



PORT OF TACOMA
REQUEST FOR PROPOSALS (RFP)
No. 070076

INFORMATION TECHNOLOGY (IT)
CYBERSECURITY ASSESSMENT AND PLAN

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

RFP INFORMATION	
Contact:	Michael Keim, CPPB Senior Contract Administrator
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Submittal Date	MONDAY, FEBRUARY 23, 2015 @ 4:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'IT CYBERSECURITY ASSESSMENT AND PLAN' IN THE
SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #070076
IT Cybersecurity Assessment and Plan

The Port is soliciting proposals from firms for the provision of a comprehensive IT cybersecurity vulnerability assessment.

A. BACKGROUND

The federal government, starting with Presidential Executive Order - Improving Critical Infrastructure Cybersecurity, is taking steps to enhance cybersecurity in U.S. port facilities. These initiatives will greatly enhance the security and resiliency of this vitally important sector. Cybersecurity has been identified as a top priority for the Coast Guard, which has responsibility for maritime Homeland Security.

This RFP establishes the terms, conditions, assurances and certifications under which the Port of Tacoma is seeking services under Department of Homeland Security, Port Security Grant Program 2014 Federal Award Number EMW-2014-PU-00255-S01. 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).

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 also maintains enterprise class information technology infrastructure. The Port has an in-house Information Technology department and in-house technical, functional, and business process staff.

The Port of Tacoma intends to undertake a Cybersecurity Assessment that will identify vulnerabilities in its information technology infrastructure, systems, policies and practices, and develop a prioritized set of actions to mitigate the risks identified. The Vulnerability Assessment will utilize industry best practice methodologies to ensure a standardized risk mitigation approach that will offer the highest risk reduction potential.

The Port anticipates awarding a single contract to the selected vendor. The period of performance will be from the date of execution of a contract through August 31, 2016. All work must be completed by this date and final invoice must be submitted by 9/19/2016. The estimated cost to perform the work is \$100,000.00. The contract will include a Nondisclosure Agreement (Exhibit C of Attachment B) and a Non-Disclosure Agreement for Conditional Access to Sensitive Security Information (Exhibit D of Attachment B). Exhibit C must be signed by the same individual signing the contract for the selected firm.

Exhibit D must be signed by each individual working in support of the contract resulting from this proposal.

The Port's Contract Terms and Conditions are included as Attachment B to this RFP. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by the Port's Contract 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. Conditioned proposals will be considered nonresponsive and will not be evaluated.

B. SCOPE OF SERVICES:

The Port will select a qualified consultant on a best value basis using a point-method of award, to undertake a comprehensive IT Cybersecurity Vulnerability Assessment, thoroughly reviewing the current state of the Port's information technology security, develop a vulnerability mitigation plan, and prioritized road map of activities to enhance the Port's future Cybersecurity position.

The consultant's approach will utilize industry best practice methodologies to ensure a standardized risk mitigation approach that will offer the highest risk reduction potential. The approach will complement the 'Framework for Improving Critical Infrastructure Cybersecurity' (developed by the National Institute for Standards and Technology (NIST) in response to Presidential Executive Order 13636 (<http://www.nist.gov/cyberframework/upload/cybersecurity-framework-021214.pdf>). Additionally, the approach shall consider the OpSec (Operations Security) Five Step Process (<http://www.opsecprofessionals.org/process.html>) as it pertains to Cybersecurity.

The assessment is to include, but not be limited to:

- a) Test for susceptibility to Advanced Persistent Threats (APTs) such as viruses, malware, Trojan horses, botnets and other targeted attack exploits. Evaluate the Port of Tacoma's current threat posture including antivirus and Intrusion Detection and Prevention (IDP) capabilities.
- b) Review wireless network system components for security vulnerabilities, validating system-specific configurations and known exploits.
- c) Validate system-specific configurations and review for known exploits. This includes firewalls, switches and routers, Microsoft Active Directory, email and file servers, web servers, wireless routers, VPN, VoIP and CCTV systems.
- d) Assess VoIP network system components for security vulnerabilities, validating system-specific configurations and reviewing for known exploits.
- e) Review existing IT policies and procedures and make recommendations for changes and/or additional policy and procedure development.

The overall engagement will be managed by the vendor, with a defined scope, schedule and budget. Project activities will be appropriately managed, and 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 and products recommended by the selected responder cannot be provided by the responder in subsequent procurement actions.

C. DELIVERABLES:

Deliverables will include:

Project Management Deliverables: Work Breakdown Schedule (WBS) including tasks, schedule and dependencies; Weekly Status Reports including risks and progress reports.

Report: A written report documenting: an executive summary detailing the Port's Cybersecurity position, including a comparative scorecard of findings; the results of vulnerability testing performed; identified cybersecurity vulnerabilities, gaps, and mitigation plans; a prioritized road map of activities, developed in conjunction with Port staff, to enhance the Port's future cybersecurity position.

Projected Costs: Provide an estimated range, based upon previous experience, of the total services costs to implement the proposed solution. Include a Rate Sheet 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.

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 12 numbered pages (8 ½ by 11 inch) **including** 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.....40 PTS
 - Describe, in detail, 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 services similar to those proposed; etc.
 - Describe, in detail, the experience and qualifications of the Consultants proposed to work on this project, including relevant certifications, length of time working in a cybersecurity field, areas of specialization, experience with the Port's preferred methodologies, etc.
2. Proposed Approach.....40 PTS
 - Describe in detail the approach proposed to undertake the project, including proposed best practice methodologies, scorecard measurement methodologies, proposed areas of focus, proposed tools, etc.
 - Provide detailed descriptions of three recently completed projects similar in scope to the Port's project, including a definition of the projects' goals, scope, deliverables, cost and success.
3. Work Approach.....20 PTS
 - 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. Describe any factors that that you believe may constrain your firms ability to undertake the scope of work described.
 - Innovative Ideas: Include a summary of innovative ideas and suggestions for enhancing the scope of services
 - 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.

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

 - Work Location: Describe the consultants considerations for onsite or remote access performance of project tasks.
4. Compensation.....20 PTS

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

- Include on the Rate Sheet (Attachment C) the labor category and hourly rate of each member of the proposed team, or of each specific project role.

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 a **minimum of 3 references** submitted using Attachment D. 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.....100 PTS

If an award is not made based on the written evaluations alone, interviews will be conducted with the three top-ranked 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. Travel costs will not be reimbursed for the interview. Interviews may be conducted via video conferencing at the Port's discretion.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – TERMS AND CONDITIONS

ATTACHMENT C – RATE SHEET

ATTACHMENT D – REFERENCE QUESTIONNAIRE

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	JANUARY 23, 2015
Last Day To Submit Questions	FEBRUARY 6, 2015
Proposal packets due	MONDAY, FEBRUARY 23 , 2015 @ 4:00 PM (PST)
Short List Consultants*	MARCH 6, 2015
Interviews (if required)*	MARCH 16 - 20, 2015
Final Selection*	MARCH 24, 2015
Execute Contract*	APRIL 3, 2015

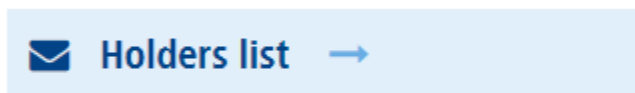
*Dates are tentative.

All status updates on the above solicitation timeline will be announced on the Port's [website for this solicitation](#).

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'; 'Procurements'.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holder's List.



By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, 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 shall be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department, procurement@portoftacoma.com ("070076 Information Technology Cybersecurity Assessment and Plan" 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.

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 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:

procurement@portoftacoma.com.

Name of Firm, IT Cybersecurity Assessment and Plan (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**. 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.

Procedure When Only One Proposal is received

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the Port to analyze the proposal. The Port reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

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 terminal.

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 www.tsa.gov/twic.

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.

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.

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EXHIBIT A - Lobbying Certificate

EXHIBIT B - Certification Regarding Debarment, Suspension, Proposed Debarment And Other Responsibility Matters

EXHIBIT C – Non-Disclosure Agreement

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

1. Representatives

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

2. 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.

3. 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.

4. 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.

5. 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.

The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

6. 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.

7. 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 plans, specifications 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 documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

8. 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.

9. Deliverables

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product

electronically in a PDF format or other format specified by the Port. Deliverable drawings shall be prepared in accordance with the Port's "Consultant Drawing Submittal Procedure" and "Technical Specification Development Procedure". The Port may offset from the Consultant's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

10. 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.

11. Payment Schedule

Consultant 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, individual's names and titles, hours, and 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.

12. Costs and Disbursements

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

13. Insurance - Assumption of Risk

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

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.

With respect to professional liability claims only, and not commercial general liability claims, 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.

Consultant shall submit to the Port of Tacoma, prior to the commencement of services, certificates of insurance evidencing:

Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and Professional Liability not less than \$1,000,000 per claim and in the aggregate. Coverage shall remain in effect for the term of this Agreement plus three years.

All policies shall be issued by a company having an A. M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

14. Standard of Care

Consultant shall perform its work to conform to generally accepted

professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

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

15. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. At the end of each month the Consultant shall submit a copy of the current schedule and a written narrative description of the work accomplished, identifying scheduled milestones and the status thereof. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

16. 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.

17. 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.

18. 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 attorneys fees.

19. 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.

20. Federal Requirements

Services provided under this scope of work are funded by the Transportation Security Administration and are subject to the following provisions. By submitting a proposal Consultants shall agree to comply with these provisions and shall include the cost of compliance in the cost proposal. The Port and the Consultant agree that such federal laws, regulations and other requirements supersede any conflicting provisions of this Agreement. Consultant shall at all times comply with all applicable regulations, policies, procedures and directives. Consultant's failure to so comply shall constitute a material breach of this Agreement.

21. Written Approval of Federal Government

The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Consultant or any other party pertaining to any matter resulting from this Agreement. The

Consultant agrees to include the above clause in each subcontract.

22. Sole Source Methods

The Consultant shall not, in the performance of the work under this Agreement, produce a design or specification which would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the Consultant knows to be available only from a sole source, unless the Consultant has provided a written justification the use of a sole source in writing and the Port concurs.

23. Open and Fair Participation

The Consultant shall not, in the performance of the work under this Agreement, produce a design or specification which would be restrictive or written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment. When one or more brand names or trade names of comparable quality or utility are listed, they must be followed by the words "or approved equal." With regard to materials, if a single material is specified, the Consultant must substantiate in writing, and to the Port's satisfaction, the basis for the selection of the material.

24. Open and Fair Opportunities

During the term of this Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in Port contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

The selected Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Consultant further agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to the following:

Nondiscrimination in Federal Programs.

The selected Consultant agrees to comply with the provision of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

Nondiscrimination -- Title VI of the Civil Rights Act.

The selected Consultant agrees to comply with, and assure compliance by each subconsultant under this Agreement, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements.

Equal Employment Opportunity.

The selected Consultant agrees to comply with, and assures the compliance of each subconsultant under this Agreement with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements.

Equal Employment Opportunities for Construction Activities.

With respect to construction activities, the selected Consultant agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e), and any Federal statutes, executive orders, regulations, and Federal policies pertaining to construction undertaken as part of the Project.

Nondiscrimination on the Basis of Sex.

To the extent applicable, the selected Consultant agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex, and any Federal requirements that may be promulgated.

Nondiscrimination on the Basis of Age.

The selected Consultant agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibits discrimination on the basis of age.

Nondiscrimination on the Basis of Disability.

The Consultant agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of

handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part

1630; and U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

25. Conflicts of Interest Contingent Fees

The Consultant warrants and covenants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty the Port shall have the right to terminate this Agreement and/or in its discretion to deduct from the Consultant's compensation or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Gratuities

The Consultant warrants and covenants that no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Consultant or any of its agents, employees or representatives to any official member or employee of the Port in an attempt to secure a contract or favorable treatment in awarding, amending or making any determination related to the performance of this Agreement.

Conflict of Interest

The Consultant warrants and covenants it has no direct or

indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the performance of the work and services required to be performed under this Agreement and that it shall not employ any person or agent having any such interest. In event that the Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, the Consultant shall immediately disclose such interest to the Port and take action immediately to eliminate the conflict or to withdraw from the Agreement as the Port may require.

Breach of Covenants

If the Port has reason to believe that the covenants set forth in subparagraphs A., B, or C of this section have been breached, it shall so notify the Consultant in writing. The Consultant shall respond to said notice within ten days of receipt with a detailed written explanation or answer to any facts, allegations or questions contained or referenced in said notice. The Consultant may request a hearing on the matter by the Port which shall be conducted by the Executive Director or designee. The decision of the Executive Director shall be a prerequisite to appeal thereof to the Superior Court of Pierce County, state of Washington. If, after consideration of the Consultant's response and any hearing, the Executive Director determines that the covenants

have been breached, the Executive Director shall have the discretion to exercise those remedies provided by any applicable federal or state laws or regulations or by this Agreement in the event of said breach and/or prohibited conflicts of interest.

26. Program Fraud and False or Fraudulent Statements or Related Acts.

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the DOT assisted project for which this work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or

certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each of its subconsulting contracts.

27. Lobbying Certification And Disclosure

The Consultant shall execute and return to the Port the certification required by 49 CFR part 20, "New Restrictions on Lobbying." found in Exhibit A and shall require its sub-consultants and subcontractors (if any) to also execute the certificate. Such disclosures are forwarded from tier to tier up to the Port. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or

award covered by 31 U.S.C. Section 1352.

28. Consultant's Certification Regarding Debarment, Suspension And Other Responsibility Matters

The Consultant agrees to comply, and assures the compliance by each of its sub-consultants and subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29. The Consultant shall submit its certificate on the form found in Exhibit B.

This certification is a material representation of fact. If at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the Port. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Port may terminate the Agreement for cause of default, in addition to other remedies available including federal suspension and/or debarment.

29. Subconsultant's Certification Regarding Debarment, Suspension Or Ineligibility

The Consultant shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended or has been declared ineligible by the

federal government from obtaining federal assistance funds. The Consultant's knowledge and information regarding any sub-consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

The Consultant shall include in each subcontract, regardless of tier, a clause requiring each lower tiered sub-consultant to provide the certification set forth in Exhibit B. Each subcontract, regardless of tier, shall contain a provision that the sub-consultant shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds. The Consultant shall require each sub-consultant, regardless of tier, to immediately provide written notice to the Consultant if at any time the sub-consultant learns that its, or a lower tier, certification was erroneous when submitted or has become erroneous by reason of changed circumstances, which the Consultant shall immediately forward on to the Port. The Consultant may rely upon the certifications of the sub-consultant unless it knows that the certification is erroneous.

30. Audit.

The Comptroller General and the Inspector General of the Department of Transportation shall have direct access to sufficient records and information of the Recipient, as they determine to ensure accountability for Federal Funds. Audits will be

conducted in accordance with OMB Circular A-133.

31. Small Business And Small Disadvantaged Business Opportunities.

It is a national policy to place a fair share of purchases with small, minority, and woman-owned business firms. The funding agency and Port are strongly committed to the objectives of this policy and encourage all Recipients of its grants to take affirmative steps to ensure such fairness. In particular, Recipients should:

Place small, minority, and woman-owned business firms on bidders mailing lists;

- o Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services;
- o
- o Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms;
- o Use the assistance of the Small Business Administration and the Office of Small and Disadvantaged Business Utilization, Department of Transportation, and similar state and local offices, where they exist.
- o

32. Metric Conversion

All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Port may use non-metric measurements to the

extent the Port has supporting documentation that the use of metric measurements is im

practicable or is likely to cause significant inefficiencies or loss of markets to the Port, such as when foreign competitors are producing competing products in non-metric units.

EXHIBIT A - LOBBYING CERTIFICATE

The undersigned certifies to the best of its knowledge or belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions, [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant certifies or affirms that truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

(Type or Print Company Name)

By: _____

(Signature)

(Title)

Print Name:

NOTE: CONSULTANTS ARE REQUIRED,
PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN
SUBCONTRACTS OVER \$100,000, AND TO OBTAIN THIS CERTIFICATE FROM
EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS
CONTRACT.

END OF FORM

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i)The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; Are ☐ are not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(B) Are ☐ not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1)(i)(B) of this provision.

(ii)The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by a Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager, head of subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Port if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Port may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Port may terminate the contract resulting from this solicitation for default.

I certify under penalty of perjury that the above statements are true.

Name

Date

EXHIBIT C
CONFIDENTIALITY, NON-DISCLOSURE AND
ACCEPTABLE USE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into, to be effective as of XXXXXX, by and between the Port of Tacoma, a municipal corporation, with its principal place of business located in Tacoma, Washington, and XXXXXX., or it's assigned representative (hereinafter the "Consultant").

1. During the Consultant's term of contract with the Port of Tacoma there may be disclosed certain trade secrets, confidential information or proprietary data consisting of but not necessarily limited to:
 - (a) Technical information: Methods, processes, formulae, compositions, systems, techniques, and computer programs which may include but may not be limited to specifications, designs, plans, process flows diagrams, functional descriptions of security systems, security drawings, security software, personal data (protected by the Privacy Act), data protection, marketing data, customer lists, vendor lists or other INFORMATION, which is proprietary to the Port of Tacoma or its affiliated clients.
 - (b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans not approved for release to the public.
 - (c) Information disclosed to the Port of Tacoma by third parties, including other governmental agencies, whether or not a confidentiality obligation may exist under contract or statute.
2. The Consultant agrees that (s)he shall not during, or at any time after contract completion or termination from the Port of Tacoma, use for others, or his/herself or disclose or divulge to others including future employees or staff members, any trade secrets, confidential information, or any other proprietary data of the Port of Tacoma or associated third parties in violation of this agreement.
3. The Consultant agrees to conform to all Port of Tacoma policies, as defined in the Port of Tacoma Administration Manual, and applicable laws that relate to Information Technology and data security.
4. The Consultant may not use any Port of Tacoma information, whether or not deemed to be confidential information, for any non-authorized commercial purpose.
5. Unless and until Consultant is 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 the period of conditional access and at all times thereafter.
6. The Port of Tacoma may provide the Consultant with computer and communications equipment for the purpose of conducting their assigned duties and responsibilities. The use of the equipment provided is subject to the following conditions:
 - (a) The equipment supplied remains the property of the Port of Tacoma.
 - (b) The Consultant must not permit the equipment supplied to become subject to any lien or other encumbrance that may prejudice the Port's title.

- (c) The Consultant must comply with any use restrictions that may be imposed by the owner or licensee of any computer equipment, software or information supplied by the Port of Tacoma to the Consultant. The Consultant will be held responsible for any third party claims for wrongful disclosure or breach of license agreements by the Consultant relating to non compliance with third party restrictions.
- (d) The equipment is supplied for approved and appropriate Port of Tacoma business use only, and should not be used for any other purpose.
- (e) Recipients of computer and communications equipment supplied by the Information Technology department should ensure the security and safety of the equipment at all times. Equipment should be returned to the Information Technology department in the condition it was supplied.
- (f) While using Port of Tacoma supplied computer and communications equipment the Consultant should have no expectation of privacy. Computer and communications equipment, electronic transmissions, including emails and Internet usage, may be monitored by authorized Information Technology personnel or automated monitoring mechanisms.
- (g) Consultants should not install software applications of any type, consisting but not necessarily limited to freeware, shareware or licensed software, on supplied computer equipment without the permission of the Information Technology department. Users may not copy, reproduce or install any Port of Tacoma owned or licensed software applications on computers not belonging to the Port of Tacoma without the permission of the Information Technology department.

7. That upon termination or contract completion with the Port of Tacoma:

- (a) The Consultant shall return to the Port of Tacoma all documents and property of the Port of Tacoma, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, computers, cell phones and all other materials and all copies thereof relating in any way to the Port of Tacoma's business, or in any way obtained by Consultant during the Consultant's tenure. The Consultant further agrees that (s)he shall not retain copies, notes or abstracts of the foregoing.
- (b) The Port of Tacoma may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
- (c) This agreement shall be binding upon the Consultant and his/her personal representatives and successors in interest, and shall inure to the benefit of the Port of Tacoma, its successors and assigns.

Executed on the dates set forth below by the undersigned authorized representative of The Port of Tacoma and Consultant to be effective as of the Effective Date.

Port of Tacoma

Consultant

Signed _____ Date _____

Signed _____ Date _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

City/State _____

City/State _____

EXHIBIT D
Contractor/Consultant Non-Disclosure Agreement for
Conditional Access to Sensitive Security Information

I, _____, hereby consent to the terms and conditions of this Non-Disclosure Agreement (hereafter, Agreement) in consideration of my being granted conditional access to certain United States Government documents or other material containing sensitive security information ("SSI").

I understand and agree to the following terms and conditions:

1. By being granted conditional access to SSI, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws.

2. As used in this Agreement, SSI is that information defined in 49 CFR Part 1520 (see attached) but also includes any information not specifically mentioned in Part 1520, but marked as "sensitive security information" or "SSI."

3. Based on the Port of Tacoma (hereafter, Port of Tacoma) determination that I have a security-related need to know, I am being granted conditional access to SSI contingent upon my execution of this Agreement for the sole purpose of having access to the Port of Tacoma SSI. Examples of SSI include, but are not limited to:

- a) Port Security Manual
- b) Security Baggage Screening
- c) Technical Specifications for Explosive Detection Devices
- d) Technical Specifications of Security Communication Equipment
- e) Reports of Vulnerability to Security
- f) Technical Specifications or Drawings Security System
- g) Performance of Test data of Security System
- h) Passwords or codes of Security System to include alarms
- i) Restricted Area Key Control Procedures
- j) IP Address of Security Cameras
- k) Internal Security Response Procedure

This approval will permit me to have conditional access to certain SSI, to perform my job or assigned tasks. This Agreement will not allow me to have access to 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges 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.

12. 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 supercede this Agreement to the extent of any conflict.

13. 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.

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

Date: _____

Name _____

Title _____

Phone Number _____

Email Address _____

Company Name _____

Primary Industry/Mode _____

DOT/ICC/VIN Number if applicable _____

Text Message Email Address including provider _____

Signature _____

Contractor Security Administrator Signature _____

Picture Identification Verified by Port of Tacoma Employee ☐ Yes ☐ No

Verifiers Signature

ATTACHMENT C – RATE SHEET

Hourly Rates

Resource Type	Fully Burdened Hourly Rate*

*Fully Burdened Hourly Rate is a rate that includes, but is not limited to, per diem, administrative overhead, travel, lodging and transportation.

Additional resource types are not authorized without prior written approval from the Port's Project Manager.

ATTACHMENT D – REFERENCE QUESTIONNAIRE

REFERENCES QUESTIONNAIRE

INSTRUCTIONS TO THE PROPOSER:

Proposers must submit 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 (3) 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 three (3) years 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 receipt of all questionnaires. Proposers may e-mail the Procurement Representative prior to the RFP closing date to verify receipt of references.

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP Number: 070076
RFP Title: Cybersecurity Assessment and Plan

REFERENCE	NAME	(Company/Organization):

PROPOSER NAME (Company/Organization): _____ has submitted a proposal to the Port of Tacoma, provide the following services: Cybersecurity Assessment and Plan. 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. ACKNOWLEDGEMENT** 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:

E-mail: procurement@portoftacoma.com
5. This completed document **MUST** be received no later than Monday, February 23, 2015 at 4:00 p.m. (Pacific Time). 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 how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the firm):*

10 9 8 7 6 5 4 3 2 1 0

4. 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

5. 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

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

10 9 8 7 6 5 4 3 2 1 0

7. 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

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

10 9 8 7 6 5 4 3 2 1 0

9. 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