT A</u>

#### **INSTRUCTIONS FOR PROPOSING**

#### PROCUREMENT PROCESS

#### **SOLICITATION TIMELINE:**

Issuance of RFP	OCTOBER 23, 2014
Last Day To Submit Questions	NOVEMBER 7, 2014
Proposal packets due	NOVEMBER 21, 2014 @ 4:00 PM (PST)
Short List Consultants*	DECEMBER 5, 2014
Interviews (if required)*	DECEMBER 16 AND 18, 2014
Final Selection*	DECEMBER 19, 2014
Execute Contract*	JANUARY 30, 2015

<sup>\*</sup>Dates are tentative.

After the proposal packets due date, Proposers may view the solicitation status by viewing the Submittal List on the Port's website.

#### **VENDOR OBLIGATION**

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, <a href="www.portoftacoma.com">www.portoftacoma.com</a> under 'Contract Opportunities'; 'Procurements'.

#### SUBSCRIBING TO THE HOLDER'S LIST

When viewing the details page for this procurement on the Port's Website (click here) firms have the option of subscribing to the Holder's List. By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

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

#### **COMMUNICATION / INQUIRES**

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

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to Michael Keim, Senior Contract Administrator, <u>procurement@portoftacoma.com</u> with the Firm Name and Solicitation Name in the subject line.

Proposers who may have questions about 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.

The Port will respond to questions which do not alter the solicitation documents by issuing a Question and Answer Document reflecting all questions received and corresponding answers.

#### ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

#### PRE-PROPOSAL CONFERENCE

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

#### SUBMITTAL PROCESS

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

<u>procurement@portoftacoma.com</u>.

Name of Firm, RFP Title (Subject Line)

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

\*Late proposals will not be accepted by the Port. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety days following the Proposal submittal deadline and for any extension of time granted by the submitting firm.

#### **EVALUATION AND AWARD PROCESS**

An evaluation team will review each proposal and evaluate all responses received based upon the criteria listed herein. The Port may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied and the firms are ranked based on the scores.

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short listed firm's initial evaluation scores. Final selection will be based on reference checks and interviews.

The Port intends to select the Proposer who represents the best value to the Port and begin the negotiation and award process based on the evaluated scores.

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

The Port reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Port may require. The Port reserves the right to reject any or all Proposals submitted as non-responsive or non-responsible and to cancel this solicitation at any point in the process prior to contract award.

#### **GENERAL INFORMATION**

News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Port.

#### **COSTS BORNE BY PROPOSERS**

All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firms.

#### SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

#### TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC)

The requested services will require the selected consultant to work within a secured/restricted TWIC regulated area.

TWIC is a credentialing program managed by the Department of Homeland Security (DHS), through the United States Coast Guard and the Transportation Security Administration. All credentialed merchant mariners and individuals who will need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC visit <a href="https://www.tsa.gov/twic">www.tsa.gov/twic</a>.

The Consultant shall have a minimum of one TWIC compliant employee trained as an escort for every five workers not possessing TWIC cards working on a secured or restricted site. Each escort will be required to receive Terminal Operator provided escort training. The Port shall not provide reimbursement for obtaining TWIC credentials.

#### **PUBLIC DISCLOSURE**

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by

anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the Port and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the Port will release the requested portions of the Proposals. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port on account of actions taken under such procedure.

#### <u>ATTACHMENT B</u>

#### TERMS AND CONDITIONS AND NONDISCLOSURE AGREEMENT

#### Port of Tacoma Terms And Conditions Personal/Purchased Services Agreement

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

#### 1. Key Personnel

The Consultant and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

#### 2. Relationship of the Parties

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

#### 3. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

#### 4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work

place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

#### 5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

#### 6. Ownership of Work

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

#### 7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port.

#### 8. Compensation

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

#### 9. Payment Schedule

Consultant shall submit detailed numbered invoices showing contract number, description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, and hourly by the 10<sup>th</sup> of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

#### 10. Costs and Disbursements

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

#### 11. Insurance - Assumption of Risk

further consideration a) As determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general and automobile liability insurance as shall protect Consultant and any subconsultants performing under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted bγ Consultant, any subconsultants, or directly anyone or indirectly employed by either of them.

- b) With respect to claims other than professional liability claims. Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.
- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.
- d) Cyber Liability Insurance. Consultant shall provide evidence of Cyber Liability Insurance with limits of liability of not less than \$1,000,000 per claim and in the aggregate covering Privacy Notification Costs, Penalties for Regulatory Defense and Penalties, Website Media Content Liability, Cyber Extortion Loss and Data Protection Loss.
- e) Fidelity Bond Insurance: Contractor shall provide evidence of a Fidelity Bond with limits of liability of at least \$1,000,000 per claim including coverage for Computer Fraud, Funds

Transfer Fraud and Forgery or Alteration.

#### 12. Standard of Care

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

#### **13.** Time

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

#### 14. Assignability

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

#### 15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this

Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

#### 16. Disputes

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

#### 17. Extent of Agreement

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

#### Sensitive Security Information Non-Disclosure Instructions

Each and every individual needing access to Sensitive Security Information (SSI) must complete and submit to the Port of Tacoma a non-disclosure agreement (NDA). Individuals submitting a SSI NDA to the Port must complete the following steps:

- 1. Obtain a copy of the SSI NDA via the Port of Tacoma's website or by contacting Port Security at 253.383.5841.
- 2. Read the entire document thoroughly.
- 3. Print your name on page one, first line.
- 4. Initial and date the bottom of each page of the document.
- 5. Print your name, title, company name, phone number and email address where stated.
- 6. Sign the document in the presence of the witness. The witness must be someone in your firm.
- 7. The same witness must fill out their information, including name, title, company name, phone number and email address.
- 8. Witness signs the document.
- 9. Scan the final document into one PDF or TIF file.
- 10. Email to the Port Security Department at: <a href="mailto:ndasecurity@portoftacoma.com">ndasecurity@portoftacoma.com</a>

Any non-disclosure agreements that do not follow the noted instructions will be denied. All questions regarding completing and submitting a SSI NDA must be emailed to ndasecurity@portoftacoma.com



Date\_\_\_/\_\_/\_\_ Initial \_\_\_\_\_

## Non-Disclosure Agreement for Conditional Access to Sensitive Security Information

I,, hereby consent to the terms and condition Agreement (hereafter, Agreement) in consideration of my baccess to certain United States Government documents or sensitive security information ("SSI").	peing granted conditional
I understand and agree to the following terms and conditions:	
<ol> <li>By being granted conditional access to SSI, the Unhas placed special confidence and trust in me and I am obligatinformation from unauthorized disclosure, in accordance with the Agreement and all applicable laws.</li> </ol>	ted to protect this
2. As used in this Agreement, SSI is that information and 1520 but also includes any information not specifically me 1520, but marked as "Sensitive Security Information" or "SSI." may be disclosed to persons without a "need to know", as defined 1520.	ntioned in Part 15 and No part of this record
3. Based on the Port of Tacoma (hereafter, Port of Tahave a security-related need to know, I am being granted contingent upon my execution of this Agreement for the sole proto the Port of Tacoma SSI. Examples of SSI include, but are respectively.	ditional access to SSI ourpose of having access
<ul> <li>a. Port Security Manual</li> <li>b. Security Baggage Screening</li> <li>c. Technical Specifications for Explosive Detection Devict.</li> <li>d. Technical Specifications of Security Communication</li> <li>e. Reports of Vulnerability to Security</li> <li>f. Technical Specifications or Drawings Security System</li> <li>g. Performance of Test data of Security System</li> <li>h. Passwords or codes of Security System to include at</li> <li>i. Restricted Area Key Control Procedures</li> <li>j. IP Address of Security Cameras</li> <li>k. Internal Security Response Procedure</li> </ul>	Equipment
4. This approval will permit me to have conditional ac perform my job or assigned tasks. This Agreement will not allo	
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materials that TSA or the Port of Tacoma has determined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but

unclassified information provided to the Port by other agencies of the United States Government, or any other SSI that I do not have a security-related need to know.

- I will never divulge any SSI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Port of Tacoma or TSA that the proposed recipient is authorized to receive it. I will submit to the Port of Tacoma SSI administrator for security review, prior to any publication or submission for publication whether in print, oral or electronic form any book, article, speech, report, or other work that is based on any knowledge I obtained pursuant to this Agreement. This security review is intended to allow Port of Tacoma to ensure that SSI is not disclosed.
- 6. If I become aware or have reason to believe that any SSI may have been released to any unauthorized person, I will immediately notify the Port of Tacoma SSI administrator.
- 7. I understand that the unauthorized disclosure of SSI could compromise the safety and security of persons in transportation. In addition, I understand that I will not electronically mail SSI unless the document is password protected.
- 8. If I violate the terms or conditions of this Agreement, such violation may result in the cancellation of my conditional access to SSI. This may serve as a basis for denying me conditional access to other United States Government information, both classified and sensitive, in the future. If I violate the terms or conditions of this Agreement, the United States may institute a civil penalty against me pursuant to 49 U.S.C. 46301 and 49 CFR Part 1520 or take other enforcement or corrective action.
- 9. Unless and until I am provided a written release by the Port of Tacoma from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall apply both during my period of conditional access and at all times thereafter.
- 10. Each provision of this Agreement is severable. If any administrative or judicial tribunal should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.
- 11. I understand that the Port of Tacoma through the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of information in breach of this Agreement, imposition of civil penalties, and any other enforcement or corrective action.
- 12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges Request for Proposals 069978
  SECURITY FORCE CASE MANAGEMENT AND REPORTING SYSTEM for Proposals

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Date	_/_	_/
Initial		



or protections that it may assert in any administrative or judicial proceeding to protect any SSI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order

12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (Governing disclosures that could expose confidential Government agents), and other statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and supersede this Agreement to the extent of any conflict.

- 14. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.
- 15. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Type/Printed Name & Title:	Company Name:	Telephone Number & Email
Signature:	Date	): :

**WITNESS:** Witness must be Credible. Individual must witness signature and be an employee of the same company/agency or affiliation.

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Type/Printed Name & Title:	Company Name:	Telephone Number & Email			
Signature:	Date	): 			
To be completed by Port of Tacoma:					
Project or Reason for access		Project Number:			
PM/Sponsor Date:					
SSI Administrator Initials:					

#### **ATTACHMENT C**

#### **SOLUTION REQUIREMENTS**

Requirement	Met	Not Met	Description of How Requirement is Met, including Restrictions and Exceptions
Technical Requirements			
Solution is Cloud-based, Software-as-a-Service (SaaS), or otherwise hosted off-premise.			
Vendor maintains documented operational best practices for the datacenters, including:  • Disaster Recovery			
■ Security			
o Physical			
o Software (anti-virus, malware protection)			
<ul><li>Cybersecurity</li></ul>			
■ Incident Reporting			
<ul> <li>Incident resolution</li> </ul>			
<ul> <li>Incident management</li> </ul>			
<ul> <li>Data center reporting</li> </ul>			
■ System Monitoring			
<ul> <li>Performance Management</li> </ul>			
<ul> <li>Software Configuration Management</li> </ul>			
■ Change Management			
■ Disk Storage Management			
■ Capacity Management			
<ul><li>Backup / Restore Management</li></ul>			

0 1		1	
•	provisioned in a high availability		
environment			
Software is fully web browser based with no client			
•	ements, including active x controls and		
Java runtime			
•	ides a Service Level Agreement that		
	99.9% uptime, 24X7 telephone and		
email suppoi	rt services, and 2 hour response times.		
	ll Taking/Blotter (Dispatch) Feature		
	ture/track store the following (see attached		
Blotter templa	ate):		
-Call c	odes		
-Secur	e Report Writing		
	*password protected to get in to blotter		
	*Protected Blotter (once written & saved-		
no	changes)		
	*Includes Approval Workflow		
-All Te	nant Information loaded in tool(or		
accessible	from tool		
	*Data to include: Tenant lease info		
	*GIS footprint		
	*GIS visual (Brings up the Port's GIS		
viewer)	, 5		
	*Quick Response checklist to be		
populated by	call for Service ID		
	*Auto time & date stamp		
	*Action taken		
	*Narrative		
- Infor	mation entered by dispatcher in blotter		
	ansferrable to the officer responding to the		
incide			
IIIcia			

-data must also be transferable to an incident	
report avoiding need to retype blotter information	
Tool has Daily Log Feature	
Ability to capture/track store the following:	
-Gate logs	
-Merge with Control Center logs	
-Post	
-Date & Time	
-Activity	
-Location	
-Type of call	
-Officer's name	
-Narrative	
Tool captures Visitor Registration/Tracking	
Ability to capture/track store the following:	
-Records visitor's vehicle info	
-Name	
-Address	
-Driver's License or TWIC #	
-Destination within Port	
-Time	
-Date	
Tool captures Parking Registration	
Ability to capture/track store the following:	
-Make of vehicle	
-Model	
-Color	
-Plate #	
-State	
-Parking Permit #	

-Port Department of employee	
Link to IVIPS web page for vehicle and vessel registration	
Tool Contures Training tracking officer training	
Tool Captures Training- tracking officer training	
Ability to capture/track store the following:	
-Who attended	
-Course Name	
-Type of training	
-Certifications awarded	
-Certification Expiration Date	
-Offered by whom (outside firm or Port	
department)	
-Internal or external Training	
-Instructor Name	
-Course ID#	
-Start Date	
-End Date	
-Costs	
-Mandatory training? (yes or no)	
-Drills & Exercise template- needs to pull	
information from live incident report or from a built	
in template (see attached form)	
Equipment tracking	
Identify Officer who checks out specific equipment	
ID make of weapon (or other piece of equipment)	
Caliber of weapon (or other identifying info)	
Serial number	
Expiration dates (where applicable)	

Online Reporting/Mobile Reporting		
Capabilities for tenants and remote Operations to		
complete an "online" report		
connection to service requests (Maximo) where		
, , ,		
incidents are involved (e.g. moving fence lines or		
property boundaries)		
Report Writing/Sharing		
Ability to share internally and across departments,		
property damage reports, incident reports, etc.		
FORMS & REPORTS:		
Provides a forms component for when a form either		
drives or is an integral part of the process.		
BOLO		
*See sample form (BOLO SAMUAL SADDIQ 091012) - can		
it be replicated?		
Field Information Report		
*See sample form (Scanned blank postcard) - can it be		
replicated?		
Entry Control Point (ECP) Report		
*See sample form (Blair Terminal Daily Time Report) -		
can it be replicated?		
DOS (Declaration of Services)		
*See sample form (DOS Port of Tacoma Form) - can it be		
replicated?		
QRC (Quick Reaction Checklist)		
*See sample form (Hostage and/or Barricaded		
Suspect) - can it be replicated?		
Alarm Log		
*See sample form (Alarm Template) - can it be		
replicated?		
Ability to create & store a MOL Memo		

*See sample form (DRILL MOLMARCH2014) - can it be		
replicated?		
Ability to input historical data		
Ability to transfer historical documents & data from		
misc. file types to tool (without re-keying)		
Auditing		
Full audit tracking to documentation/forms reports		
Changes, updates, etc. to records		
Document(records) Search, Retrieval, retention and		
Display		
Has the option to utilize Microsoft SharePoint 2013 as		
the centralized electronic document repository for		
record/document management.		
Records, form & reports Searchable by/from within		
SharePoint		
All records must be electronically discoverable by		
SharePoint eDiscovery		
All documents & records must meet the retention		
policies of the Port or the retention laws set by RCWs		
(per the Washington State Archives). Must be set by		
document/record type.		
Document Management		
Ability to store standard operation procedures		
Searchable "Library" of documents, how to's, etc.		-
Workflow		
Provides Workflow reporting capabilities, including		
reports to provide visibility into status of Documents in		
Workflow and Approval Paths.		

NA/outflows comparts of the followed fined		
Workflows can automatically follow defined		
authorization/approval limit schedules and supervisory		
structures.		
Workflows can automatically escalate based on time		
limit parameters.		
Workflows can detect exceptions and automatically		
follow exception handling paths.		
Provides digital signature functionality for workflow		
approvals		
Miscellaneous		
Electronic signature capable for approval of records		
Digital Signature authentication for "wet signature" level		
needs		
Eliminate use of external spread sheets		
All required forms and reports are within the tool		
Mobile device accessibility		
Ability to review & electronically redact (pdf format)		
(Must meet RCWs). Must have limited/secure		
accessibility to redact- not open to all users (only legal		
counsel has the right).		
Capture tenant info for reports (from Maximo or other		
Real Estate "Systems")		
Ability to track losses due to damage or theft		
Ability to add video or digital photos to reports/forms		
Meet all State records retention policies		
Distribution of things like Terminal Berthing Reports		
(automatically based on time)		
Capture and track value of stolen/taken property and		
damages to real property		
<u> </u>	<u> </u>	

Link to and from a Maximo Work Order as they relate to		
a Service Request that is as a result of damage or loss		
due to an incident documented from a patrol report.		
Additional Items		
Connectivity or integration to ESRI ArcGIS (access to		
information)		
Tool has a mapping component than can consume		
ArcGIS data		

#### **ATTACHMENT D**

#### **HOURLY RATES**

## Consultant SECURITY FORCE CASE MANAGEMENT AND REPORTING SYSTEM RFP No. 069978

#### <u>Personnel</u> <u>Hourly Rates</u>

Sr. Consultant 1	\$
Sr. Consultant 2	\$
Consultant 1	\$
Consultant 2	\$
Title	\$

#### <u>Itemized Software Components</u> Rates

\$
\$
\$
\$

#### ATTACHMENT E

#### 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 three years from the date this RFP was issued.

References not received prior to the RFP Closing Date and time will receive a score of "0" for that reference. References outside the alloted timeframe (shown 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 <u>must</u> complete the following information on page 2 of the "Reference's Response To" document <u>before</u> 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 receipt of all questionnaires. Proposers may e-mail the Procurement Representative prior to the RFP closing date to verify receipt of references.

Request for Proposals 069978 SECURITY FORCE CASE MANAGEMENT AND REPORTING SYSTEM

#### REFERENCE QUESTIONNAIRE REFERENCE'S RESPONSE TO:

**RFP Number: 069978** 

RFP Title: Security Force Case Management and Reporting System

REFERENCE	NAME	(Company/Organization):						
PROPOSER NAME (Company/Organization): has submitted a proposal to the Port of Tacoma, provide the following services in support of Security Force Case Management and Reporting System. We've chosen you as one of our references.								
INSTRUCTIONS								
1. Complete Section I. RATING	using the Rating Scale	provided.						
Complete Section II. GENER not be scored.)	AL INFORMATION (Th	nis section is for information only and will						
3. Complete <b>Section III. ACKNO</b> (Reference documents must i		anually signing and dating the document. ure.)						
4. E-mail <b>THIS PAGE</b> and your o	completed reference do	cument, <b>SECTIONS I through III</b> to:						
E-mail: procurement@	portoftacoma.com							
	nce documents received	than Friday, November 21, 2014 at 4:00 d after this time will not be considered. will not be accepted.						
6. DO <u>NOT</u> return this document	t to the Proposer.							
7. In addition to this document, t if necessary.	he Port may contact ref	erences by phone for further clarification						

Request for Proposals 069978 SECURITY FORCE CASE MANAGEMENT AND REPORTING SYSTEM

#### **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	overa	ll quality	of the f	firm's s	ervices:						
	10	9	8	7	6	5	4	3	2	1	0	
2.	Rate the	respo	nse time	of this	firm:							
	10	9	8	7	6	5	4	3	2	1	0	
3.	Rate how consister of the firm	ntly me										
	10	9	8	7	6	5	4	3	2	1	0	
4.	Rate the issues ar				vice and	l timelin	ess in r	espond	ing to c	ustome	r service	inquiries
	10	9	8	7	6	5	4	3	2	1	0	
5.	Rate the contracte		rledge o	f the fi	rm's as	signed	staff aı	nd their	ability	to acco	omplish (	duties as
	10	9	8	7	6	5	4	3	2	1	0	

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Date\_\_\_/\_\_/\_ Initial\_\_\_ Page 31 of 32

6.	Rate the accuracy and timeliness of the firm's response to issues submitted in accordance with the Service Level Agreement:										ıccordance	
	10	9	8	7	6	5	4	3	2	1	0	
7.	Rate the provided:		ability	to quick	dy and	thorou	ghly re	solve a	proble	m relate	ed to th	ne services
	10	9	8	7	6	5	4	3	2	1	0	
8.	Rate the		s flexib	ility in	adjusti	ng to	your b	usiness	requir	ements	and u	unforeseen
	10	9	8	7	6	5	4	3	2	1	0	
9.	Rate the future:	likelih	ood of	your co	mpany	/organi	zation r	ecomm	ending	this firr	n to oth	ners in the
	10	9	8	7	6	5	4	3	2	1	0	
Se	ction II. G	ENER	AL INF	ORMAT	ΓΙΟΝ							
1.	Please in	clude	a brief c	lescripti	on of th	ne serv	ices pro	ovided b	by this f	irm for y	our bus	siness:
_												
2.	During w		•		-				-			
	Month:		Yea	ar:		to	Mon	nth:		Year:_		
Se	ction III. A	CKNO	OWLED	GEMEN	NT							
	ffirm to the	e best	of my	knowled	dge tha	at the in	ıformati	on I ha	ve prov	ided is	true, c	orrect, and
Sig	nature of	Refere	ence				Date	<del></del>				
Pri	nt Name						Title	)				
Ph	one Numb	er					Ema	ail Addre	ess			
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