

Port of Tacoma Request for Proposal # 87000
Addendum #2

Date 7/30/2019

The following is additional information regarding **RFP-87000** titled **Data Center Provider** released on 7/12/2019. **The due date and time for responses remains as 8/5/2019 @ 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	7/15/19	7/16/19	Regarding (RQ1): we do have over 700 feet of space available but since we only allow public entities not Private we do not have the need to have caged environments as we do have a very high security data center.	The ability to have a cage around the space is a mandatory requirement for this procurement.	
2	7/15/19	7/16/19	Regarding (RQ3): Does the fact that the State Data Center in Olympia put us out of the running due to the fact that we are 34 miles away vs the 12 mile limitation stipulated? a. (RQ14): If this requirement has to do with line of site for a wireless connection. Do you have the ability to connect to our data center via another source like Fiber optic connection via Comcast or other carrier?	The distance requirement is related to what we believe would be a reasonable commute/drive time between our offices and the datacenter. This is a high priority (but not mandatory) requirement for this procurement.	
3	7/15/19	7/16/19	Regarding (RQ15 & 16): all our technicians are Bicsi Level 3 Certified technicians. We do not have a need for ITIL certification for the data center. We also have a Bicsi RCDD on staff.	BICSI certification is significant. The ITIL requirements are high priority (but not mandatory) requirements for this procurement.	

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4	7/24/19	7/30/19	Request for exceptions to Attachment B- Special and Purchased Services Terms & Conditions. b) and c) – Contractor will agree to the indemnifications of third party claims only to the extent that its negligence or willful misconduct is directly caused the action requiring indemnification.	Not adopted. This would be difficult to prove.	
5	7/24/19	7/30/19	Key Personnel – Contractor does not believe that there are key personnel, but Contractor will not remove key personnel except for reasons beyond its control or if the key personnel is no longer employed by Contractor.	Not adopted	
6	7/24/19	7/30/19	Conflicts of Interest – Contractor requests an exception for except for bona fide employees.	Not adopted	
7	7/24/19	7/30/19	Compliance with Laws and 16. Disputes – Contractor requests the ability to bring an action in federal court where there is jurisdiction.	Not adopted	
8	7/24/19	7/30/19	Records and other Tangibles – Contractor requests that all records will be confidential information of Contractor and available for inspection by the POT.	Not adopted	
9	7/24/19	7/30/19	Ownership of Work – Contractor will agree to grant the POT either ownership rights to or a perpetual, non-assignable license to use all tangible work product produced by Contractor under the Agreement; however, Contractor requests that the grant be tied to receipt of full payment for the work product. Contractor will retain ownership of all intellectual property, knowledge, techniques,	Will adopt as modified in the next column.	General Terms & Conditions paragraph 6 is revised to read: Ownership of Work – Contractor will agree to grant the POT either ownership rights to or a perpetual, non-assignable license to use all tangible work product produced by Contractor under the Agreement. however, Contractor requests that the grant be tied to receipt of full payment for the

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			<p>procedures, know-how, methodologies, routines, templates and methods which have been developed by Contractor in its regular course of business and not for specific use in performance of this Agreement and used in the provision of services (“Contractor Tools”). Contractor shall grant the POT, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that Contractor embeds in or provides with any work product.</p>		<p>work product. Contractor will retain ownership of all intellectual property, knowledge, techniques, procedures, know-how, methodologies, routines, templates and methods which have been developed by Contractor in its regular course of business and not for specific use in performance of this Agreement and used in the provision of services (“Contractor Tools”). Contractor shall grant the POT, upon a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that Contractor embeds in or provides with any work product. Payments will be made monthly.</p>
10	7/24/19	7/30/19	<p>Disclosure – Contractor requests that this provision be mutual to protect Contractor’s confidential information and requests deletion of the last sentence.</p>	<p>Please see our modification.</p>	<p>General Terms & Conditions paragraph 7 is revised to read:</p> <p>All information developed by the Contractor and all information made available to the Contractor by the POT, and all analyses or opinions reached by the Contractor shall be confidential and shall not be disclosed by the Contractor without the written consent of the POT. The foregoing protections will not apply to information which: (i) is or becomes generally known to the public other than as a result of Contractor’s breach of this Section 7; (ii) prior to Contractor’s receipt from POT, was obtained by Contractor from a third party who is under no obligation of confidentiality with respect to such information; (iii) is developed by</p>

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					Contractor completely independent from the confidential information of POT; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing POT with advance written notice if reasonably possible such that POT is afforded an opportunity to contest the disclosure or seek an appropriate protective order. Contractor shall have the burden of proving the existence of any of the exceptions described in this Subsection. The forgoing notwithstanding, the Contractor may not disclose any information gained as a result of this Agreement without the written consent of the POT. Contractor must clearly mark "confidential information".
11	7/24/19	7/30/19	Costs and Disbursements – Contractor agrees unless otherwise set forth in the SOW.	Not adopted	
12	7/24/19	7/30/19	Insurance – Assumption of Risk – Please see exceptions above.	See Assumption of risk.	
13	7/24/19	7/30/19	Standard of Care – Contractor shall correct all defects in the services or work identified by the POT provided that the defective services or work is not caused any inappropriate, improper or unforeseen usage of the services by the POT unless such actions are taken at the express direction of Contractor	Acceptable	General Terms & Conditions paragraph 12 is revised to read: 12. Standard of Care Contractor shall perform its work to conform to generally accepted professional standards. Contractor shall, without additional compensation, correct or revise any errors or omissions in such work. Contractor shall correct all defects in the services

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					or work identified by the POT provided that the defective services or work is not caused any inappropriate, improper or unforeseen usage of the services by the POT unless such actions are taken at the express direction of Contractor
14	7/24/19	7/30/19	Time – Contractor will make all commercially reasonable efforts to comply with the time requirements set forth in this Agreement.	Not adopted	
15	7/24/19	7/30/19	Assignability – Contractor requests that any consent not be unreasonably withheld.	Adopted, see our modification	General Terms & Conditions paragraph 14 is revised to read: Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the POT. Any consent will not be unreasonably withheld.
16	7/24/19	7/30/19	Term of the Agreement – Contractor requests 30 days' notice of all terminations and payment for all services, completed or partially, through the date of termination. Contractor requests that this Agreement only be terminated for cause upon a material breach by Contractor which it does not cure within thirty (30) days after written notice. Contractor believes that it should have the right to temporarily stop work and ultimately terminate the in the event that the POT fails to perform its obligations under the Agreement and does not cure the breach within thirty (30) days.	See our modifications.	General Terms & Conditions paragraph 15 is revised to: The effective dates of this Agreement are as specified. This Agreement may be terminated by the POT for cause when the POT deems continuation to be detrimental to its interests or for failure of the Contractor to perform the services specified in the Agreement or cure performance within 15 of notice default. The POT may terminate this Agreement at any time for government convenience in which case it shall provide 30 days' written notice to the Contractor and reimburse the

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					Contractor for its costs and fees incurred prior to the notice of termination. Contractor may temporarily stop work and ultimately terminate the Agreement in the event the POT fails to meet its' obligations under the agreement and does not cure the breach within 15 days of notice of the default.
17	7/24/19	7/30/19	<p>Contractor requests the inclusion of the following industry standard terms which have not been addressed in the RFP:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contractor requests a limitation of liability clause limiting recoverable damages to direct damages and excluding consequential and punitive damages. Contractor also requests to limit the amount of the direct damages to the amount of all fees paid or payable by the POT to Contractor. <input type="checkbox"/> Contractor requests the inclusion of a non-solicitation provision. <input type="checkbox"/> Contractor requests the inclusion of a force majeure provision. <input type="checkbox"/> Contractor requests a standard disclaimer of warranties for all implied or express warranties 	Not adopted	

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			not explicitly contained in the Agreement		
18	7/24/19	7/30/19			The updated due date and time is 8/5/19 @ 2 PM PDT
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