NORTHWEST SEAPORT ALLIANCE /
PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 83640

Business Intelligence Solution

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

RFP INFORMATION	
Issue Date:	10/10/18
Contact:	Sharon Rothwell
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 592-6758
Deadline for Questions	**10/24/18 @ 2:00 PM (PDT)**
Submittal Date	**10/31/18 @ 2:00 PM (PDT)**

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE
RFP 83640 'BUSINESS INTELLIGENCE SOLUTION' IN THE SUBJECT LINE

NORTHWEST SEAPORT ALLIANCE / PORT OF TACOMA
Request for Proposals (RFP) #83640
Business Intelligence Solution

A. BACKGROUND

The NWSA is an operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fourth-largest container gateway in North America. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles, and trucks.

The NWSA is governed by the two ports as equal Managing Members, with each Managing Member consisting of the five commissioners in each port. Each port's commissioners are elected at large by the citizens of their respective counties. To learn more about the NWSA visit www.nwseaportalliance.com.

The NWSA and Port of Tacoma (Port) have information stored in various databases for different systems that we use for Customer Relationship Management (CRM), Asset Management, Finance, Accounting, Terminal Operating Systems, Operations, etc. Most of these systems store data in SQL databases. We also have some information stored in spreadsheets or flat files. The Port currently utilizes SQL Server Reporting Services (SSRS) to produce reports that pull data from single or multiple data sources.

The scope of this RFP focuses specifically on the need for a business intelligence (BI) tool or software as a service (SaaS) that allows NWSA/Port users to connect, explore, and report from various data sources in an easy and visual manner. We are looking to identify and procure a tool with the ability to connect to a wide variety of data types and systems, thus empowering users across the organization with the ability to leverage the tool using their existing data sets.

The solution should allow us to understand trends and gain insight to use for data-informed decision making. The ideal solution would be a Software as a Service (SaaS) solution that is easy to set up and use but is capable enough to grow with the Port as we discover new opportunities for taking advantage of Business Intelligence information. The NWSA/Port has approximately 280 users that would need to view reports, dashboards, and charts that are configured/created by ten (10) data analysts. The system would be supported by two (2) system administrators.

The NWSA/Port's Proposer Instructions are included in Attachment A. The NWSA/Port's Standard 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 NWSA/Port's Standard Terms and Conditions. Identify during the question submittal and response period, any sections of Attachment B that you consider onerous, clarify why you consider these sections onerous, propose

alternative language and describe why it is in the NWSA/Port's best interests to adopt the alternative language.

Proposals submitted with altered or conditioned Terms and Conditions or bid documents without prior written agreement from the NWSA/Port will be considered non-responsive and not considered for evaluation.

B. SCOPE OF SERVICES:

In this solicitation, the Port of Tacoma on behalf of the Northwest Seaport Alliance (NWSA) seeks to select a Business Intelligence (BI) solution.

The solution will include:

- **Software**: A software or software-as-a-service (SaaS) solution that meets the requirements defined in Attachment D
- **Services**: Product training for users, analysts, and administrators. Services for installation and configuration (if applicable). Optional consulting services for solution enhancement.
- **Support**: Technical support (break/fix and escalated) and maintenance for the proposed solution

C. DELIVERABLES:

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

For Solution

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

For Support Services

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

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 abilities to meet the requirements of this RFP. Emphasis will be on completeness of content. The written proposals should be prepared in sequential order as outlined below:

Document format:

Proposals are limited to 20 numbered pages (8 ½ by 11 inch) including the cover letter and attachments. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format will not be reviewed.

The cover letter shall include the RFP title and number as well as the name, title, email address, phone number and address of the proposing team's primary 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. Solution ....70 PTS

- Complete the requested information found in the Requirements Matrix (Attachment D) and include with the proposal.

- Describe, in detail, the solution proposed.

- Describe assumptions you have about the NWSA/Ports needs and environment that impact your proposed solution.

- Describe your recommended technical architecture including provisioning model, service type (SaaS, hosted, etc.), servers, database, network, and software. Include supported versions.

- Technical Support and Maintenance: Describe your firm's technical support services offering, including phone or website support, documentation, and escalation procedures, and service level agreements. Include hours of availability where applicable. Describe your firm's process for communicating and implementing software upgrades, patches, and other maintenance services. Include the cost of maintenance and support in the proposed costs.

- Training: Describe your method of training users and administrators of the proposed solution. Include the cost of this training in the proposed costs.

- Licensing: Describe how the solution is licensed. Is it by user, group of users, number of data sources, or other method? Is there a base license regardless of the number of users? If you offer multiple licensing models, please describe all options. If additional licenses are required for a test/pre-production environment then include the cost of these licenses in the proposed cost.

- Provide a brief roadmap summary of the enhancements/changes planned for the proposed solution over the next 3 to 5 years.

- Software License / SaaS Agreement:

    - Non-SaaS Solutions: If the proposed solution is not a Software as a Service (SaaS) solution then include your firm's software license agreement as an attachment to the proposal.

    - SaaS Solutions: If the proposed solution is a Software as a Service (SaaS) solution then complete the information requested in the Port of Tacoma/NWSA SaaS Requirements Matrix (Attachment F) and include it as an attachment to the proposal. Also include your firm's SaaS service agreement as an attachment to the proposal. If your firm does not have a SaaS service agreement then you will be expected to agree to the Port of Tacoma Software as a Service Agreement (Attachment E).

2. Compensation 30 PTS

Present detailed information on the firm's proposed recurring and non-recurring costs for the proposed solution. Include information to show 4-year cost of ownership for the following potential scenario:

- 280 view-only users (mobile and desktop)
- 10 data analysts that would be creating reports, dashboards, visualizations
- 2 system administrators that would maintain the system and integrate data sources
- 25 data sources (SQL databases) that would be integrated

Include hourly rates for additional consulting services that could be utilized.

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

All rates and costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, administrative overhead and all direct/indirect expenses.**

- 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.

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

FINAL EVALUATION PHASE

3. References
   If the Port does not award a contract from the Initial Evaluation phase, references may be requested from top-ranked proposers. Upon request, ensure completion of 3 references submitted using the Reference Form (Attachment C). The Port will evaluate the reference checks to assess the proposed firm's overall performance and success of previous, similar work. Reference checks will also be used to validate information contained in the proposal. The Port may contact submitted reference sites directly to accomplish this.

4. Interviews and demonstrations

   If the Port does not award a contract from the Initial Evaluation phase, interviews and demonstrations will be conducted with top-ranked proposers. Failure to participate in the interview/demo process will result in the proposer's disqualification from further consideration. If interviews/demos are held, they may be conducted on-site at the Port of Tacoma offices or via phone conference with web presentation if the proposer prefers. Travel costs will not be reimbursed for the interview/demo.

Attachments:

Attachment A – Instructions for Proposers
Attachment B – Personal Services Terms & Conditions
Attachment C - Reference Questionnaire
Attachment D – Requirements Matrix
Attachment E – Port of Tacoma Software as a Service Agreement
Attachment F – Port of Tacoma / NWSA SaaS Requirements Matrix

ATTACHMENT A - INSTRUCTIONS FOR PROPOSERS

VENDOR OBLIGATION

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; Procurement and then finding RFP Number (83640) and RFP Title.

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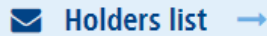
✉ Holders list →

Detailed instructions for subscribing to the Holder's List for Port of Tacoma Procurements are available here.

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

COMMUNICATION / INQUIRES

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

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

PRE-PROPOSAL CONFERENCE

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

ADDENDA

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

SUBMITTAL PROCESS

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

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

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

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

EVALUATION AND AWARD PROCESS

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

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

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

The Port reserves the right to accept or reject any information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Port may require. The Port reserves the right to reject any RFPs submitted as non-responsive or non-responsible.

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

COSTS BORNE BY PROPOSERS

All costs to prepare a RFP and participation in this RFP and negotiation process shall be borne by the proposing firms.

Interlocal Purchasing Agreements

This is for information only and is not be used to evaluate candidates. RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. The seller agrees to provide service(s) at the offer prices, terms, and conditions, to other eligible governmental agencies that have such agreements with the Port. The Port of Tacoma accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon offer to the Port.

PUBLIC DISCLOSURE

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

If a firm considers any portion of its response to be protected under the law, the firm shall clearly identify each such portion with words such as "CONFIDENTIAL", "PROPRIETARY" or "BUSINESS SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the firm of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other remedy and/or

waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the Port will release the requested portions of the response. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port because of actions taken under such procedure.

PROTEST PROCESS

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.

Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within six (6) business days of the Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.

Waiver. Failure to comply with these protest procedures will render a protest waived.

Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

The contract includes the following terms and conditions and includes the invitation to bid, request for quotations, specifications, plans, resolutions and policies of the Port of Tacoma and the laws of the State of Washington, incorporated herein by reference.

1.   Definitions: "Buyer" means Port of Tacoma. "Seller" means the party with whom Buyer is contracting and any reference to "vendor", "subcontractor", "contractor" or "supplier" shall also mean "Seller". The term "purchase order" or "order" shall mean the name or title of the instrument of contracting, including all documents, exhibits, and attachments referenced.

2.   Changes: No alteration in the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will be effective without written order of the Purchasing Manager. Unauthorized substitutions will be made entirely at Seller's risk and, at Buyer's option, may be returned without prior authorization at Seller's expense.

3.   Handling: No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated.

4.   Delivery: For any exception to the delivery date as specified on this order, Seller shall give prior notification and obtain written approval from the Buyer. Regarding delivery under this order, time is of the essence. The order may be terminated for failure to deliver as specified. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.

5.   Payments, Cash Discount, Late Payment Charges: Separate numbered invoices are required for each order. Invoice only for goods delivered. Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or when invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Unless otherwise stated, standard payment terms shall be net thirty days following month of invoice date. If Buyer fails to make timely payment, Seller may invoice for one percent per month on the amount overdue, or a minimum of one dollar. Payment shall not be considered late if a check or warrant is available or mailed within the time specified, or if no terms are specified. Payments will normally be remitted by mail. Buyer will not honor drafts, nor accept goods on a sight draft basis.

6.   Shipping Instructions: Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipping addresses specify room numbers, Seller shall make such delivery thereto without additional charge. When shipment is specified FOB

origin, Seller agrees to prepay all shipping charges, route as instructed and, if instructions are not provided, route by most economical common carrier and to bill Buyer as a separate item on the invoice for the charges. If shipping charges are expected to exceed $100.00, Buyer shall determine whether shipping shall be prepaid by Seller or billed directly to Buyer. Seller's invoice for shipping charges shall include a copy of the freight bill showing that payment for shipping charges has been made. It is agreed that Buyer reserves the right to refuse COD shipments.

7.   Rejection: All goods or materials purchased herein are subject to approval by the Buyer. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Buyer or returned, will be at Seller's risk and expense.

8.   Identification: All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order and shall specify contents therein.

9.   Infringements: Seller agrees to protect and save harmless the Buyer against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

10.   Nonwaiver By Acceptance Of Variation: No provision of this order, or the right to receive reasonable performance of any act called for by the Terms shall be deemed waived by a waiver by Buyer of a breach thereof as to any particular transaction or occurrence.

11.   Warranties: Seller warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.

12.   Assignments: The provisions or monies due under this contract shall only be assignable with prior written consent of the Purchasing Manager. Shipment and billings made under any name other than Seller s must indicate that shipment is being made through and is subject to all instructions, terms of this order.

13.   Taxes: Unless otherwise specified, Buyer agrees to pay all state of Washington sales or use tax. No charge by Seller shall be made for federal excise taxes and Buyer agrees to provide exemption certificates when required.

14.   Liens: Vendor warrants and represents that all the goods and materials furnished pursuant to this order are free and clear of all liens, claims or encumbrances of any kind.

15.   Risk Of Loss: Regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Seller from any obligation hereunder.

16.   Save Harmless: Seller shall protect, indemnify, and save the Buyer harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Seller, its employees, agents, or subcontractors.

Seller shall indemnify and defend Buyer from any third party loss, damage, expense or liability resulting from any third party claim that the Service, as provided by Seller, prospectively infringes any patent, copyright, trademark, service mark, trade secret or other intellectual property right ("IP Right"); provided however, that Seller's obligations under this section are contingent upon: (i) Buyer providing prompt notice of such claim to Seller in writing, (ii) Buyer providing Seller with sole control and authority over the defense and/or settlement of such claim, and (iii) Buyer cooperating with Seller (at Seller's expense) in the defense and/or settlement of such claim upon Seller's written request. The foregoing will not apply to any claim based on the combination of Service with other products, services or functionality. If a claim for which Seller may have an indemnification obligation hereunder is or may be made, Seller may, at its option and expense: (i) obtain for Buyer the right to continue to use the Service consistent with this Agreement; (ii) modify the Service so that it is non-infringing and in compliance with the Agreement; or (iii) replace the Service with an alternative, non-infringing Service with equivalent functionality. The foregoing states Seller's only obligations (and Buyer's sole and exclusive remedy) for any claims, actions, liabilities, damages or losses arising in connection with alleged or actual infringement, violation or misappropriation of an IP Right by the Services.

17.   Prices: Seller agrees that goods shall be billed at the lowest price at which it offers to sell or sells goods of the same description at or before time fixed in this order for shipment, if price is not stated on this order.

18.   Termination: if breach by Seller occurs of the provisions of this contract, the Buyer reserves the right to terminate this contract forthwith upon giving oral or written notice to Seller. Seller shall be liable for damages suffered by Buyer resulting from Seller's breach of contract.

19.   Nondiscrimination: The Seller agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or any sensory, mental or physical handicap regarding, but not limited to the employment upgrading, demotion or transfer, recruitment or recruitment

advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. Further understood and agreed that any Seller who is in violation of this clause or an applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the Port of Tacoma unless a satisfactory showing is made that discriminatory practices or noncompliance has terminated and that a recurrence of such acts is unlikely.

20. Anti-Trust: Seller and Buyer recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Buyer. Therefore, Seller hereby assigns to the Buyer any and all claims for such overcharges.

21. Default: The parties agree that in the event a suit is instituted for any default, the prevailing party shall recover its costs, expenses expended or incurred in connection therewith, and reasonable attorney's fees. The parties agree that the Superior Court of the State of Washington shall have jurisdiction over any such suit, with venue in Pierce County.

22. Brands: When a special brand is named it shall be construed solely to indicate the standard of quality, performance, or use described. Brands of equal quality, performance and use shall be considered, provided Seller specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

23. Blanket Purchase Order: This order is subject to these terms. Purchases are made as required without minimum or maximum amounts. Purchases are subject to price list provided by Vendor. Order may be terminated by the Port.

24. Acceptance: This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Seller are objected to and hereby rejected, unless otherwise provided in writing by the Purchasing Manager.

ATTACHMENT C – REFERENCES QUESTIONNAIRE

INSTRUCTIONS TO THE PROPOSER:

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

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

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

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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 submission of all questionnaires. Proposers may e-mail the Procurement to verify receipt of references.

REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP Number: 83640
RFP Title: Business Intelligence Solution

REFERENCE NAME
(Company/Organization):_____

PROPOSER NAME (Company/Organization): _____ has submitted a proposal to the Port of Tacoma, provide these services: **Business Intelligence Solution**. 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: Sharon Rothwell

    E-mail: procurement@portoftacoma.com

5. This completed document **MUST** be received no later than **DDDD at 2:00 p.m. (PST).** Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted**.

6. DO **NOT** return this document to the Proposer.

7. Besides this document, the Port may contact references by phone for further clarification if necessary.

Section I. RATING

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

Rating Scale

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

Circle ONE number for each of the following numbered items:

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

    10   9   8   7   6   5   4   3   2   1   0

2. Rate the response time of this firm:

    10   9   8   7   6   5   4   3   2   1   0

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

    10   9   8   7   6   5   4   3   2   1   0

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

    10   9   8   7   6   5   4   3   2   1   0

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

    10   9   8   7   6   5   4   3   2   1   0

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

10   9   8   7   6   5   4   3   2   1   0

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

10   9   8   7   6   5   4   3   2   1   0

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

10   9   8   7   6   5   4   3   2   1   0

Section II. GENERAL INFORMATION

1. Please briefly describe the services provided by this firm for your business:

_____

_____

_____

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

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

Section III. ACKNOWLEDGEMENT

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

_____   _____

Signature of Reference   Date

_____   _____

Print Name   Title

_____   _____

Phone Number   Email Address

ATTACHMENT D – Requirements Matrix

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

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

Proposer must enter the most appropriate Code in the 'Coded Response' column for each requirement listed. Use only the Codes listed below. Respond for each row and only list one Coded Response per row. Include additional information or further description in the 'Proposer Comment' column as indicated.

Coded Response	Description
F	**Fully provided out-of-the-box (no modification or customization required)**
M	Can be provided with modifications (describe in Proposer Comments)
C	Requires customization at Port of Tacoma's cost (explain in Proposer Comments)
A	Port of Tacoma has the option to develop this functionality via a vendor-supplied API or SDK
R	Met by use of a separate reporting tool (specify in Proposer Comments)
TP	Met using a third-party solution (specify in Proposer Comments)
NV	Next version/release of software will have this functionality (specify in Proposer Comments)
NA	Not available

Req #	Priority	Description	Coded Response	Proposer Comments
**Data Integration Requirements**			
1	Mandatory	Solution must natively allow users to connect to the following types of data sources: SQL Server and other SQL databases, flat files, CSV files, and Excel spreadsheets.		
2	High	Solution should allow users to connect to these types of data sources: web APIs, web services (soap/rest), text files.		
3	Mandatory	Solution must allow users to connect to multiple data sources simultaneously.		
4	Mandatory	Solution must allow users to blend multiple data sources as necessary (blend info from different data sets into the same analysis).		
5	Mandatory	Solution must allow real-time access to underlying data sources.		
6	Mandatory	Solution must be able to utilize geospatial data (location and attribute information).		
**Data Transformation Requirements**			
7	Mandatory	Solution must allow users to transform imported fields for data analysis (change text, number to varchar, text to date, etc.)		
8	Mandatory	Solution must provide basic ETL capabilities without requiring users to have SQL or other programming knowledge.		

9	Mandatory	Solution must provide the ability to utilize custom SQL, "R", Python, or other scripting options for more advanced users.		
Data Exploration and Analysis				
10	Mandatory	Solution must have visualization tools integrated into exploration and analysis capabilities.		
11	Mandatory	Solution must allow calculated/computed columns and fields that are not stored.		
12	Mandatory	Solution must provide the ability to execute predefined inquiries with prompted parameters.		
13	Mandatory	Solution must support basic statistical functions (mean, standard deviation, etc.).		
14	Medium	Solution should support basic financial functions (IRR, NPV, etc.).		
15	Mandatory	Solution must allow intuitive drill-down views into the data.		
16	Mandatory	Users must be able to retrieve and export small or large amounts of information to external formats such as spreadsheets and flat files.		
17	Mandatory	Solution must be able to use summary information aggregated to pre-determined levels. (for example: showing sales information by partner or safety incidents by location).		
18	High	Solution should provide financial forecasting and budgeting capabilities.		

19	Mandatory	Solution must allow performing time-based analysis of data.		
20	High	Solution should allow goals to be defined and have various factors evaluated to achieve defined goals.		
21	High	Solution should allow for regression analysis to analyze how different variables affect an outcome, and use data to predict outcomes for other data series (what-if analysis).		
22	Mandatory	Solution must allow segmentation of data based on criteria and then re-use that segmented group for further analysis.		
Data Sharing and Publishing				
23	Mandatory	Solution generates and displays dashboards with KPIs and other information based on specified organizations/groups.		
24	Mandatory	Solution must provide the ability to have queries and data extracts executed at predefined times or triggered by business events/data.		
25	Mandatory	Solution must have an easy-to-use interface that allows users to access and publish reports.		
26	Mandatory	Solution must be able to publish data to flat files, spreadsheets, and local SQL databases.		
27	Mandatory	Solution must provide security by having role-based access to data, reports, and dashboards as defined by system administrators.		

28	Mandatory	Solution must allow report export using various formats (PDF, Word, Excel, etc.)		
29	Mandatory	Solution must provide the ability to embed reports and visualizations into external web sites, SharePoint pages, etc.		
30	High	Solution should allow automated alerting, publishing and distribution based on data conditions, events and schedule.		
31	Mandatory	Solution must provide the ability to combine multiple visualization techniques on the same dashboard (online or printed report)		
32	Mandatory	Solution must provide the ability to visualize data from geographic or location-based data sets and show on maps or other geospatial diagrams.		
Other Functional Requirements				
33	Mandatory	Solution must provide the following methods to visualize data: columnar, drill-down, bar chart, pie chart, line chart.		
34	High	Solution should provide the following methods to visualize data: banded, drill-up, pivot tables		
35	Mandatory	Solution must support viewing dashboards and reports as well as performing drill-down analysis using mobile devices (iOS and Android).		
36	Mandatory	Solution should provide the ability to have templates that can be used by users for creating reports.		

37	Mandatory	Solution must allow users to import custom images for use in reports.		
38	Mandatory	Solution must give users the ability to specify color pallets, fonts, and other visual/ cosmetic attributes for reports.		
39	High	Solution should allow task automation of frequently used tasks through use of macros or small applications.		
40	High	Solution should be able to execute common tasks at predetermined times or triggered by business events/data.		
41	High	Solution should provide user authentication using Active Directory integration.		
		Non-Functional Requirements		
42	High	Solution should support a SaaS deployment model.		
43	High	Solution should support a free view-only licensing option.		

ATTACHMENT E – PORT OF TACOMA SOFTWARE AS A SERVICE AGREEMENT

(Software)

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

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

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

RECITALS

A. The Port desires to enter into this Software as a Service Agreement with Vendor to provide Hosted Software Services as described in RFP XXXXX.

B. Vendor desires and agrees to perform the Services as outlined in RFP XXXXX.

TERMS OF SERVICE

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

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

1.1. "AUP" means Vendor's Acceptable Use Policy dated_____currently posted at _____.

1.2. "<u>Acceptance</u>" means written confirmation by the Port that the Vendor's software has met the requirements stated in RFP XXXXX and in its RFP Proposal.

1.3. "<u>Anniversary Date</u>" means the date that is 365 days after the Effective Date, and each anniversary thereafter of the date that is 365 days after the Effective Date, during this Agreement's Term.

1.4. "<u>Client Data</u>" means the data that Designated Users transmit and/or enter into the database provided as part of the Vendor's system in connection with their use of the SaaS Software pursuant to this Agreement.

1.5. "<u>Deliverables</u>" means the Services and all software that Vendor is required to deliver to the Port under this Agreement.

1.6. "<u>Designated User</u>" means Port authorized personnel who have access the Vendor's SaaS Software for business purposes.

1.7. "<u>Documentation</u>" means all documents, including documents that are Deliverables described in this Agreement and includes, but is not limited to, any and all operator's or user's manuals, training materials, guides, commentary, listings, requirements traceability matrices and other materials for use in conjunction with and for the operation of services that are to be delivered by the Vendor under this Agreement.

1.8. "<u>Effective Date</u>" means the date of the last party signature on this Agreement.

1.9. "<u>Force Majeure Event</u>" means neither party shall be liable or deemed to be in default for any delay in performance occasioned by unforeseeable causes beyond the contract and without the fault or negligence of the parties, including but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantines, restrictions, strikes or labor disputes, embargoes, sabotage, cable cut not caused by Vendor, or usually severe weather; provided that in all cases of delay in performance, the Vendor shall immediately notify the Port by telephone, of such delay, and follow up such oral notice with prompt written notice detailing the cause for delay. The Vendor shall make every reasonable effort to complete performance as soon as possible. This clause does not apply to Service issues involving network outages cause by or related to a network that is not owned or controlled by the Vendor.

1.10. "<u>Party</u>" and "<u>Parties</u>" means the Port and Vendor.

1.11. "<u>SaaS Software Application</u>", "<u>SaaS Solution</u>" and "<u>SaaS Software</u>" mean the computer software listed on a SaaS subscription schedule to which Vendor has granted the Port access and use as part of the subscription. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc., related to the software that Vendor develops or deploys during the term of this Agreement, together with all documentation provided by or otherwise required of

Vendor for any of the software, customization, other derivative works, upgrade, releases, fixes, patches, etc.

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

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

1.14. "Term" is defined in Section below.

2. THE SYSTEM.

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

2.1. Use of the System. During the Term, the Port may access and use the System pursuant to the terms the Vendor's AUP.

2.2. Service Levels. Vendor shall provide the remedies listed in Exhibit B, Port of Tacoma SLA, attached hereto and incorporated herein, for any failure of the System listed in the SLA. Such remedies are Port's remedies for any failure of the System. Credits issued pursuant to the SLA apply to outstanding or future invoices and may be deducted from any final payment upon termination of this Agreement. Vendor is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.

2.3. Application Support Hours. The Vendor's application core support hours must be from 07:00 to 18:00 PST/PDT, Monday through Friday (excluding Port holidays). The Port's holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, and Christmas Day. For Severity Levels 1 and 2 (as documented in Exhibit B, Service Level Agreement), the Vendor must be available during non-core support hours.

2.4. Virus Protection. The Vendor will use the most robust up-to-date virus and malware protection software and/or technology solutions available. The Vendor agrees to prevent viruses from being loaded into the SAAS Solution and into the Port's own standard IT environment through its software. If a virus is inadvertently introduced, the Vendor will take immediate and appropriate steps to reduce the effects of the virus and will notify the Port immediately upon discovery of the virus. The Port expects the Vendor to take immediate steps to respond to the virus, and for root cause analysis to be performed at a later reasonable time, i.e., within hours after the effects of the virus are reduced. Upon completion of the analysis, the

results of the Vendor's root cause analysis will be shared with the Port, in writing.

2.5. <u>Software and Hardware Updates / Patches</u>. The Vendor is responsible for ensuring that systems, applications, database, operating systems and firewalls receive regular updates and/or patches for SaaS system high availability and protection.

2.6. <u>Data Centers / Disaster Recovery.</u> Any and all data centers utilized must be located within the continental United States. Data centers, server, storage and network infrastructure utilized must provide high levels of redundancy and availability. The Vendor will provide system restore/image, snapshots and backups on an hourly, daily, weekly and monthly schedule for recovery. In addition, the Vendor will ensure that network, server and storage infrastructure is actively monitored and managed for availability and performance which includes site security including but not limited to: on-premises security personnel, continuous video surveillance, screening of all people entering or exiting the premises, seismically braced server racks, high-tech fire suppression systems and round-the-clock monitoring of server operations.   Disaster Recovery and penetration testing exercises must be documented along with a plan to fix any deficiencies.   The outcome of these exercises must be available to the Port upon request. All client data must be stored and remain in the continental United States.

2.7. <u>Documentation</u>: The Port may reproduce and use the documentation solely as necessary to support Designated Users' use of the System.

2.8. <u>Designated System Revisions</u>. The Port recognizes the Vendor may revise System features and functions at any time. If any such revision to the System materially reduces features or functionality mutually agreed upon by the Parties, the Port may within 30 days of notice of the revision terminate this Agreement without cause. If any such revision to the SLA materially reduces service levels mutually agreed upon by the Parties, the Port may within 30 days of notice of revision terminate this Agreement without cause.

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

3.1. <u>Implementation Schedule.</u>   For purposes of a first time set-up and/or implementation for the Port, Vendor will provide a schedule for the implementation, including the milestones that must be met and hard dates by which the milestones must be met.

3.2. <u>Milestone Payments.</u> Payment for first time implementation for the Port will be tied to successful completion of milestones associated with hard dates or deadlines. A payment schedule is provided in Exhibit A, Licensed Software and Fee Schedule.

4. CYBERSECURITY AND CLIENT DATA PRIVACY.

4.1. Cybersecurity. All solution components, including code base, application, servers, web servers, databases, data at rest and in motion, and network infrastructure including firewalls, are developed, configured and maintained using industry standard cybersecurity best practices in accordance with NIST Special Publication 800-53r4 (or successor publications). For the web servers, the Vendor will use SSL certificate to secure connectivity for users. The Vendor will maintain a documented Security Plan that it will supply to the Port upon request. The Vendor will undergo Security Vulnerability Audits annually, and supply audit reports to the Port upon request. Once the Security Vulnerability Audit is completed, the Vendor will create a remediation plan and implement the plan to address any failed areas. Within five (5) business days, the Port will receive a copy of the Vendor's remediation plan. The Vendor will notify the Port immediately of any security breach of the Vendor's SaaS infrastructure or unauthorized access to the Port's data; will work immediately and without interruption to resolve the breach and the vulnerability; and will provide the Port with a copy of an incident review.

4.2. Use of Client Data. Unless it receives the Port's prior written consent, Vendor: (a) shall not access, process, or otherwise use Client Data other than as necessary to facilitate the System; and (b) shall not grant any third party access to Client Data, including without limitation Vendor's other customers. Notwithstanding the foregoing, Vendor may disclose Client Data as required by applicable law or by proper legal or governmental authority. Vendor shall give the Port prompt notice of any such legal or governmental demand and reasonably cooperate with the Port in any effort to seek a protective order or otherwise to contest such required disclosure.

4.3. Protection of Client Data Stored Within the SaaS Solution. The Port's confidential information, sensitive data and/or personally identifiable information may be stored within the SaaS Software. The Port requires that the Vendor understand that (1) the Port owns its own data, (2) the Vendor will provide protection against the release or transfer of that data, (3) the Vendor is required to notify the Port within two (2) hours of any breach and will provide the Port with the specific steps that will be taken if a security breach occurs or is suspected.

4.4. Data Encryption. Vendor shall ensure that all data transfers, i.e., data moving or data at rest, will be encrypted. For data in transit, the Vendor will ensure encryption with 256-bit encryption and Transport Layer Security (TLS) and file-level encryption will be performed via Transparent Data Encryption (TDE). In order to ensure client anonymity, the Vendor will encrypt the database names. Data at rest will have a robust encryption method in place to encrypt all Client data elements. In addition, the Vendor will encrypt all user passwords with a form-based system login and store all encrypted user passwords in a secure database.

4.5. Records Retention. Until the expiration of six years after the term of this Agreement, Vendor agrees to maintain accurate records of all work done in providing services specified by this Agreement, including the Port's client data hosted, stored, or

maintained by Vendor, and to deliver such records to the Port upon termination of this Agreement or otherwise as requested by the Port.

4.6. <u>Risk of Exposure</u>. The Port recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, the Port assumes such risks. Vendor warrants that it will make all commercially available efforts to ensure that Client Data will not be exposed or disclosed through errors or the actions of third parties. The Vendor must ensure that it has performed all commercially available efforts to protect the Port's client data in accordance with Section 2. The System, and Section 2.5 Cybersecurity.

4.7. <u>Data Accuracy</u>. Vendor shall have no responsibility or liability for the accuracy of data uploaded to the System by the Port, including without limitation Client Data and any other data uploaded by Designated Users.

4.8. <u>SSAE16 Audits</u>. During the term of this Agreement, and so long as SSAE16 remains a current and industry standard auditing standard, Vendor agrees to annually undertake an audit in accord with the American Institute of Certified Public Accountants' Statement on Standards for Attestation Engagements No. 16 or a successor standard ("SSAE16") with respect to the services offered in Exhibit A. Upon the Port's request, and no more than annually, Vendor agrees to provide a copy of its then-current SSAE16 audit report for the Port's review. Additionally, the Port requires the Vendor to perform an annual Cybersecurity Vulnerability assessment performed at the same intervals as the audit and the findings relating to Port's SaaS system will be shared with the Port.

5. THE PORT'S RESPONSIBILITIES & RESTRICTIONS.

5.1. <u>Acceptable Use</u>. The Port shall comply with the AUP identified in Section 1.1. The Port shall not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party, subject to the Port's obligations set forth in Section 11.10; or (d) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. In the event that it suspects any breach of the requirements of this Section 5.1, including without limitation by Designated Users, Vendor will immediately notify the Port of any breach for unauthorized use.

5.2. <u>Unauthorized Access</u>. The Port shall take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. The Port shall notify Vendor immediately of any known or suspected unauthorized use of the System or breach of its security and shall use best efforts to stop said breach.

5.3. <u>Designated Users & System Access</u>. The Port is responsible and liable for: (a) Designated Users' use of the System, including without limitation unauthorized Designated User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to the Port; and (b) any use of the System through Port's account, whether authorized or unauthorized, except to the extent said use is performed by persons or entities not employed by or affiliated with the Port.

6. INTELLECTUAL PROPERTY (IP).

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

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

7.1. <u>Non-disclosure</u>. The Port may require a Non-Disclosure Agreement to be signed by the Vendor and its employees.

7.2. <u>Termination & Return</u>. Upon termination of this Agreement, the Vendor shall return all copies of the Port's data within 5 business days or certify, in writing, the destruction thereof.

7.3. <u>Retention of Rights</u>. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Parties will retain all right, title, and interest in and to all their Confidential Information.

8. REPRESENTATIONS & WARRANTIES.

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

8.2. <u>Warranty Period</u>. For the period of one (1) year (Warranty Period), the SaaS Software supplied to the Port shall conform to the Acceptance criteria set forth in the RFP XXXXX and the Vendor's RFP Response and shall be free from error or defect that materially impairs their use.

8.3. <u>Warranty Use</u>. All services and SaaS Software supplied by the Vendor to the Port shall be provided to the Port free and clear of any and all restrictions on or conditions all liens, claims, mortgages, security interests, liabilities and encumbrances of any kind.

9. INDEMNIFICATION.

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

10. Term & Termination.

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

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

10.3. <u>Effects of Termination</u>. Upon termination of this Agreement, the Port shall cease all use of the System and delete, destroy, or return all copies of the documentation in its possession or control, subject to the Port's obligations to retain and/or disclose records pursuant to applicable law. The Vendor will return all client data within 5 business days via the last back-up copy of the system database. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of the Port to pay fees incurred before termination; (b) Articles and Sections *IP*, *Confidential Information*, and *Limitation of Liability*.

11. MISCELLANEOUS.

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

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

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

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

11.5. <u>Severability</u>. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by

applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

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

11.7. <u>Choice of Law & Jurisdiction</u>: This Agreement will be governed solely by the internal laws of the State of Washington. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Pierce County, Tacoma, Washington.

11.8. <u>Time is of the Essence</u>. Vendor agrees that time is of the essence in its performance under this Agreement.

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

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

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

NOTE:

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

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

ATTACHMENT F – PORT OF TACOMA / NWSA SaaS Requirements Matrix

The following table describes requirements for SaaS services that the NWSA/Port of Tacoma finds most important. If the proposed solution is a Software as a Service (SaaS) solution then please fill in the table below and include as an attachment to your proposal.

Place an "x" in the appropriate column for each item to indicate which are Fully Met, Partially Met, or Not Met by the proposed solution. Specify in the Comments column any clarifying information. Information in the Comments column is required if selecting Partially Met.

Requirement	Fully Met	Part-ially Met	Not Met	Comments (including Restrictions and Exceptions)
The system shall be capable of supporting 24/7 365 availability				
The system shall be protected by up-to-date current virus and malware protection software				
Vendor indemnifies the Port of Tacoma if vendor system infects the Port with virus/malware				
The system shall be protected by firewalls that serve to prevent unauthorized access and attacks				
The system shall be capable of providing an audit log of:				
All users with general access				
All users with superuser access				
All users with system level access				
All users with database level access				
All users with server level access				
The system shall be capable of providing an audit log of access for all users				
The system shall be supported by data centers located in the continental United States				
The system shall have redundancy protocols in place that support				
Less than 15-minute downtime for users (RTO Recovery Time Objective)				
Less than 30-minute loss of data for users(RPO Recovery Point Objective)				
Do not require users or PoT staff to update configuration settings				

Requirement	Fully Met	Part-ially Met	Not Met	Comments (including Restrictions and Exceptions)
The system shall have backup protocols in place that support				
A restore/ image point for data taken once per hour				
A restore/ image point for system and data taken once per day				
A restore/ image point for system and data taken once per week				
A restore/ image point for system and data taken once per month in an additional format [such as tapes] in the event of a total loss of the system				
The system shall be physically protected by:				
On premise security personnel				
Controlled access				
Continuous video surveillance				
Seismically braced server racks				
Fire suppression systems				
Continuous monitoring of server operations				
The system shall be supported by a disaster recovery plan				
That is tested at minimum of 1x per year				
Testing shall be of minimum impact to PoT users				
The system shall be able to ensure that no data belonging to the PoT is shared with other customers, no commingling of data with other customers is permitted				
The system shall be supported by a penetration testing plan				
That is tested at minimum of 1x per year				
Testing shall be of minimum impact to PoT users				
Testing shall not require PoT staff to support				
The system shall be able to ensure that no data belonging to the PoT leaves the continental United States				
The system shall consist of components in accordance/compliant with NIST Special Publication 800-53r4.				

Requirement	Fully Met	Part-ially Met	Not Met	Comments (including Restrictions and Exceptions)
The system integrates with Active Directory				
The system shall be capable of supporting secure passwords by supporting one of the following				
Integration with Active directory				
Support the following requirements: Minimum password length – 12 Characters Password expiration of 90 days Complex password requirements – 3 of 4 (lower case, upper case, number or Special Character)				
The system shall be supported by a documented Security Plan				
The vendor shall be able to provide an annual audit on request to support the following items:				
Security Vulnerability				
SSAE16				
The system vendor will be able to meet the following notification obligations to the PoT:				
Immediate notification in the event of a system failure				
Immediate notification upon the discovery of a virus attack				
Root cause analysis documentation within one day of the virus attack effects being reduced				
Immediately in the event of a security breach				
Immediately if an acceptable use breach is detected				
2 hours if a client data breach occurs.				
Within five (5) business days any remediation items needed as a result of the Security Vulnerability Audit				
Immediately by phone in the event of a Force Majeure resulting in a system outage				
In writing subsequent to phone call with details of the outage				

Requirement	Fully Met	Part-ially Met	Not Met	Comments (including Restrictions and Exceptions)
Notifications of upgrades/ patches etc. that may alter or change the user experience				
Mutually agreed upon system changes				
Notifications of upgrades/ patches etc. that may alter or change the security infrastructure				
The vendor will have application support hours:				
07:00 to 18:00 PST/PDT Monday through Friday (excluding port holidays) The Port's Holidays are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, and Christmas Day.				
For Severity Levels 1 and 2 the Vendor must be available during non-core support hours.				