

Port of Tacoma Request for Proposal # 83043
Addendum #7
Date 8/3/2018

The following is additional information regarding **RFP-83043** titled **Photo Management System** released on 7/23/2018. **The due date and time for responses is updated to 8/10/2018 @ 2:00PM PST.** This addendum includes both questions from prospective bidders and the Port's answers, and revisions to the RFP. This addendum is hereby made part of the RFP and therefore, the information contained herein shall be taken into consideration when preparing and submitting a bid.

Item #	Date Received	Date Answered	Vendor's Question	Port's Answer	RFP Revisions
1	7/24/18	7/24/18	Whether companies from Outside USA can apply for this? (like, from India or Canada)	Firms outside the United States may propose if they can meet the requirements of the RFP.	
2	7/24/18	7/24/18	Whether we need to come over there for meetings?	Meetings and training can be done remotely via phone/web.	
3	7/24/18	7/24/18	Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	Assuming the submitter can meet the requirements of the work, home office location is negotiable.	
4	7/24/18	7/24/18	Can we submit the proposals via email?	See instructions in RFP 83043, Attachment A on page 8, Submittal of Proposal	
5	7/24/18	7/25/18	How many internal PoT users will need access to the Photo Management System?	5 concurrent users	
6	7/24/18	7/26/18	How much storage do you require for the SaaS solution?	5GB See item 14 for corrected response.	
7	7/24/18	7/26/18	In attachment E Do you require geographic redundancy for all components or offsite backups of data and database only? If the data center is on the East Coast- Seismically braced server racks are not standard? Is this okay We are compliant with the HIPAA Security Rule, HITRUST Common Security Framework and NIST Special	1 Offsite backups of data and database only 2 While our preference is for seismically braced racks, this is not a deal breaker if they are not 3 See section A paragraph 3 on how to propose alternate terms 4 Yes 5 See section A paragraph 3 on how to	

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			<p>Publication 30 and 34. Is that good enough?</p> <p>Is full disk encryption (FDE) rather than TDE acceptable.</p> <p>Are you open to " Within ten (10) business days any remediation items needed as a result of the Security Vulnerability"</p>	propose alternate terms	
8	7/24/18	7/26/18	There does not appear to be an Exhibit B with the SLA	Will be posted by contracts	
9	7/24/18	7/26/18	<p>Attachment F</p> <p>2.4 virus protection-we would like to make it mutual so you will not send us virus'</p> <p>4.8-SSAE16 Audits-these are done by the data center</p>	<p>1 In your proposal include language as to how it would be made mutual</p> <p>2 If these reports can be made available to the Port of Tacoma, it is acceptable</p>	
10	7/24/18	7/26/18	9-Indemnification-will you offer mutual and can there be a cap on liability	See section A paragraph 3 on how to propose alternate terms	
11	7/30/18	7/30/18	<p>Attachment D, Sections 5 "System has iOS and Android mobile apps"</p> <p>Can the system clarify what it expects in this requirement other than being able to upload from a cell phone with one of these two operating systems?</p>	<p>1 Upload, download, and view files in both mobile OS</p> <p>2 Can function with these systems. Is able to import and export to and from these software products</p>	

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12	7/30/18	7/31/18	9-10 "System works with Photo Mechanic, Photo Shop and Adobe Premier" Can the City expand upon what it expects from the use of the term "works with?"	System is able to import and export files to and from photo mechanic, photo shop and adobe premier	
13	7/30/18	7/30/18	23. System can integrate with the Port's Active Directory . . . " Is this a permissive requirement? Or Should we assume that we must propose the cost of AD integration in our cost?	This is a permissive requirement	
14	7/31/18	7/31/18	Item 6 in the published addendum states 5 GB of storage is required. Should that be 5TB?	Yes, the Item 6 response is corrected to be 5 TB.	
15	8/3/18	8/3/18	Is the expectation that this system also handles audio and video files?	Yes, some of the file types we have specified in the requirements are audio/video.	
16	8/3/18	8/3/18	We have been unable to locate Exhibit B (Port of Tacoma Service Level Agreement).	Exhibit B is mutually developed and agreed to with the successful proposer.	
17	8/3/18	8/3/18	Clarification Requested: 1-In Attachment E and Attachment F Item 2.6: 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 MerlinOne Response: Our hosted (SaaS) systems are 100% redundant, and we do real-time backups in an active-active environment. Is the requirement to have a third backup to a remote site of the data and database?	Yes	

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18	8/3/18	8/3/18	<p>8-Attachment F: Indemnification (item 9.1) MerlinOne Response: We would expect this to be mutual and that there are liability caps in place.</p> <p>Our language: "(a) Customer warrants that the Digital Assets, data and other information that it provides hereunder will not infringe or misappropriate any intellectual property rights, including without limitation any copyrights, trade secrets or trademarks, of any other party; defame any person; or violate any rights of privacy or publicity. Accordingly, Customer will indemnify, protect, defend and hold MerlinOne, and its subsidiaries, affiliates, officers, directors, agents, employees, co-branders or other partners harmless from any damage, loss or expense, including reasonable attorneys' fees, arising from a claim or demand made by any third party due to or arising out of Customer's Digital Assets submitted to the System, or Customer's and its agents', employees' and customers' uses of the Services, its connection to the Services, its violation of the Agreement, its breach of any warranty, representation or covenant herein, its violation of law, or its violation of any rights of another, provided MerlinOne gives Customer prompt written notice of the claim and its full cooperation, assistance and authority to Customer to defend and settle such matter.</p>	Not acceptable	
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		<p>(b) Customer acknowledges that some of the technology and services underlying the Services provided by MerlinOne are obtained from third party providers. Accordingly, Customer agrees that MerlinOne shall not be liable for any loss resulting from failure of electronic or mechanical equipment or communication lines; telephone or other interconnectivity problems; bugs, errors, configuration problems, or incompatibility of computer hardware or software; failure or unavailability of Internet access, problems with Internet Service Providers or other equipment or services relating to the System, problems with intermediate computer or communications networks or facilities; problems with data transmission facilities or Customer's telephone or telephone service; or unauthorized access, theft, operator errors, government actions, civil disputes, severe weather, earthquakes, acts of god, acts of war, labor disputes or any other causes beyond MerlinOne's reasonable control.</p> <p>(c) MerlinOne will indemnify, protect, defend and hold Customer, and its subsidiaries, affiliates, officers, directors, agents, and employees harmless from any damage, loss or expense, including reasonable attorneys' fees, arising from a claim or demand made by any third party that Customer's use of the MerlinOne System, Services or Software as</p>		
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		<p>authorized and contemplated by this Agreement and as made available by MerlinOne infringes the intellectual property rights of a third party, provided Customer gives MerlinOne prompt written notice of the claim and its full cooperation, assistance and authority to MerlinOne to defend and settle such matter. This indemnity does not apply if the claim is attributable to Customer's use of the MerlinOne material in combination with non-MerlinOne matter (including third party software or equipment) rather than the MerlinOne material alone.</p> <p>EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, MERLINONE SHALL NOT BE LIABLE TO CUSTOMER OR CUSTOMER'S AFFILIATES FOR ANY DAMAGES IN EXCESS OF THE FEES OR OTHER PAYMENTS EARNED BY MERLINONE UNDER THIS AGREEMENT UP TO A MAXIMUM OF FIFTY THOUSAND DOLLARS (\$50,000), IRRESPECTIVE OF THE CAUSE OF SUCH DAMAGES (INCLUDING NEGLIGENCE) AND EVEN IF AWARE THAT SUCH DAMAGE MIGHT OCCUR. FURTHER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY</p>		
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			DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, IRRESPECTIVE OF THE CAUSE (INCLUDING NEGLIGENCE) AND EVEN IF THE PARTY HAD REASON TO KNOW OF THE POSSIBILITY THEREOF."		
19	8/3/18	8/3/18	<p>Attachment F: Virus Protection (Item 2.4) MerlinOne Response: We run virus protection software as a matter of routine and will take appropriate steps when viruses are identified. In our agreements, this is mutual, and the customer agrees to try to not to send us content with viruses.</p> <p>This is our virus language: "(a) Customer will not use the Services to: (i) upload, post or otherwise transmit any Digital Assets that it does not have a right to transmit under any law, contract or fiduciary relationship, including Digital Assets that infringe any trademark, trade secret, copyright or other proprietary rights of any party; (ii) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements,</p>	See our revision.	<p>Attachment F 2.4 is updated to read:</p> <p><u>Virus Protection.</u> 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.</p> <p>The Port will not knowingly upload, post or otherwise transmit any material that</p>

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			procedures, policies or regulations of networks connected to the Services; (iv) violate any applicable local, state, national or international law, regulation or ordinance."		contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services.
20	8/3/18	8/3/18	Attachment F: Effects of Termination (Item 10.3) MerlinOne Response: Because of the amount of data (5+TB) we would return client data within 10 days on customer provided media.	This is acceptable to the Port.	
21	8/3/18	8/3/18	Attachment F: 1.12 and 2.2: SLA MerlinOne Response: We have not located Exhibit B.	See item 16 above for response.	
22	8/3/18	8/3/18	Notification: 2-In Attachment E and Attachment F Item 2.6: Seismically Braced Server Racks MerlinOne Response: This is not a normal practice for data centers in the Northeast (Boston). We do not do that.	Will consider data center location regarding this requirement.	
23	8/3/18	8/3/18	In Attachment E and attachment F (Item 4.4): Transparent Data Encryption (TDE) MerlinOne Response: Merlin uses Full Disk Encryption (FDE)	This is acceptable to the Port.	
	8/3/18	8/3/18	In Attachment E and Attachment F (4.8): SSAE16 Our hosting provider (Coresite.com) provides these audits.	This is acceptable as long as the Port gets a copy of the audit.	

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24	8/3/18	8/3/18	<p>In Attachments E & F Item 4.1: The System shall be composed of components in accordance with NIST Special Publications 800 53r4 but not limited to: Code Base, Application, Servers, Web Servers, Databases, Stored Data, Transmitted Data, Network Infrastructure.</p> <p>MerlinOne Response: Merlin is compliant with HIPAA Security Rules, and HITRUST Common Security Framework and NIST Special Publication 30 & 34. We protect our customers data.</p>	This is acceptable to the Port.	
25	8/3/18	8/3/18	<p>Attachment F: Virus Protection (Item 2.4) MerlinOne Response: We run virus protection software as a matter of routine and will take appropriate steps when viruses are identified. In our agreements, this is mutual, and the customer agrees to try to not to send us content with viruses.</p> <p>This is our virus language: "(a) Customer will not use the Services to: (i) upload, post or otherwise transmit any Digital Assets that it does not have a right to transmit under any law, contract or fiduciary relationship, including Digital Assets that infringe any trademark, trade secret, copyright or other proprietary rights of any party; (ii) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer</p>	Not acceptable.	

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			software or hardware or telecommunications equipment; (iii) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (iv) violate any applicable local, state, national or international law, regulation or ordinance."		
26					The Due date & Time is updated to read: 8/10/2018 @ 2:00 PM (PST)
27					