

 ORIGINAL

**DISCLOSURE AGREEMENT
BETWEEN
STATE OF WASHINGTON DEPARTMENT OF LICENSING
AND
PORT OF TACOMA**

Upon execution this Disclosure Agreement cancels and supersedes DOL Contract No. K1986, and is entered into by and between the State Washington, Department of Licensing (hereinafter called "DOL" or "Department"), and Port of Tacoma (hereinafter called "Contractor").

Port of Tacoma
One Sitcum Plaza
PO Box 1837
Tacoma, WA 98401-1837

Phone: 253-428-8696
Fax: 253-593-4570
E-Mail: rstuart@portoftacoma.com

1. PURPOSE

The purpose of this Disclosure Agreement is to provide terms and conditions that will ensure DOL vehicle and/or vessel Data is provided, protected and is used only for purposes authorized by state and federal law governing the release of such Data and is pursuant to Revised Code Washington (RCW) 46.12.630, 46.12.635, 46.12.640, 42.56.070, Washington Administrative Code (WAC) 308-93.087-089, WAC 308-10-45, Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA), and Executive Order 97-01, as currently written or hereafter amended.

According to the Vehicle/Vessel Disclosure Agreement Application submitted by the Contractor the Contractor's permissible, business need for the Data is:

Collect license plate numbers for trucks transiting within Ports property. To verify license plate numbers, and convert the data into vehicle model and year. To notify truck owners, operators if vehicle model year is not consistent with the permissible equivalent truck emission levels allowed at the Port of Tacoma. To obtain information and run reports on the data obtained.

In consideration of the terms and conditions contained herein, the parties agree as follows:

SPECIAL TERMS & CONDITIONS

2. STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to comply with the terms and conditions set forth in the *Statement of Work*, Attachment B, attached hereto and incorporated herein.

3. TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the following:

- 3.1 *Special Terms & Conditions* contained in the text of this Contract;
- 3.2 *General Terms and Conditions*, Attachment A;
- 3.3 *Statement of Work*, Attachment B;
- 3.4 *File Lay Out*, Attachment C;

- 3.5 *Reimbursement Fee Schedule*, Attachment D;
- 3.6 *Certification of Data Disposition*, Attachment E;
- 3.7 *Appropriate Use Declaration*, Attachment F;
- 3.8 *DOL Data Security Requirements*, Attachment G and
- 3.9 *Performance Monitoring Report*, Attachment H;

which are attached hereto and incorporated herein, and the Contractor's signed *Vehicle/Vessel Disclosure Agreement Application* which is incorporated by reference herein.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, this Contract shall begin upon **date of execution** by both parties, and end on **April 30, 2016**, unless terminated sooner or extended by DOL as provided herein. This Agreement may be extended up to five (5) times in multiples of up to two (2) years and is at the exclusive option of the DOL and shall be affected by the DOL giving written notice of extension or renewal to Contractor prior to expiration.

In order to request an extension of the Period of Performance, DOL must receive a newly completed and signed *Vehicle/Vessel Disclosure Agreement Application* (available at the DOL website; www.dol.wa.gov) from Contractor at least forty-five (45) calendar days prior to the expiration date of this Contract. If there is a lapse in the Period of Performance, a new contract will be required and DOL may charge a set-up fee to re-establish access.

5. CONSIDERATION/PAYMENTS

Contractor shall reimburse DOL for direct and indirect costs incurred in the amount of **\$127.15 monthly** for the performance of all things necessary or incidental to providing data as set forth in the *Statement of Work*, Attachment B, and in accordance with the *Reimbursement Fee Schedule*, Attachment D, which is attached hereto and incorporated by reference herein. Payment shall be made to:

**Revenue Accounting
Contract
P.O. Box 9048
Olympia, WA 98507**

6. BILLING PROCEDURES

Contractor shall pay DOL within 30 calendar days of receipt of invoice. Each payment will clearly reference the **Invoice Number and Contract Number K4646**. If the Contractor fails to pay within 30 calendar days of being invoiced, DOL may cease regularly scheduled transmittals and terminate this Contract. Failure of DOL to invoice Contractor does not release the Contractor for payment obligations.

7. INSURANCE

DOL certifies it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. Contractor certifies that it is self-insured, is a member of a risk pool, or maintains insurance. Contractor shall pay for losses for which it is found liable.

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**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

8. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 8.1 **Cause-** means the failure of the Contractor and/or authorized user(s) to perform an act, contractual requirement or obligation, and includes but is not limited to the failure to provide documents or other requested items and includes the violation of any state or federal laws, rules and statutes associated with this Contract.
- 8.2 **Commercial Purpose-** means using or intending to use Data for the purpose of facilitating a profit-expecting business activity, except as provided in RCW 46.12.635.
- 8.3 **Confidential Information-** means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes and data defined as more sensitive than "public" and requires security protection. Confidential Information includes, but is not limited to, vehicle legal owner, social security numbers, credit card information, driver license numbers, Personal Information, law enforcement records, agency security data, and banking profiles.
- 8.4 **Contract-** shall also mean Disclosure Agreement.
- 8.5 **Contractor-** means agency, firm, provider, organization, individual or other entity performing services or obtaining Data under this Contract.
- 8.6 **Contract Manager-** means the representative identified in the text of the Contract who is delegated the authority to administer the Contract.
- 8.7 **Data-** means information contained in the vehicle and/or vessel record information provided to Contractor under this Contract.
- 8.8 **DBA-** means "doing business as" and includes all current or previous business names and locations the Contractor operates or does business under or is listed on as a member of.
- 8.9 **Delivery of any notices-** shall include USPS, FAX, Email, Certified Mail and Registered Mail.
- 8.10 **Disclosure Agreement-** shall also mean Contract.
- 8.11 **Legal Owner -** means the following information to include name, address, city, state, and excludes five (5) digit zip code of the party listed as legal owner of a vehicle.
- 8.12 **List -** means a data structure holding many values, possibly of different types, which is usually accessed as a series of names, addresses, cities, states, zip codes or other items written, printed or a file layout put together in meaningful grouping or sequence so as to constitute a record of more than one (1).
- 8.13 **Personal Information-** means information identifiable to any person, including, but not limited to, information that relates to a person's name, finances, education, business, use or receipt of government services or other activities, addresses, telephone numbers, social security numbers, driver licenses number, other identifying number or personal health information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.

- 8.14 **RCW-** means the Revised Code of Washington. All references in this document to RCW chapters or sections shall include any successors, amended, or replacement statutes.
- 8.15 **Registered Owner** -means the following information to include name, address, city, state, and excludes five (5) digit zip codes. of the party listed as registered owner of a vehicle
- 8.16 **Secure Data Transfer (SDT)** - means a method that protects the Data in transit to prevent viewing and manipulation by another.
- 8.17 **Secure File Transfer Protocol or Secure File Transfer (SFTP/SFT)** - means a method that protects the Data in transit to prevent viewing and manipulation by another.
- 8.18 **Subcontractor-** means one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
- 8.19 **Subscriber-** means, agency, firm, provider, organization, individual or other entity engaged in doing business with the Contractor to obtain, or otherwise utilize or receive benefit from, the Data received from DOL and includes customers that may be purchasing a services or a product produced by Contractor. A Subscriber must be one who is entitled to the information with a permissible use under the Chapter 18 USC Sec. 2721-2725 Driver Privacy Protection Act (DPPA).
- 8.20 **Subscriber Roster-** means a Microsoft Word or Excel document(s) that the Contractor shall provide to DOL containing information for each Subscriber that includes; legal name, address, and a contact name with email and telephone number prior to execution of this Agreement, and shall maintain copies until termination of this Agreement.
- 8.21 **Unsolicited Business-** means any method of contact to individuals named in the Data provided by DOL to the Contractor with the intent to result in, or promote the sale of any goods, product, or services of any type.
- 8.22 **VOIDS-** means *Vehicle Owner Information Distribution System*.
- 8.23 **WAC** means the Washington Administrative Code. All references in this document to WAC chapters or sections shall include any successors, amended, or replacement statutes.

9. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of DOL. The Contractor will not hold itself out as, nor claim to be, an officer or employee of DOL or of the state of Washington by reason of this Contract, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

10. ASSIGNABILITY

The ability of the Contractor to obtain Data pursuant to this Contract shall not be assigned or delegated in whole or in part, excepted as expressly provided by this Contract or by the express prior written consent of DOL.

11. SUBCONTRACTS

The Contractor may not enter into subcontracts for any of the work or services contemplated under this Contract. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

12. SUBSCRIBERS

The Contractor may enter into Subscriber Agreements with a Subscriber to provide Data or if Subscriber is purchasing a service or product produced by Contractor as a result of Contractor receiving Data. But only if the Subscriber's use of Data, service or product produced is consistent with the Driver Privacy Protection Act (DPPA) permissible use and the described use in the Statement of Work, Attachment B; no variations of use are permitted for Contractor or Subscribers. Contractor is responsible for ensuring that all terms, conditions, assurances and certifications and security of Data set forth in this Contract are carried forward to all Subscribers. **Subscriber Agreements** shall include any written, verbal or any otherwise agreed on method of doing business with the Contractor.

Contractor shall provide DOL with samples of all services, products provided or produced as a result of Data obtained from DOL within thirty (30) days of execution and periodically upon request within fifteen (15) days from the request. Contractor is also required to provide DOL with Subscriber Roster as described in *Attachment B, Statement of Work*.

13. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the state of Washington, agencies of State, the Department and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the state of Washington and the Department for any claim arising out of or incidental to Contractor's or any Subcontractor's, or Subscriber's performance or failure to perform this Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

14. LIMITATION OF STATES LIABILITY

The parties agree that neither Contractor nor DOL shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Cause and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor nor DOL shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor nor DOL. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the DOL acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case

the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the DOL, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

15. CONFLICT OF INTEREST

With a few exceptions, RCW 42.52.120(1) prohibits a state officer or state employee from receiving anything of economic value under any contract or grant outside of his or her official duties. The Governor, or a state agency affected by a violation of chapter 42.52 RCW or the rules adopted under it, may request the Attorney General bring an action in superior court to cancel or rescind a state action taken by a state employee or state officer when a violation of the ethics law or rules substantially influenced the state action and the interests of the state require the cancellation or rescission. The Governor may suspend the action pending a determination of the court action.

16. RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain books, records, documents and other evidence of accounting and data security procedures and practices. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by DOL, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this Contract for six (6) years after settlement, and make them available for inspection by persons authorized under this provision. The Contractor shall be responsible for any audit exceptions or disallowed costs incurred by the Contractor or any of its Subcontractors and/or Subscribers.

17. CONFIDENTIALITY

The use or disclosure by any party of any information concerning DOL for any purpose not directly connected with the administration of DOL's or the Contractor's responsibilities with respect to services provided under this Contract is strictly prohibited except by prior written consent of DOL.

18. SAFEGUARDING OF PERSONAL INFORMATION

The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, Subcontractors and Subscribers or agents use it solely for the purposes of accomplishing the services set forth in this Contract. The Contractor and its Subcontractors/Subscribers agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons any Personal Information without the express written consent of DOL or as otherwise authorized by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information. The Contractor shall make the Personal Information available to amend as directed by DOL and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors and Subscribers. The Contractor shall certify return or destruction of Personal Information upon expiration or termination of this Contract's retention requirements and the Contractor shall retain no

copies. If the Contractor and DOL mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

DOL reserves the rights to monitor, audit, or investigate the use of Personal Information collected, used or acquired by the Contractor and Subscribers through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by DOL. Salting is the act of introducing data containing unique but false information that can be used later to identify when inappropriate disclosure of Data identified.

The Contractor shall notify DOL in writing immediately of becoming aware of any unauthorized access, use or disclosure of Personal Information. The Contractor agrees to indemnify and hold harmless DOL for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, and Subcontractors and Subscribers or agents.

Any breach of this clause may result in termination of the Contract and the demand for return of all Personal Information.

19. LICENSING STANDARDS

The Contractor shall comply with all applicable local, state, and federal licensing requirements necessary in the performance of this Contract. (See chapter 19.02 RCW for state licensing requirements/definitions). Contractor shall notify DOL immediately of business closure or change in legal status of business.

20. RIGHTS OF INSPECTION

DOL reserves the right to inspect Contractors actual place of business, to conduct a review of how they conduct business and to monitor, investigate or audit. The Contractor shall provide the right of access to, and shall make available all information necessary to DOL, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor, perform audits, evaluate compliance, investigate or otherwise analyze the use of vehicle/vessel information and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Disclosure Agreement and may include, but is not limited to, "Salting" by DOL. The Contractor shall make available information necessary for DOL to comply with an accounting of disclosures of an individual's Personal Information.

21. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, DOL may terminate this Contract without advance notice and without penalty to the State of Washington. At the sole discretion of DOL this Contract may be subject to renegotiation under any new funding limitations and/or conditions.

22. LIMITATION OF SIGNATURE AUTHORITY

Only DOL's Director or delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by DOL's Director or delegate.

23. CHANGES TO CONTRACT

By written notification to and consent of the Contractor, DOL may, at any time, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under this Contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this Contract, an equitable adjustment may be made in the Contract price consistent with the

Compensation clause, or period of performance, or both, and this Contract shall be modified in writing accordingly.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notice of such change; provided, however, that DOL's Director or delegate by writing may, if decided the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the *Disputes* clause, Attachment A. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

24. DISPUTES

The parties agree that time is of the essence in resolving disputes.

During the dispute resolution period parties agree:

24.1 If the subject of the dispute is the payment due DOL, DOL may cease regularly scheduled transmittals and terminate this Contract.

24.2 If the subject of the dispute is not the payment due, the DOL may continue performance of work under the Contract not affected by the dispute.

24.3 Dispute Steps

When a bona fide dispute concerning a question of fact arises between DOL and the Contractor and it cannot be resolved, either party may request a dispute hearing with DOL's Contracts Office. The request for a dispute hearing must: be in writing; state the disputed issues; state the relative positions of the parties; state the Contractor's name, address, and DOL Contract Number; and be mailed to:

**Department of Licensing,
Contracts Office
P.O. Box 9047
Olympia WA. 98507-9047**

and mailed to the other party's Contract Manager within three (3) working days after the parties agree they cannot resolve the dispute.

24.3.1 The responding party shall have five (5) working days to respond in writing to the requesting party's statement. This response will be sent to both the Contracts Office and the requesting party.

24.3.2 The Contracts Office shall review the written statements of the parties and reply in writing to both parties within ten (10) working days. The Contracts Office may extend this period if necessary by notifying the parties.

24.3.3 The decision of DOL's Contracts Office shall be final and conclusive unless, within five (5) working days from the date DOL mailed the decision, the Contractor requests a dispute panel. This request must be in writing to DOL's Contracts Office.

24.3.4 If a dispute panel is requested, DOL and the Contractor shall each appoint a member to the dispute panel within five (5) working days. DOL and the Contractor shall jointly appoint a third member to the dispute panel within the next five (5) working days.

24.3.5 The dispute panel shall review the written descriptions of the dispute, gather additional information as needed, and make a decision on the dispute in the shortest practical time with the majority prevailing. The parties agree the decision of the dispute panel shall be final and binding.

25. TERMINATION FOR CAUSE

If the Contractor violates any material term, condition or requirement of this Contract or fails to provide required information or documents, DOL may give the Contractor written notice of the violation.

The Contractor will correct the violation within fifteen (15) days or as otherwise mutually agreed on in writing. If the violation is not corrected, DOL may, at its sole discretion, immediately terminate this Contract by written notice to the Contractor. Upon termination, the Contractor shall be liable for damages as authorized by law.

If a Contractor is found to be in violation of any applicable RCWs, WACs, laws and statutes cited or are applicable to this Contract, DOL may immediately terminate this Contract. In accordance with RCW 42.56 and RCW 46.12.640 each violation may constitute a gross misdemeanor punishable by a fine not to exceed Ten Thousand dollars (\$10,000), or by imprisonment in a county jail not to exceed one (1) year, or both for each violation. The Department shall suspend or revoke for up to five (5) years the privilege of obtaining Data if Contractor is found to be in violation of RCW 46.12.640.

In the absence of an actual delivery to Contractor and receipt by Contractor to DOL by mail or other means at an earlier date and/or time, notice of cause or notice of termination shall be conclusively deemed to have been delivered to, and received by Contractor, as of midnight of the third (3rd) day following the date of its posting in the United States mail.

26. TERMINATION FOR CONVENIENCE

Either party has the right to terminate the Contract by giving written notice to the other party at least five (5) working days before the effective date of termination. If this Contract is so terminated, DOL is entitled to payments required under terms of this Contract for services rendered prior to termination. Written notice may include, but is not limited to notice provided by United States Postal Service (USPS), email or FAX.

27. TERMINATION PROCEDURE

Upon termination of this Contract, in addition to any other rights provided in this Contract, DOL may require the Contractor to deliver to DOL any property specifically produced or acquired for the performance of any part of this Contract which has been terminated.

Failure to agree with such determination shall be a dispute within the meaning of the *Disputes* clause of this Contract.

The rights and remedies of DOL provided in the *Disputes* clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by DOL's Contract Manager, the Contractor shall:

- a. Place no further orders for DOL data files,
- b. Settle all outstanding liabilities and all claims arising out of such termination, with the approval or ratification of DOL's Contract Manager to the extent required, which approval or ratification shall be final for all the purposes of the *Termination Procedure* clause; and
- c. Take such action as may be necessary, or as DOL's Contract Manager may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which DOL has an interest.

28. UNDERPAYMENTS AND ASSERTION OF LIEN

In the event DOL establishes underpayments or erroneous payments made by the Contractor under this Contract, DOL may secure payment, plus interest to be determined if any, through the filing of a lien against the Contractor's real property, and/or by requiring the posting of a bond, assignment of deposit, and/or some other form of security acceptable to DOL.

29. WAIVER

Unless the Contract is amended in writing by an authorized representative of DOL, waiver of a Cause under this Contract, or failure by DOL to exercise its rights shall not be considered a modification or amendment to the Contract; or constitute a waiver of any subsequent Cause.

30. PUBLICITY

The Contractor agrees to submit to DOL prior to use:

All advertising, sales promotions, publicity or solicitation of subject matters, that represents DOL's judgment, or contains or specifically mentions DOL's name or any information relating to or obtained in this Contract.

The Contractor agrees not to publish, email, distribute in any manner or use in any way such advertising, sales promotions and publicity or solicitations without the prior written consent of DOL. DOL reserves the right to review and place the following disclaimer on all related work published beyond the scope of this Contract:

The Washington State Department of Licensing as public servants has a responsibility to maintain the protection and security of the public's personal information. The content of this publication does not necessarily reflect the view or policies of the Washington State Department of Licensing, nor does the mention of trade names, commercial products, or organizations imply endorsement by the state of Washington.

31. PERFORMANCE MONITORING REPORT

The DOL Contract Manager may evaluate Contractor utilization of Data and/or compliance with submission of required or requested forms and/or documents, security practices, etc., at anytime during the terms of this Contract and/or at Contract completion of this Contract. An annual evaluation may be conducted on a date which accommodates DOL's particular needs and may cover a period ending with a date established by DOL.

DOL may utilize the standardized *Performance Monitoring Report*, Attachment H and/or supplement the process with special performance factors peculiar to the specific contractual needs. Each evaluation shall include an assessment of the Contractor's efforts toward fulfilling any requirements necessary for the Contractor's continued receipt of DOL Data (i.e. submission of required or requested forms and/or documents, security practices, etc.). The form is designed to aid the DOL Contract Manager in contract management, referrals, clarify Contractor's duties and DOL expectations, and inform Contractors of their strengths and weaknesses.

32. CONTRACTOR'S PROPRIETARY INFORMATION

The Contractor acknowledges DOL is subject to chapter 42.56 RCW, the Public Records Act and this Contract shall be a public record as defined in RCW 42.56.040 through 42.56.550. Any specific information submitted to DOL and claimed by the Contractor to be confidential or proprietary, must be clearly identified as such by the Contractor. To the extent consistent with chapter 42.56 RCW, DOL shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view the Contractor's proprietary information and DOL intends to release the information, DOL will notify the Contractor of the request and notify the Contractor of the date records will be released to the requester. It will be the responsibility of the Contractor to obtain any necessary court order enjoining that disclosure by the stated release date. If the Contractor fails to obtain the court order enjoining disclosure, DOL will release the requested information.

33. ASSURANCES

DOL and the Contractor agree all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state and local laws, rules, and regulations.

34. GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County.

35. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- 35.1 Applicable Federal and Washington State Statutes and Regulations;
- 35.2 *Special Terms & Conditions* as contained in this basic Contract;
- 35.3 *General Terms & Conditions*, Attachment A;
- 35.4 *Statement of Work*, Attachment B; *DOL Data Security Requirements*, Attachment G; *File Layout*, Attachment C; *Reimbursement Fee Schedule*, Attachment D;
- 35.5 *Certification of Data Disposition*, Attachment E; *Appropriate Use Declaration*, Attachment F; *Performance Monitoring Report*, Attachment H; and the signed *Vehicle/Vessel Disclosure Agreement Application*.
- 35.6 Any other provisions of this Contract incorporated by reference or otherwise.

36. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this Contract, and to this end the provisions of this Contract are declared to be severable.

37. MEMO OF UNDERSTANDING (MOU)

Any communications that either Contract Manager determined to address more than day-to-day concerns, but do not modify the terms of this Contract, shall be documented by a written, numbered *Memo of Understanding*.

38. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract. The Contractor is required to notify the DOL Contract Manager in writing within thirty (30) days of changes to contact information, business mailing address, name, or ownership according to Assignability clause. Failure to appropriately make written notification may result in a disruption in transactions for which DOL will not be liable or may result in the termination of this Contract.

Contract Manager for Contractor is:	The DOL Contract Manager is:
Ron Stuart Port of Tacoma One Sitcum Plaza PO Box 1837 Tacoma, WA 98401-1837 Phone: 253-428-8696 Fax: 253-593-4570 E-Mail: rstuart@portoftacoma.com	Jennifer Dana, Assistant Administrator Department of Licensing Records and Program Management Post Office Box 2076 Olympia, Washington 98507-2076 Phone: 360902-3673 Fax: 360570-7861 E-Mail: jedana@dol.wa.gov

39. ALL WRITINGS CONTAINED HEREIN

This Contract consists of 23 pages including the following attachments:

- A = General Terms & Conditions
- B = Statement of Work
- C = File Lay Out
- D = Reimbursement Fee Schedule
- E = Certification of Data Disposition
- F = Certification of Data Security
- G = Appropriate Use Declaration
- H = Performance Monitoring

This Contract sets forth in full all terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Contract shall be deemed to be null and void and of no force and effect whatsoever.

40. IN WITNESS WHEREOF, the parties attest that they have the authority to bind both parties and have executed this Contract.

Port of Tacoma

(Signature)  (Date) 4-9-13

John G. Wolfe
Chief Executive Officer

(Print Name & Title)


91-6001026

(Federal Tax Identification Number)

278002558

(Washington State UBI Number)

State of Washington
Department of Licensing

(Signature)  (Date) 4/22/13

Lynn Stullick Administrator
Facilities & Procurement

APPROVED AS TO FORM ONLY

Signature is on File April 27, 2011

Susan Pierini, AAG (Date)

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**ATTACHMENT B
STATEMENT OF WORK**

41. CONTRACTOR SHALL:

- 41.1 Prior to the execution of this Agreement, Contractor shall provide DOL:
- a. The names and addresses of all the Contractors subsidiaries, branches, sister companies and other DBA's (doing business as) as defined herein.
 - b. Proof that the Contractor is authorized and an agent for automobile manufacturers (if applicable).
 - c. A *Subscriber Roster* of all **parties that receive confidential information** obtained from DOL. Roster shall be formatted in Microsoft Word or Excel the Roster must contain data sets for each Subscriber that includes:
 - I. legal name, and address;
 - II. contact name with email and telephone number,
 - III. description of how each Subscriber will use Data received.
 - IV. Contractor shall maintain copies of rosters until termination of this Agreement.
- 41.2 In accordance with OCIO Public Records Privacy Protection Policy No. 804-P1 and Executive Order 00-03, DOL reserves to right to request at no charge to DOL :
- a. Subscriber Rosters for all Subscribers regardless of the data they receive.
 - b. a copy of all Subscriber Agreements (may be a blank template for each different type of services that requires an Agreement) regardless of the data the Subscriber receives and an updated *Subscriber Roster* that identifies the date of any and all new *Subscriber Agreements* and includes *Subscriber use of Data*.
 - c. samples of anything created as a result of Data obtained from DOL within thirty (30) days of a request and periodically upon request.
 - d. receive a detailed briefing of approximately 1 to 2 hours in length on any analysis of services, products and/or findings, and is to be provided within thirty (30) calendar days of execution and periodically upon request.
- 41.3 As described in *Section 33*, any specific information submitted to DOL and claimed by the Contractor to be confidential or proprietary, **must be clearly identified as such by the Contractor.**
- 41.4 Failure to provide DOL with requested samples of all services, products provided or produced may result in termination for default.

42. PROHIBITED USE OF INFORMATION

Unless otherwise required by law, use of any personal vehicle/vessel registered or legal owner information or any part thereof received through this Agreement by the Contractor or Its Subscribers,

SHALL NOT:

- 42.1 Be furnished to any person, association, or organization for any private, personal or Commercial Purpose other than is permitting in this Agreement.
- 42.2 Be disclosed, sold, published, or otherwise distributed for commercial, personal or private use, shall not be used for mailing purposes, or to make unsolicited business contacts with individuals named for any reason.
- 42.3 Make false representation to obtain any Personal Information from an individual vehicle/vessel record from DOL.
- 42.4 Provide in any manner the confidential information registered and legal owner names and addresses (excluding 5 digit zip code) provided to Contractor when used to produce, formulate, or compile statistical, analytical or any other type of report or documents. **All confidential information must be extracted prior to releasing the items mentioned above.**

43. PERMISSIBLE USE OF DATA

Contractor agrees that it will not use Data for any other purposes than described herein and all other uses are strictly prohibited.

The Data provided by DOL shall be used and accessed ONLY for the limited purposes of carrying out activities pursuant to this Contract as described herein. Contractor is responsible to ensure that no commercial use or variations of use are permitted. **All confidential information must be extracted prior to releasing except where permitted by law.**

According to the Vehicle/Vessel Disclosure Agreement Application submitted by the Contractor the permissible, business need for the Data is:

Collect license plate numbers for trucks transiting within Ports property. To verify license plate numbers, and convert the data into vehicle model and year. To notify truck owners, operators if vehicle model year is not consistent with the permissible equivalent truck emission levels allowed at the Port of Tacoma. To obtain information and run reports on the data obtained.

For use during the 2011-2013 biennium, in research activities, and in producing statistical reports, so long as the *personal information is not published, re-disclosed, sold or used to contact individuals*. This will be re-evaluated by DOL for the next biennium or for the remainder of this Agreement as applicable, and at DOL's discretion.

44. DESCRIPTION OF DATA

DOL shall provide vehicle and/or vessel information as contained in *File Lay Out*, Attachment C. DOL reserves the right to edit, add, delete or change any data field contained in the *File Lay Out* as DOL considered necessary to the functions of DOL or as applicable to comply with federal and state laws, without notice to the Contractor.

45. LISTS OF REGISTERED AND LEGAL OWNERS OF MOTOR VEHICLE

In addition to any other authority which it may have, the department of licensing may furnish lists of registered and legal owners name and addresses of motor vehicles **ONLY** for the purposes specified in this section to:

- 45.1 manufacturers of motor vehicles or their agents,
 - a. respecting safety-related defects in motor vehicles, class action notifications,
 - b. in research activities and in producing statistical reports for manufacturers when Contractor is acting as the agent of manufacturers; **(this allowance expires on June 30, 2013.)**
- 45.2 Any governmental agency only in connection with the enforcement of motor vehicle or traffic laws, safety.
- 45.3 A commercial parking company for notification of outstanding parking violations.
- 45.4 An authorized agent or contractor of the department, to be used only in connection with providing motor vehicle excise tax, licensing, title, and registration information to motor vehicle dealers. (Auditors and Subagents)
- 45.5 Any business regularly making loans to other persons to finance the purchase of motor vehicles, to determine ownership of specific vehicles for the purpose of determining whether or not to provide such financing.
- 45.6 A toll facility to identify toll violators.
- 45.7 Where both a mailing address and residence address are recorded on the vehicle record and are different, only the mailing address will be disclosed. Both addresses will be disclosed in response to requests for disclosure from courts, law enforcement agencies, or government entities with enforcement, investigative, or taxing authority and only for use in the normal course of conducting their business.
- 45.8 If a list of registered and legal owners of motor vehicles is used for any purpose other than that authorized in this section, the manufacturer, governmental agency,

commercial parking company, authorized agent, contractor, financial institution, toll facility operator, or their authorized agents or contractors responsible for the unauthorized disclosure or use will be denied further access to such information by the department of licensing and **will result in immediate termination of this Agreement.**

46. DATA CLASSIFICATION DECLARATION

Data described in this Contract is assessed to be in the following data classification:

☒ Category 3 – Confidential Information

Confidential Information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- a. Personal Information about individuals, regardless of how that information is obtained.

Registered Owner Name/Address 1
Registered Owner Name/Address 2
Registered Owner Name/Address 3
Registered Owner Name/Address 4
Registered Owner Name/Address 5
Registered Owner Name/Address 6
Registered Owner City
Registered Owner State

- b. Information concerning employee personnel records.
- c. Information regarding IT infrastructure and security of computer and telecommunications systems.

47. ACCESS TO DATA

47.1 Method of Access/Transfer

Once an established SDT connection with the host computer at Contractor location is confirmed, DOL will provide Data listed in File Lay Out, Attachment C, to Contractor. DOL shall not be liable for any delays in furnishing information under this Contract nor shall DOL be liable for any errors, which occur in compilation of information.

- ☐ Secure File Transfer Protocol (SFTP)
- ☒ File Transfer Protocol (FTP) – restrictions apply
- ☐ Web Service Interface
- ☐ Web Service File Delivery
- ☐ Facsimile (exceptions only)
- ☐ Other FED EX (with ID and return receipt required)

47.2 Frequency of Data Exchange

☒ Repetitive: multiple times during the day

- ☐ Weekly
- ☐ Quarterly
- ☐ Annually
- ☐ ONLY between the hours of 3pm to 8pm PST
- ☐ Other _____

(Or additional dates upon request, additional fees apply).

47.3 Authorized Access to Data

Contractor shall maintain a record of those who have authorized access to DOL Data, and ensure all authorized users maintain confidentiality of Data. In addition to measures instituted by Contractor, Contractor shall also:

- a. Require each authorized user to execute a copy of the *Appropriate Use Declaration* (AUD), Attachment F.
- b. Maintain executed AUDs at the Contractor's place of business; and
- c. Upon request from DOL provide a copy of all executed AUDs within three (3) business days after receiving a request from DOL.

48. DATA DISPOSITION

Using the *DOL Data Security Requirements, Attachment G* the Contractor shall comply with destruction of all Data sets as described herein upon expiration or termination of this Contract, and shall retain no copies. Data shall be destroyed so it cannot be recovered in any way. Contractor shall submit a completed *Certification of Data Disposition*, Attachment E within fifteen day of contract completion or termination.

If the Contractor is a government agency, and is exempt from the requirements of this section by statutes, and the parties have mutually determined that return or destruction is not feasible. Contractor shall adhere to its required retention schedule.

49. TERMINATION OF ACCESS

Either party may at its discretion disqualify an individual authorized by the Contractor from gaining access to Data. Notice of termination of access will be by written notice and become effective upon receipt, and a copy of such notice shall be provided to DOL. Termination of access of one individual by either party does not affect other individuals authorized under this Contract.

50. SURVIVORSHIP

All transactions executed pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive *including all Attachments (A, B, C, D, E, F, G, and H); Any Incorporated Documents* and shall survive the termination of this Agreement.

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ATTACHMENT C FILE LAY OUT

Department of Licensing shall provide to the Contractor vehicle and/or vessel Data contained in DOL records database using the mutually agreed upon file lay out below:

INPUT RECORD DESCRIPTION				
Field Description		PIC	Bytes	Position
License Plate		X	7	1
User Field		X	2	8
Total Length				9
OUTPUT RECORD DESCRIPTION				
Field Description	Data Base Name	PIC	Bytes	Position
License Plate	V-PLATE-B	X	7	1
Vehicle Identification Number	V-VIN	X	17	8
Series Body	V-SERIES-BODY	X	8	25
Model Year (ccyy)	V-YR	9	4	33
Make	V-MAKE	X	5	37
Title Transfer Date (Auditors Stamp Date)(ccymmdd)	V-TTL-TRANSFER-DT	9	8	42
Stolen Flag	V-TAH-STOLEN	9	1	50
Report of Sale Flag	V-REJ-SALE	9	1	51
Report of Sale Date (ccymmdd)	V-ROS-DATE	9	8	52
Registered Owner Name Count	V-REG-NAME-CNT	9	1	60
Registered Owner Name/Address 1	V-NA-1	X	30	61
Registered Owner Name/Address 2	V-NA-2	X	30	91
Registered Owner Name/Address 3	V-NA-3	X	30	121
Registered Owner Name/Address 4	V-NA-4	X	30	151
Registered Owner Name/Address 5	V-NA-5	X	30	181
Registered Owner Name/Address 6	V-NA-6	X	30	211
Registered Owner City	V-CITY	X	24	241
Registered Owner State	V-STATE	X	2	265
Registered Owner Zip Code	V-ZIP	X	9	267
Model	V-VINA-MODEL-CODE	X	3	276
Body Style	V-VINA-BODY-TYPE-CODE	X	2	279
Additional Registered Owner Indicator	V-GEG-MORE-ID-DATA	9	1	281
User Field		X	2	282
Total Length				283

**ATTACHMENT D
REIMBURSEMENT FEE SCHEDULE**

Contractor shall pay DOL for direct and indirect costs in the amount of **\$127.15** month for the access to Data, and in accordance with the *Reimbursement Fee Schedule*, outline below. DOL's monthly direct and indirect costs apply regardless of the transmittal of data.

1. Contractor will be provided an initial invoice for the one time set up fee, as described below (if applicable, i.e. new contract).
2. Contractor shall be invoiced for ongoing, direct and indirect costs for providing monthly production and maintenance of DOL Data, until termination of this Contract.

Direct costs

Direct costs shall include, but are not limited to, all operating, equipment and personnel costs used to furnish the Data, reruns and/or additional Data runs, costs materials and Data integrity costs directly related to the monthly production and maintenance of these Data files.

Indirect costs

Shall include, but are not limited to, enforcement of unauthorized mail, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as indirect costs by DOL.

REIMBURSEMENT FEE SCHEDULE

1.	Costs and Set-up Fees	Cost	
	DOL Monthly Direct and Indirect costs	\$ 127.15	
	DOL Annual Direct and Indirect costs	\$ 1,525.80	
2.	Additional Fees	Hourly Rate	Cost
	Requests for additional data runs or reruns	\$ 47.99	TBD
Cost as of 4/2009			

ADDITIONAL DATA RUNS OR RERUNS

Requests from Contractor for Data runs at frequencies or dates not already agreed upon within this Contract will require additional fees. Each additional data run or rerun will be billed at a rate of \$ 47.99 per hour and the total cost will be determined based on the hours required to provide the information.

**ATTACHMENT E
CERTIFICATION OF DATA DISPOSITION**

Date of Disposition _____

Data disposition methods used upon expiration or termination of this Contract: (select all that apply).**CHECK THE APPROPRIATE BOX**

- ☐ All copies of any Data sets related to this Contract have been deleted from all data storage systems and media so it cannot be recovered in any way.
- ☐ All on-line access accounts related to this Contract have been deleted.
- ☐ All printed and hard copy materials and all computer media containing any Data related to this Contract have been destroyed so it cannot be recovered in any way.
- ☐ All copies of any Data sets related to this Contract shall be retained for purposes stated herein for a period of time not to exceed _____ (e.g. one year etc.), after which all Data shall be destroyed so it cannot be recovered in any way.
- ☐ The parties have mutually determined that return or destruction is not feasible, and mutual determination is outlined in the attached MOU. Contractor agrees to only use the Confidential Information as authorized herein and by state and federal laws.
- ☐ Contractor is a government agency, and is exempt from the requirements by statutes, and the parties have mutually determined that return or destruction is not feasible. Contractor shall adhere to its required retention schedule.

I hereby certify, by signature below, the data disposition requirements as provided in DOL Contract No. K4646, have been fulfilled as indicated above.

Port of Tacoma

(Signature) (Date)_____
(Print Name)_____
(Title)_____
(Area Code & Phone Number)

ATTACHMENT F
APPROPRIATE USE DECLARATION

As authorized by Port of Tacoma, I attest that I am an authorized user of Data provided by the Washington State Department of Licensing (DOL) and I shall:

- 1) Ensure the confidentiality and privacy of all information I have access to, and,
- 2) Use the information ONLY as permitted by DOL.

I understand the ONLY Permissible Use of data provided to Contractor by the Washington State Department of Licensing is limited to:

Collect license plate numbers for trucks transiting within Ports property. To verify license plate numbers, and convert the data into vehicle model and year. To notify truck owners, operators if vehicle model year is not consistent with the permissible equivalent truck emission levels allowed at the Port of Tacoma. To obtain information and run reports on the data obtained.

I further understand DOL may review activities of any person who receives vehicle/vessel record Data to ensure compliance with limitations imposed on the use of the information. The Department shall suspend or revoke for up to five (5) years the privilege of obtaining information of a person found to be in violation of chapter 42.56 RCW, or this Contract executed with DOL and the Contractor.

I understand misuse of this information is a gross misdemeanor and is personally punishable by a fine not to exceed \$10,000 or by imprisonment in a county jail not to exceed one year, or both such fine and imprisonment for each violation. (RCW 46.12.640)

(PRINT) EMPLOYEE NAME & TITLE

X _____
EMPLOYEE SIGNATURE DATE

(PRINT) SUPERVISOR NAME & TITLE

X _____
SUPERVISOR SIGNATURE DATE

Do not return this form to DOL.

The signed original of this declaration must be kept on file by the Contractor and made available to DOL upon request.

(Duplicate this form as needed).

We are committed to providing equal access to our services. If you need accommodation, please call (360) 902-3673 or TTY (360) 664-0116.

**ATTACHMENT G
DEPARTMENT OF LICENSING (DOL)
DATA SECURITY REQUIREMENTS**

DATA SECURITY REQUIREMENTS

1. Data Classification

DOL classifies data into 4 Categories:

Category 1 – Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information

Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:

- Personal information about individuals, regardless of how that information is obtained.
- Information concerning employee personnel records.
- Information regarding IT infrastructure and security of computer and telecommunications systems.

Category 4 – Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

2. Network Security

Contractor agrees to maintain network security that conforms to generally recognized industry standards and best practices (See Section 12 *Industry Standards*) and apply these standards to their own network. At a minimum, Contractor's network security must include the following:

- a) Network firewall provisioning
- b) Intrusion detection
- c) Quarterly vulnerability assessments
- d) Annual penetration tests (when data is Category 3 or above)

3. Application Security

Contractor agrees at all times to provide, maintain and support its software and subsequent updates, upgrades, and bug fixes such that the software is, and remains secure from those vulnerabilities as described in:

- a) The Open Web Application Security Project's (OWASP) "Top Ten Project"—<http://www.owasp.org>;
- b) The CWE/SANS Top 25 Programming Errors—<http://cwe.mitre.org/top25/> or <http://www.sans.org/top25-programming-errors/>.

4. Data Security

Contractor agrees to preserve the confidentiality, integrity and accessibility of DOL data with administrative, technical and physical measures that conform to generally recognized industry standards (see Section 12 *Industry Standards*) and best practices that Contractor then applies to its own processing environment.

5. Data Storage

Contractor agrees that any and all DOL data will be stored, processed, and maintained solely on designated target servers and that no DOL data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium.

6. Data Transmission

Contractor agrees that any and all electronic transmission or exchange of system and application data with DOL and/or any other parties expressly designated by DOL shall take place via secure means (using HTTPS or SFTP or equivalent) and solely in accordance with Section 8 *Distribution of Data*.

7. Data Encryption

Contractor agrees that any and all DOL data, in transit or at rest, defined as Category 3 or above, be encrypted using only NIST or ISO approved encryption algorithms. Encryption keys shall have strength of at least 112 equivalent bit strength:

- a) Symmetric encryption, minimum 128-bit key
- b) Asymmetric encryption, minimum 2048-bit key

8. Distribution of Data

Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Attachment. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor further agrees that no DOL data of any kind shall be transmitted, exchanged or otherwise passed to other contractors/vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by DOL.

9. Disposition of Data

Unless otherwise specified in the Contract, Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all DOL data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of DOL, whichever shall come first. At a minimum, media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP 800-88, Appendix A—<http://csrc.nist.gov/>.

10. Security Breach Notification

Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of DOL data or other event requiring notification. In the event of a breach of any of Contractor's security obligations, or other event requiring notification under applicable law, Contractor agrees to the following:

- a) Notify DOL by telephone and e-mail of such an event within 24 hours of discovery:
DOL Help Desk, phone: (360) 902-0111; email: hlbhelp@dol.wa.gov
- b) Assume responsibility for informing all such individuals in accordance with applicable state and federal laws
- c) Indemnify, hold harmless and defend DOL and its trustees, officers, and employees from and against any claims, damages, or other harm related to such notification event.
- d) Mitigate the risk of loss and comply with any notification or other requirements imposed by law or DOL.

11. Access to Data


Access to the data will be restricted to authorized users by requiring a logon using a unique user ID and complex password or other authentication mechanisms which provides equal or greater security, such as biometrics or smart cards. Further, passwords must be changed on a periodic basis. Password complexity and changing of passwords shall conform to generally recognized industry standards (see Section 12 *Industry Standards*) and best practices.

12. Industry Standards

As a minimum standard, Contractor agrees to ensure information security in accordance with the current standards set forth in ISO/IEC 27000-series with an emphasis in ISO/IEC 27002 — <http://www.27000.org/index.htm>.

ATTACHMENT H

PERFORMANCE MONITORING REPORT

PERFORMANCE MONITORING REPORT STATE OF WASHINGTON DEPARTMENT OF LICENSING (DOL)						CONTRACTOR NAME Port of Tacoma		DOL CONTRACT No. K4646		
DOL's Contract Manager may complete a Performance Monitoring Report annually and/or at the end of each project and/or deliverable.				<input type="checkbox"/> Annual <input type="checkbox"/> Project end <input type="checkbox"/> Other		CONTRACTOR'S CONTRACT MANAGER				
START DATE		Execution		END DATE		April 30, 2016		DOL'S CONTRACT MANAGER		
PREPARED BY		Jennifer Dana, Assistant Administrator				Jennifer Dana, 360-902-3673				
SECTION 1 - RATINGS On the scale of satisfaction provided, where YES is 100% satisfaction and, NO is 0% satisfaction and N/A is not applicable to this Contract, please rate your experience by placing an "X" in the appropriate box.										
Did the Contractor:				YES	NO	N/A				
Provided DOL with a Certificate of Insurance prior to the Contract's start date?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Supply all required documentation in a timely manner?			
Provide DOL with a Subscriber Roster prior to contract execution and upon request from DOL.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provide copies of all Appropriate Use Declarations upon request from DOL?			
Maintain confidentiality of data as required?				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provide Subscriber Agreements upon request and within the time line required?			
Provide an updated Vehicle/Vessel Disclosure Agreement Application prior to renewal or extension.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Upon expiration, provided Data Disposition.			
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(Other)			
SECTION 2 - DOL'S NARRATIVE Provide a brief description of the work performed <p>The purpose of this Contract is to provide terms and conditions that ensure DOL vehicle and/or vessel Data is protected and used only for purposes authorized by state and federal law governing the release of such Data.</p> <p>Collect license plate numbers for trucks transiting within Ports property. To verify license plate numbers, and convert the data into vehicle model and year. To notify truck owners, operators if vehicle model year is not consistent with the permissible equivalent truck emission levels allowed at the Port of Tacoma. To obtain information and run reports on the data obtained.</p> <p><i>Attach additional sheets if necessary)</i></p>										
SECTION 3 - CONTRACTOR'S COMMENTS Brief comments/suggestions from the Contractor for DOL's Contract Manager or DOL management?										