

REQUEST FOR PROPOSALS NO. 24-28

Specification Documentation Management System

PROPOSAL DUE DATE: June 28th, 2024

EXTENDED TO JULY 12

PORT OF SEATTLE

Central Procurement Office

Pier 69

2711 Alaskan Way

Seattle, Washington 98121

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206-773-4584

Solicitation Issue Date: May 22nd, 2024

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REQUEST FOR PROPOSALS (RFP)

Specification Document Management System

SOLICITATION NO: 24-28

BACKGROUND: The Port of Seattle is soliciting offers for a Specification Documentation Management System. Award will be made to the Proposer(s) offering the best value to the Port in accordance with the terms and conditions of the solicitation.

SOLICITATION ISSUE DATE: May 22nd, 2024

PROPOSAL DUE DATE: June 28th, 2024, at 2:00 PM. PT

Offerors are required to submit proposals no later than the due date/time set forth in the solicitation.

In order to be considered responsive, offerors must complete, sign, and submit the following documents with their proposal:

- Submittal Document 1 – Proposal Form
- Submittal Document 2 – Pricing Schedule-Appendix D
- Submittal Document 3 – Coded Requirements
- Submittal Document 4 – Narrative Questions
- Submittal Document 5 – SaaS Survey-Appendix E
- Submittal Document 6 – Entity Information Sheet-Appendix F

PORT OF SEATTLE POINT OF CONTACT:

Chelsea Ding, Procurement Officer IV, Ding.c@Portseattle.org

NOTE: Potential Proposers are instructed to read all Sections of the Solicitation to familiarize themselves with all Solicitation terms and conditions and to identify dates, times, and submittal requirements related to the development and submittal of Proposals. Proposers are further instructed to submit any questions or requests for clarification regarding this Solicitation to Vendor Connect as soon as practical.

SECTION I
INSTRUCTIONS FOR PREPARATION AND SUBMITTAL OF PROPOSAL

SECTION I - INSTRUCTIONS FOR PREPARATION AND SUBMITTAL OF PROPOSAL

1. REGISTRATION

You must register on the Port of Seattle’s Vendor Connect website to be included on the official Plan Holder’s list for this solicitation **RFP 24-28** and to receive email notification of addenda or other important information concerning this solicitation. The website is located here: <https://hosting.portseattle.org/sops/#/Dashboard>
 After you register you will receive an email with your login and a temporary password which the Port recommends you reset.

2. OVERVIEW

- 2.1.** Services: The Port of Seattle (the “Port”) solicits Proposals from qualified Vendors (Proposers) to provide a Specification Documentation Management System
- 2.2.** (hereinafter referred to as the “Services” and/or the “Work”) for the Port.
- 2.3.** Background: The Port of Seattle (the “Port”) is a municipal corporation of the State of Washington, established in 1911. The Port is a special purpose government with a separately elected Commission of five members. The Port is legally separate and fiscally independent of other state or local governments. All revenues or other receipts are disbursed in accordance with provisions of various statutes, applicable grants, and agreements with the holders of its bonds. See www.portseattle.org for additional Port information and history.
- 2.4.** The term of this contract will consist of a base term of three (3) years with seven (7) one-year additional option years, a total up to ten (10) years. The full scope of the services and requirements are specified in Section II (Agreement) and Section III (Statement of Work) of this RFP.

3. ANTICIPATED PROCUREMENT SCHEDULE

The following dates are estimates and are provided for general planning purposes only except for “Proposal Submittal Date” which reflects the required due date and time for proposals. The Port reserves the right to modify the below schedule (sequence, activities, or dates) at its discretion without notification to Plan Holders or Proposers.

Event	Date	Pacific Time
Advertise Solicitation	05/22/2024	
Pre-Proposal Conference	06/06/2024	12:00 PM PT
Questions Cut-Off	06/11/2024	2:00 PM PT

Q & A Addendum Advertising	06/18/2024	-----
Proposal Submittal Due	06/28/2024	2:00 PM PT
Best and Final Offer Amendments (if applicable) *	08/20/2024	-----
Best and Final Offer Due (if applicable) *	08/27/2024	
Notice of Intent to Award*	09/13/2024	-----
Contract Execution*	10/04/2024	-----

***Dates are subject to change**

4. DIVERSITY IN CONTRACTING

- 4.1. The Port of Seattle is committed to providing the maximum practicable opportunities for diverse businesses to compete for and participate in Port contracting opportunities. The Port’s Diversity in Contracting goal is to increase total awarded dollars and the number of diverse firms we contract with. The Port strongly encourages diverse firms to participate in this solicitation.
- 4.2. Diverse businesses are encouraged to register on the Port of Seattle Vendor Connect website at: <https://hosting.portseattle.org/sops/#/Dashboard>
- 4.3. “Diverse Firm” refers to a wide array of businesses including Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Minority Woman Business Enterprise (MWBE), Veteran Owned Business (VOB), Small Business Enterprise (SBE), Combination Business Enterprise (CBE), or LGTBQ Enterprise (LGTBQE) as defined below.
- 4.4. “Minority Business Enterprise” (MBE) is a business that is at least 51 percent (51%) owned and controlled by minority (including, but not limited to African Americans, Native Americans, Asians, and Hispanics) group members.
- 4.5. “Women Business Enterprise” (WBE) is a business that is at least 51 percent (51%) owned and controlled by women.
- 4.6. “Minority or Women Business Enterprise” (MWBE) is an umbrella term that includes MBE, WBE, and MWBEs.
- 4.7. “Minority Women Business Enterprise” (MWBE) is a business that is at least 51 percent (51%) owned and controlled by minority women (including, but not limited to African Americans, Native Americans, Asians, and Hispanics) group members.

- 4.8. “Veteran Business Enterprise” (VOB) is a business that is at least 51% owned and controlled by a veteran or service member.
- 4.9. “Combination Business Enterprise” (CBE) is a business that is 51% owned and controlled by a combination of minorities or women that would not otherwise meet the definition of MBE, WBE, MWBE.
- 4.10. “Small Business Enterprise” (SBE) is a business that meets the applicable size standards adopted by the U.S. Small Business Administration. An SBE may be either a Certified Small Business or a business that is self-declared to meet the applicable U.S. Small Business Administration size standard. NAICS codes commonly used along with the applicable Small Business Administration size standards can be found at the following web address:
<https://www.sba.gov/contracting/getting-started-contractor/make-sure-you-meet-sba-size-standards/table-small-business-size-standards>
- 4.11. “LGBTQ Business Enterprise” (LGBTQBE) is a business that is at least 51% owned and controlled by one or more individuals who identify as LGBTQ.
- 4.12. **This RFP does not have an aspirational goal.**

5. VIRTUAL PRE-PROPOSAL MEETING

- 5.1. A virtual (via Microsoft Teams) pre-proposal meeting will take place on **Thursday June 6th, starting at 12:00 P.M. PT.** Duration of this meeting is 60 minutes. This Pre-Proposal meeting will be held to discuss the RFP Requirements. Prospective Proposers are encouraged to have read through this RFP in its entirety, be present and participate, including proactively seeking clarification and asking questions. If changes to the terms and conditions of this RFP are required as a result of the meeting, written addenda will be issued via the Port’s Vendor Connect System (VCS).

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 241 066 803 474

Passcode: Rdrzck

Dial in by phone

[+1 425-660-9954,,414897675#](#) United States, Seattle

[\(833\) 209-2690,,414897675#](#) United States (Toll-free)

[Find a local number](#)

Phone conference ID: 414 897 675#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Proposers who wish to attend this meeting must pre-register and notify the Port Purchasing Representative, Chelsea Ding (Ding.C@portseattle.org), providing your firm name and name of attendee, no later than **Wednesday, June 5th, at 2:00 P.M. PT**. The title of the email shall read *"RFP 24-28 Specification Documentation Management System, "Insert company name" "Pre-proposal RSVP"* Firms that RSVP for the preproposal meeting will receive a confirmation email and an invitation to the Microsoft Team meeting.

- 5.2. The Port will attempt to address any questions or requests for clarification during the Pre-Proposal conference. Any information provided at the Pre-Proposal conference that may be construed to be inconsistent with the express terms and conditions of this RFP is unofficial and non-binding on the Port unless and until that information is issued by the Port via written RFP addenda via the Vendor Connect Site (VCS).

6. QUESTIONS & COMMUNICATIONS

- 6.1. All questions about the meaning or intent of this Solicitation shall be submitted through the Port's **Vendor Connect website under the Questions tab for RFP 24-28**.
- 6.2. Questions must be received no later than **2:00 PM PT on Tuesday, June 11th, 2024**. Questions received after this date and time may not be answered.
- 6.3. **Only questions answered by formal Addenda will be binding.** Oral and other interpretations, clarifications or submittal instructions will be without legal effect. Interpretations, clarifications, or supplemental instructions will be issued by Addenda and will be provided to all parties registered in Vendor Connect for this Request for Proposal (RFP).
- 6.4. Conflict of Interest
 - 6.4.1. Proposers have a duty to disclose all potential situations that could present a real or perceived conflict of interest or unfair competitive advantage with respect to the evaluation process or any resulting contract and must identify any such potential conflicts of interest in its Proposal. A Proposer may be precluded from competition if the Proposer, or any employees, subcontractors, subcontractor employees, or any other contracting partner(s), are determined to have a real or perceived conflict of interest.
 - 6.4.2. A conflict of interest may exist if the Proposer is unable to be impartial with respect to the Port because of other business relationships, or the contractor would have impaired objectivity in performing under a Port

Contract, or when the Proposer's business relationship with another entity could adversely impact the Port or require or result in the disclosure of confidential information.

- 6.4.3.** A proposer may also be precluded from competition if the Proposer or any of its employees, subcontractors, subcontractor employees, or any other contracting partner(s), has performed prior work for the Port related to the scope of this solicitation or the work has influenced this solicitation and the Port determines, at its sole discretion, there is an unfair competitive advantage. A competitive advantage determination may depend on factors such as what prior work was performed, the knowledge and information gained through that work and if that knowledge gives the Proposer any advantage over others in proposing on future work that cannot be appropriately mitigated.
- 6.4.4.** Any Proposer proposing an individual or including the resume of an individual who is either a former contractor or employee of the Port of Seattle or a Relative of any Port of Seattle contractor or employee who participated in a decision-making, negotiation, review, preparation, selection, supervisory or other significant activity associated with this solicitation, including all associated documents, such Proposal may be precluded from competition and ineligible for award.
- 6.4.5.** "Relative" is defined to include a Proposer's spouse, domestic partner, parent, child, sibling, aunt, uncle, cousin, niece, nephew, grandparent, grandchild, in-law, and any person with whom the Proposer has a relationship that is substantially equivalent to any of the above.
- 6.5.** Every request for interpretation, clarification or question about the RFP or its terms and conditions shall be submitted to the Port through the Port's VCS site at <https://hosting.portseattle.org/sops/#/Dashboard>. Proposers are highly encouraged to submit any and all requests for interpretation, clarification or questions about the RFP, terms, and conditions as soon as practicable throughout the solicitation phase. These requests need to include which RFP element, term, or condition in question, why it is problematic or in need of clarification/interpretation, any suggested language that may make it clearer, and why the Port should consider such a change or clarification. To be given consideration, submittal of clarifications, questions, and requests for information must be submitted no later than **June 11th, 2024**. The Proposer making this request is solely responsible for the timely submission of said request. Conditioning an offer on terms and conditions other than those contained in this solicitation will be deemed non-responsive and will be rejected.

- 6.6. Communication with the Port regarding this procurement shall only be directed to **Central Procurement Office, Chelsea Ding, Procurement Officer IV**, Ding.c@Portseattle.org

Do not communicate about this project with any other Port employee or consultant. Communication with other Port employees or consultants may cause the Proposer involved to be disqualified from submitting under this solicitation.

7. QUALIFYING PROPOSERS AND SOLUTIONS

- 7.1. The Port reserves the right to investigate Proposers as deemed necessary to determine their ability to provide the Goods and Services required for the fulfillment of this solicitation and resultant Contract. Proposer shall furnish to the Port all such information and data as required for this purpose. The Port also reserves the right to reject any Proposal if evidence submitted by Proposer or if Port investigation of Proposer, fails to satisfy the Port that Proposer is properly qualified to meet the obligations of this Contract.

8. PROPOSAL SUBMITTAL INSTRUCTIONS

- 8.1. The Port is requiring electronic Proposals for this procurement.
- 8.2. Proposals **must** be delivered through e-mail to:
e-submittals-purch@portseattle.org
- 8.3. It is the responsibility of the Proposer to ensure timely delivery of Proposals (refer to “Anticipated Procurement Schedule” section for Proposal Due Date/Time).
- 8.3.1. The e-mail shall include the RFP number, title, and due date in the subject line of the e-mail. For example: **RFP 24-28 Specification Documentation Management System, DD-MM-YYYY**
- 8.3.2. The Port’s e-mail server will not accept files larger than 10MB.
- 8.3.3. If the file is larger than 10MB please send in multiple emails, clearly label in the document title, and email subject line the email number (example: email 1 of 3, email 2 of 3, email 3 of 3).
- 8.3.4. Compressed or zipped files will not be accepted or reviewed by the Port.
- 8.3.5. The Port may use the time recorded on the email(s) received by the Port’s email server to determine timeliness.
- 8.3.6. If a Proposal is sent in multiple emails, all emails must be received by the due date and time.
- 8.3.7. Proposers are responsible for ensuring timely delivery of Proposal.

- 8.3.8. The Port is not responsible for the Proposer's technical difficulties in submitting Proposals electronically.
- 8.3.9. Proposals that are submitted late may not be evaluated by the Port.
- 8.4. Proposals shall be formatted in searchable .pdf format.
- 8.5. Pricing schedule shall be provided as stated in RFP Document No. 2.
- 8.6. Submitted Proposals shall remain open for ninety (90) days from the Proposal due date.
- 8.7. Submitted Proposals may be withdrawn by the Proposer at any time prior to contract award.
- 8.8. Modifications to Submitted Proposals may be submitted prior to the Proposal due date and time.

9. SUMMARY OF POST-SUBMITTAL PROCESS

9.1. Determination of Responsiveness

- 9.1.1. The Port will evaluate whether each proposal is responsive. A determination of responsiveness will be based upon whether all Proposal Documents listed in Section IV are completed. A qualitative evaluation will not be performed at this time.
- 9.1.2. The Port reserves the right to waive inconsequential or immaterial deficiencies in the Proposal Documents.

9.2. First Round – Evaluation

- 9.2.1. Proposals will be evaluated against the Evaluation Criteria outlined in the "Evaluation Criteria" section.
- 9.2.2. Based on the evaluation, the Port will establish a competitive range. Proposers within the competitive range (finalists) will be invited to the next phase, Demonstrations and Discussion.

9.3. Port Questions

- 9.3.1. The Port may have questions regarding individual proposals during the First Round Evaluation. If there is a need to request additional information or clarification of a Proposal, this request will be made to any or all Proposers by the buyer only.

9.4. Second Round - Demonstration and discussion (Optional step at the Port's discretion)

- 9.4.1. Finalists will provide a demonstration of their solution to the Port and respond to additional questions related to their solution and/or proposal.
- 9.4.2. The demonstration must be of the proposed solution. If a significant version upgrade is imminent, Proposer must inform the Port of these product changes. The demonstration should be of the working system

and not solely screenshots. Demonstrating scenarios applicable to the Port is helpful.

9.4.3. The Port will provide specific instructions for the demonstration prior to the demonstration and interview.

9.4.4. Information learned during the Demonstration and Interview will be used to finalize the ratings of the finalists based on one or more of the Evaluation Criteria.

9.5. **Addenda (Optional step at the Port’s discretion)**

9.5.1. The Port may issue addenda revising any part of this solicitation at any time prior to contract award.

9.6. **Best & Final Proposal (Optional step at the Port’s discretion)**

9.6.1. The Port may request “Best and Final” proposals at which point finalists are afforded the opportunity to submit revised proposals.

9.6.2. The Port may choose to engage finalists in negotiations prior to accepting their “Best and Final” proposals.

9.6.3. Final evaluations will be based on submitted “Best and Final” proposals considering the Evaluation Criteria as well as information gained from the Demonstration and Interview round.

10. **EVALUATION CRITERIA**

Below are the evaluation criteria that the evaluation team will use to evaluate each Proposal.

10.1. **Criterion 1: Overall System Functionality.** System functionality requirements and narrative questions focus on the breadth and depth of the system’s ability to meet the requirements listed in this RFP.

10.2. **Criterion 2: Technical Architecture and Security.** The technical architecture and security requirements and narrative questions focus on how the system will operate in the Port’s technical environment and the system’s ability to meet the Port’s security requirements. The Port will evaluate the proposal based on the system’s compatibility with the Port’s current technology and security standards see Section V, Appendices A&B. **NOTE: These Standards are subject to updates and revisions.**

10.3. **Criterion 3: Project Implementation, Testing, Training, and Post Implementation Support and Maintenance.** The project implementation, testing, training, and post-implementation support, and maintenance narrative questions focus on how the system will be implemented and the likelihood of success.

- 10.4. **Criterion 4: Company Strength and Background.** The Port will evaluate the system manufacturer(s) and implementor(s) proposed based on their experience with Specification Documentation Management System installed in deployments that are similar in size, scope, and complexity to the instant requirement. Proposers should focus on describing in RFP Doc 4 Narrative Response, Section 3, Company Strength, and Background along with the robustness of their product. The Port may conduct reference checks by phone in addition to a possible site visit.
- 10.5. **Criterion 5: Total Price Over Ten (10) Years.** The Port will evaluate the proposing company’s price over 10 years based on information provided to the Port in the Price Schedule DASHBOARD worksheet. The Proposer’s price will be evaluated exclusive of Washington State sales and use tax.
- 10.6. The requirements specified in the Evaluation Criteria are aligned with the RFP sections according to the following table:

Criteria	Evaluation Criteria	RFP Requirement(s)
1	Overall System Functionality	RFP Document 3 and RFP Document 4, Section 1
2	Technical Architecture and Security	RFP Document 3 and RFP Document 4, Section 2 and 4
3	Project Implementation, Testing, Training, and Post Implementation Support and Maintenance	RFP Document 4, Section 5
4	Company Strength and Background	RFP Document 4, Section 3
5	Total Price Over Ten (10) Years	RFP Document 2

11. PROPOSAL RATINGS

- 11.1. Criteria 1-4 will each be assigned a rating per the table below. The rating reflects the degree to which the proposal reflects the ability of the proposed solution and proposer to meet the Port’s requirements and an assessment of the narrative questions. In RFP Document 3 Coded Requirements, items that are listed as mandatory and high will be weighted more heavily.

- 11.2. Criteria 1 and 2 are significantly more important than Criteria 3 and 4. Criterion 3 is slightly more important than criterion 4. Criteria 1-4 combined are **significantly** more important than Criterion 5.
- 11.3. The total ten (10) year price will be evaluated but will not be rated. The degree of importance of the total ten (10) year price will increase with the degree of equality of the proposals in relation to the other factors upon which the “best value” determination will be based. **Total ten (10) year price must be determined to be reasonable for a Proposer to be considered for award.**
- 11.4. The ratings are based on the strengths, weaknesses, deficiencies, and risks of the proposal as defined in the table below:

Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements, contains multiple strengths that far outweigh any weaknesses, and the risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach, an understanding of the requirements, contains at least one strength, and the risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements, indicates an adequate approach and understanding of the requirements, and the risk of unsuccessful performance is moderate.
Marginal	Proposal has not demonstrated an adequate approach and/or understanding of the requirements, and/or the risk of an unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements, it contains one or more significant weaknesses, and/or the risk of unsuccessful performance is very high.

12. AWARD DECISION & INTENT TO AWARD

- 12.1. Award will be made to the Proposer whose proposal offers the “best value” to the Port. Best Value will be determined by an evaluation of the ratings (Criteria 1 through 4) and Total ten (10) year Price (Criterion 5).
- 12.2. The Port will issue a “Notice of Intent to Award” to the selected Proposer. All other finalists will be informed about the award decision.
- 12.3. The Port intends to execute a contract with the selected Proposer based on the contract documents contained in this solicitation including all addenda.
- 12.4. The Port may choose to conduct a third-party technical review prior to contract execution.

- 12.5.** Within 30 (thirty) days after “Notice of Intent to Award,” the selected Proposer will submit to the Port a Certificate of Insurance showing evidence of required coverage (see Agreement)
- 12.6.** Contract Execution
 - 12.6.1.** If selected Proposer fails to provide adequate insurance or the parties do not execute an agreement, the Port may award the contract to one of the remaining finalists that offers the best value to the Port.
 - 12.6.2.** Contract Execution may be subject to Port of Seattle Commission Authorization.

13. PUBLIC DISCLOSURE

- 13.1.** Documents provided to the Port become property of the Port and may be disclosed to third parties or the public. As a public agency, the PORT is subject to public disclosure laws. VENDOR agrees that pursuant to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington, the PORT may be required to disclose information provided by VENDOR. Information or documents received from the VENDOR may be open to public inspection and copying unless the Port identifies an exemption under RCW 42.56. In no event shall the Port be liable to the VENDOR for disclosure of documents and information it deems disclosable under the law.
- 13.2.** If the VENDOR believes any specific information provided to the Port meets the definition of RCW 42.56.270 for Trade Secret, the VENDOR shall clearly designate specific individual sentences and or paragraphs, as “TRADE SECRET & PROPRIETARY UNDER RCW 42.56.270” on each sentence, paragraphs, and shall indicate the basis for such exemption in a separate appendix to its proposal or subsequent contract, if any is awarded.
 - 13.2.1.** Marking of an entire page or entire document as EXEMPT, PROPRIETARY and/or CONFIDENTIAL is not acceptable and will be treated as if the marking was not on the page.
 - 13.2.2.** The PORT will not accept a legend or statement on one (1) page that all, or substantially all, of the document is EXEMPT from disclosure. Such marking is not acceptable and will be treated as if the marking was not on the page.
- 13.3.** At the Port’s discretion the PORT may notify VENDOR, of requests for public disclosure of documents and information marked as TRADE SECRET & PROPRIETARY UNDER RCW 42.56.270.

- 13.3.1.** Under the Washington State Public Records Act, Chapter 42.56.540 RCW, the VENDOR may be able to take legal action to prevent disclosure, should the VENDOR desire to do so.
- 13.3.2.** VENDOR shall be responsible for and bear the costs of taking legal action to prevent disclosure of such documents and information.
- 13.3.3.** In no event shall the PORT be liable to defend VENDOR for disclosure of VENDOR's documents and information the Port discloses under RCW 42.56.
- 13.3.4.** VENDOR's failure to (i) designate specific paragraph and sentences as TRADE SECRET & PROPRIETARY UNDER RCW 42.56.270 any specific information or documents as required herein; (ii) respond timely to the Port regarding request or (iii) attain an injunction preventing disclosure shall constitute a complete waiver of any and all claims for damages caused by any such release.

14. PROTESTS

- 14.1.** To provide a remedy to all proposers, protest procedures are available that cover (a) alleged substantive errors or omissions in the RFP Documents; or (b) regarding the decision by the Port to award the Contract or (c) notice from the Port that a Proposal is non-responsive or (d) that a Proposer is not qualified.
- 14.2.** Protest procedures are included in Appendix C of this RFP and are available in Vendor Connect.
- 14.3.** By submitting a Proposal, the Proposer acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting a Proposal.

15. PORT RIGHTS AND PROCUREMENT CONDITIONS

- 15.1.** The Port may perform an in-depth third-party technical review of the selected solution to ensure that the solution meets the Port's technical, architectural, functional, and security requirements to the Port's satisfaction.
- 15.2.** The Port accepts no liability for the costs and expenses incurred by Proposers in responding to this procurement. Each Proposer that participates in the procurement process shall do so at its own expense.
- 15.3.** If only a single responsive Proposal is received, the Proposer shall provide additional data required by the Port to analyze the Proposal.
- 15.4.** The Port reserves the right to reject Proposals for any reason.
- 15.5.** The Port, in its discretion, may refuse to evaluate a Proposal for any of the following reasons:

- 15.5.1.** Evidence of collusion. Participants in such collusion may be disqualified from submitting Proposals for the current RFP and in the future.
- 15.5.2.** Unsatisfactory performance record judged from the standpoint of conduct, workmanship, or project progress as shown by past or current contracts, with the Port or any other entity.
- 15.5.3.** Uncompleted contracts, whether for the Port or any other entity, which might hinder or prevent compliance with this solicitation.
- 15.5.4.** A proposed evaluated price or total ten (10) years price that (a) exceeds the Port's budget, (b) is so low it presents an unacceptable risk of unsuccessful performance, or (c) is otherwise determined to be unreasonable.
- 15.6.** The Port reserves without limitation and may exercise at its sole discretion the following rights and conditions regarding this procurement process:
 - 15.6.1.** The right to cancel, postpone, or extend the procurement, in whole or in part, at any time prior to the execution by the Port of a contract with no liability to the Port.
 - 15.6.2.** The right to reject any and all Proposals received from Proposers.
 - 15.6.3.** The right to waive deficiencies, immaterial informalities, and irregularities or seek clarifications or supplemental information related to a proposal.
 - 15.6.4.** The right to suspend and/or terminate the procurement process at any time.
 - 15.6.5.** The right to waive or allow corrections to proposals.
 - 15.6.6.** The right to hold meetings and conduct discussions and correspondence with one or more of the Proposers to seek an improved understanding and evaluation of the proposal.
 - 15.6.7.** The right to seek or obtain data from any source that has the potential to improve the Port's understanding and evaluation of responses by Proposers and understanding of technical capabilities of the product.
 - 15.6.8.** The right to respond to all, some, or none of the questions and/or requests for information, and/or clarifications received from Proposers relative to the procurement process or RFP documents.
 - 15.6.9.** During the evaluation process, if the Port determines that a particular requirement may be modified or waived and still allow the Port to obtain Services that substantially meet the requirements of this Contract, then the requirement(s) will be modified or waived for all Proposers via Addendum to this RFP and all Proposals will be re-evaluated in light of the change.

End of Section I

SECTION II
SAMPLE AGREEMENT

NOTE: If you are proposing a SaaS solution, you do not have to provide comments or suggested changes to this agreement. The Port will start with a successful vendor's SaaS agreement if there is one. However, the insurance requirements in Section 13 of this Agreement, and Section 22 and its associated exhibits will be included in a final agreement. The approach taken, and subjects covered, by this Agreement will be included in, and negotiated, the agreement with the successful vendor.

PORT OF SEATTLE PROJECT AGREEMENT

CONTRACT NUMBER: C-00321926

This Port of Seattle Project Agreement (“Agreement”) is entered into between the **Port of Seattle**, a Washington municipal corporation (“PORT”), and _____, a _____ corporation (“VENDOR”), as of the date of Agreement execution by the Port (“Effective Date”).

BACKGROUND

The PORT issued a Request for Proposal for **Specification Documentation Management System** (“RFP”). VENDOR’S response to the RFP (“RFP Response”) was selected as best meeting the requirements of the PORT as described in the RFP. RFP Response excludes any VENDOR form contracts included in VENDOR’s RFP response. If VENDOR has provided more than one response, the latest response shall control to the extent there is an inconsistency among the responses.

1. SERVICES, DELIVERABLES AND GOODS

- 1.1. VENDOR agrees to provide the PORT with the services (“Services”) substantially in accordance with the Scope of Work set forth in Section III and incorporated herein by this reference. Each party shall each use good faith and commercially reasonable efforts to perform their respective obligations specified in the Scope of Work to enable compliance with the schedule set forth in the Scope of Work.
- 1.2. VENDOR shall deliver the deliverables stated in the Scope of Work (“Deliverables”) according to the schedule contained in the Scope of Work. VENDOR may distribute further versions of the Deliverables to the PORT throughout the term of this Agreement as and when determined by VENDOR. If VENDOR provides the PORT with an updated version of any Deliverable during the term of this Agreement, then upon receipt of the updated version it shall be a Deliverable for purposes of this Agreement.
- 1.3. Conformance. All goods supplied pursuant to the RFP response and the Statement of Work shall conform to all requirements contained in the RFP and to any applicable codes or regulations.

2. TERM

2.1. The term of this Agreement shall commence _____ and continue through _____. The Agreement term will consist of a base term of three (3) years with seven (7) one-year additional option years. A total up to ten (10) years. Any modification to the Agreement term shall be issued by Agreement Amendment.

2.2. The total amount of this contract as of the Effective Date is
\$ _____.

3. PAYMENT

3.1. General. The PORT shall pay for the Services and Deliverables as set forth in the Statement of Work. Goods and Services provided shall be paid for at the price stated in the RFP Response. VENDOR will provide an accurate, detailed invoice indicating the goods, Deliverables and Services provided/rendered and the specific fees as they are reflected in this Agreement. Unless otherwise specifically agreed, VENDOR shall invoice only for goods and Deliverables that have been delivered and approved or Services that have been performed and approved. Unless otherwise agreed to, payment shall be net 30 days. All payments to VENDOR shall be remitted by mail or as otherwise agreed by the parties. The Statement of Work may include limitations on travel costs, whether by category of expense or total amount, or may provide that travel costs are included in the price charged the PORT. If travel costs are so included, no receipts are necessary.

3.2. Service Fees and or Maintenance payments will be invoiced monthly, or as otherwise provided in Exhibit C which is incorporated herein by this reference. Payment terms for service fees or maintenance will be net 30 days. All invoices sent to the PORT shall be sent via email to: portofseattle@invoices.corcentric.com. The purchase order number should be clearly referenced on each invoice.

3.3. Rights of Withholding. The PORT may withhold any payment otherwise due VENDOR on account of unsatisfactory performance by VENDOR. If payment is due for a Deliverable or for goods, payment may be withheld until the Deliverable, or goods are accepted by the PORT.

3.4. Acceptance of Final Payment. Acceptance of final payment by VENDOR for the Deliverables and Services shall constitute a waiver of all claims, of whatever kind or nature, by VENDOR against the PORT relating to provision of such Deliverables and Services.

- 3.5.** Accounting Records. Records of the costs for all goods and Services shall be kept in accordance with industry prescribed accounting standards. VENDOR agrees to make such records and supporting documentation available to authorized representatives of the PORT, both during the term of this Agreement and for three (3) years following the final payment for services rendered or termination of VENDOR'S services under this Agreement.

4. VENDOR PERSONNEL

- 4.1.** Highest Professional Standards. VENDOR's personnel (Vendor or Contractor) shall perform all Work under this Agreement using only the highest professional standards while maintaining full compliance with the PORT's current technical standards and procedures. When present on or about the PORT's premises, all Contractor personnel shall maintain a professional appearance and shall conduct themselves in a professional and courteous manner.
- 4.2.** Supervision and Coordination. VENDOR shall competently and efficiently supervise and direct all activities necessary to fulfill the requirements of this Agreement, as specified herein, and shall designate in writing to the PORT, a representative to act on behalf of VENDOR's firm concerning the obligations set forth in the Statement of Work and RFP Response. All communications given or received from VENDOR's Representative shall be binding on VENDOR.

VENDOR's Representative: _____

VENDOR may change the VENDOR'S Representative upon 30 days written notice to the PORT. A new Representative shall be at least as skilled as the replaced Representative. No such replacement shall cause any delay in performance of the Services or in delivery of the Deliverables.

- 4.3.** Qualified Personnel. VENDOR shall employ only qualified personnel to perform work under this Contract.
- 4.4.** Former PORT Employees. Prior to the start of any work hereunder, VENDOR must notify PORT if any personnel that will be used by VENDOR were formerly employed by PORT, and must obtain PORT's written consent, prior to the commencement of any work, for the use of such personnel.
- 4.5.** Salaries and Benefits. Personnel used or supplied by VENDOR in the performance of the work hereunder shall be employees or agents of VENDOR and under no circumstances are such personnel to be considered employees or agents of the PORT. VENDOR shall have the sole responsibility for the conduct of its employees and agents, and for payment of their entire compensation, including salary,

withholding of income and social security taxes, worker's compensation, employee and disability benefits and the like. VENDOR shall be responsible for all employer obligations towards all its employees and agents under all applicable laws.

4.6. Removal of Vendor Employees.

4.6.1. The PORT will notify VENDOR of any concerns about the performance of a person or entity assigned to perform any of the Services under this Agreement to allow VENDOR to investigate and resolve the PORT's concerns. In the event VENDOR does not resolve the PORT's concerns within thirty (30) days of notification, VENDOR hereby agrees to remove such person or entity and to replace such person or entity with another that is duly qualified for the Services.

4.6.2. Notwithstanding the foregoing, any person or entity assigned by VENDOR to perform Services under this Agreement may be removed without thirty days prior notice that fails to either:

4.6.2.1. Comply with PORT security policies and procedures, or

4.6.2.2. Any employee removed in accordance with Sections 4.6.2.1 shall be replaced with a comparably skilled individual within 30 days.

4.7. Identification Badges. VENDOR employees may be required to secure identification badges. All costs associated with securing the ID Badges are the responsibility of the VENDOR.

4.8. Safety. VENDOR shall take all necessary precautions for the safety of employees performing work under this Agreement and shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and orders to prevent accidents or injury to persons on, about or adjacent to the work site.

5. CHANGES

5.1. VENDOR Changes: Consent Required. No alteration by VENDOR of the terms, conditions, delivery, price, quality, quantities, or specifications of the Goods, Deliverables, or Services will be effective without the prior written consent of the PORT. Unauthorized substitutions will be made entirely at VENDOR's risk and at the PORT's option, may be returned at VENDOR's expense. Any request for substitution shall be accompanied by all technical data, costs, delivery, and all other information required by the PORT to evaluate the proposed substitution. When, in the sole opinion of the PORT, the proposed substitution is equal, or better, in all respects to the Goods, Deliverables, and/or Services specified, it

may be approved subject to Agreement requirements and VENDOR's assumption of all responsibility, therefore.

- 5.2. The PORT may, at any time, make changes by written change order in the Scope of Services specified in Exhibit A. If, in the opinion of VENDOR, such changes will require VENDOR to exceed the compensation specified in Exhibit A, VENDOR shall make a request, in writing, for an equitable adjustment in the maximum authorized compensation. Such requests shall be transmitted prior to incurring any time, fee, or expense related to the change in scope. Retroactive requests for equitable adjustment shall not be considered by the PORT. The amount of any equitable adjustment shall be negotiated by the parties; however, the inability of the parties to reach an agreement as to the amount of such equitable adjustment shall not delay the performance of service described by this Agreement or changes authorized by this paragraph.

6. CONFIDENTIALITY

- 6.1. Confidential Information. As used in this Agreement, "Confidential Information" includes, without limitation, any information disclosed orally or in writing by one party ("Disclosing Party") to the other party ("Receiving Party") pertaining to its operations, personnel information, networks, system, unpublished business, or financial information and specifically identified as such at the time it is provided or within a reasonable period thereafter. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the receiving party through no action or inaction of Receiving Party; (iii) is already in the possession of Receiving Party at the time of disclosure by the Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in Receiving Party's possession; or (vi) is required by law to be disclosed by Receiving Party.
- 6.2. Non-use and Non-disclosure. Receiving Party agrees not to use any Confidential Information, or any other information learned by Receiving Party relating to operations or business practices of Disclosing Party for any purpose except as

required by law and as specifically authorized in this Agreement. Subject to Section 23, for the PORT, Receiving Party agrees not to disclose any Confidential Information to third parties or to Receiving Party's employees, except to those employees who are required to have the information to perform the work under this Agreement.

- 6.3.** Maintenance of Confidentiality. Subject to Section 23 for the PORT, Receiving Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information, but in no event less than a reasonable standard of care. Receiving Party shall not make any copies of the Confidential Information unless the same are authorized under this Agreement or otherwise previously approved in writing by the Disclosing Party.
- 6.4.** The PORT shall not reverse engineer, disassemble, decompile, or perform any other process to recreate source code from any system Deliverable provided to the PORT as binary or object code.
- 6.5.** The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for a breach of Section 5 and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- 6.6.** Pursuant to the Defense of Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable for the disclosure of a trade secret if the disclosure is made for the purpose of reporting, or in connection with a retaliation lawsuit pertaining to, a suspected violation of law and the individual otherwise complies with the requirements of the Act.

7. SOFTWARE LICENSE

- 7.1.** For the system included in the Deliverables, VENDOR hereby grants the PORT a royalty free, non-exclusive, fully paid license as provided in Exhibit C.

8. PORT COMPUTING ENVIRONMENT - SECURITY AND ACCESS

- 8.1.** Security; General. VENDOR agrees, for itself and each subcontractor, if any, to comply with all the PORT's requirements in relation to the security of the PORT computing environment and otherwise, and will execute, and direct its VENDORS to execute, all documents generally required by the PORT for access to the PORT's computing environment or other restricted area. VENDOR agrees and

understands that project security measures may be incrementally implemented, as access to production data becomes more imminent. The VENDOR(s) also agree that they will comply with PORT Corporate Policy CC-7 “Electronic Systems Policy,” for any activities performed on the PORT network or site.

- 8.2.** System Access. Except as may be specifically authorized by the PORT in writing, VENDOR shall not alter any hardware or system security residing on the PORT’s hardware or systems, including, but not limited to, allowing non-read only access. VENDOR further shall not allow unauthorized traffic to pass into the PORT’s networks. If VENDOR does allow unauthorized traffic to pass into the PORT’s networks, the PORT may immediately terminate said access in addition to any other remedies that the PORT may have under this Agreement. Further, if VENDOR, at any time during the life of this Agreement, is granted remote access to the PORT’s network, or is telecommuting in any capacity, then such VENDOR will be subject to additional data security requirements of the PORT.
- 8.3.** Network Connections. VENDOR agrees to allow the PORT to perform network assessments based on a schedule mutually agreed upon by the parties. In the event a network connection is created between VENDOR and the PORT, VENDOR agrees to maintain an alert status regarding all vulnerabilities and security patches or corrective actions by subscribing to an industry-recognized service. VENDOR understands that, should The PORT assessment reveal inappropriate or inadequate security based on the pre-defined requirements for security, The PORT may, in addition to other remedies, remove VENDOR access from the PORT’s network until VENDOR satisfactorily compiles with the security requirements defined.

9. STATEMENT OF WORK

- 9.1.** Statement of Work. Contractor shall cooperate to complete the Statement of Work.
- 9.2.** System Acceptance. As defined in the Statement of Work, the Port will have final approval of all deliverables and milestones. Acceptance is based on achievement of specified Statement of Work milestones. The PORT shall notify VENDOR of any failures of the VENDOR Deliverables during acceptance review of that milestone. In the event that the PORT notifies VENDOR of such failures as defined in the Statement of Work, VENDOR shall, in its discretion, either update, repair or replace any VENDOR Deliverables until PORT acceptance. If replacement or upgrade of a failed component is chosen, all like components must be upgraded

or replaced as well. If the PORT notifies VENDOR and VENDOR updates, repairs or replaces VENDOR Deliverables, new acceptance reviews and testing, if applicable, shall be performed, within 20 days. If the PORT disputes that the VENDOR Deliverables are acceptable or have been accepted, the PORT's sole remedy shall be to either return the VENDOR Deliverables or to allow VENDOR to upgrade, repair or replace the VENDOR Deliverables according to the terms and procedures outlined in Section 11 (Warranties).

10. DELAYS

10.1. Time is of the essence of this Contract. In the event of any anticipated delay in performance of this Contract from any cause, whether deemed an excused or unexcused delay hereunder, including, but not limited to, actual or potential labor disputes, VENDOR shall give the PORT prompt notice thereof and sufficient details that include all relevant information with respect thereto, to permit the PORT to take appropriate action to minimize the effect of such delay. The VENDOR recognizes that any unexcused delay by the VENDOR in the performance of this Contract will cause inconvenience and expense to the PORT. Additionally, such delays may cause the PORT to incur substantially increased costs, including but not limited to, costs of administration, supervision, and inspection in connection with the performance of this Contract. The acceptance by the PORT of later performance with or without objection or reservation shall neither waive the PORT's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by VENDOR.

11. WARRANTIES; LIMITATION OF LIABILITY

11.1. Specific Warranties. VENDOR represents and warrants as of the Effective Date and at all times during the term of this Agreement as follows:

11.1.1. VENDOR has the unrestricted right, power, and authority to enter into this Agreement and the financial and personnel resources and other ability to provide the goods, Deliverables and Services as set forth herein.

11.1.2. VENDOR will use the care and skill that can be expected from a competent service provider in the provision of the Services, Deliverables, and any goods.

11.1.3. The Goods, Deliverables, and Services will, for a period of one (1) year after acceptance by the PORT, conform to the specifications in the RFP, RFP Response, and any documentation provided by VENDOR. In the event

that the Goods, Deliverables, or Services do not conform to such specifications or documentation, VENDOR shall, within thirty (30) days of notice from the PORT, without additional cost to the PORT, restore such Goods, Deliverables, or Services to conformity or prepare a plan to do so which is acceptable to the PORT, or refund all fees paid by the PORT to VENDOR for such non-conforming goods, Deliverables or Services.

- 11.1.4.** All Goods, Deliverables, and Services furnished under this order are new, unless otherwise indicated in the Statement of Work, conform strictly to the specifications stated in Section 11.1.3, are merchantable, of good workmanship, free from defect, are fit for the intended purpose for which such Goods, Deliverables, and Services are ordinarily employed, and the particular purpose set forth in the specifications stated in Section 11.1.3.
- 11.1.5.** VENDOR has the right and power to grant all the rights and licenses granted to the PORT in this Agreement and to provide the Goods, Deliverables, and Services as contemplated by this Agreement, and the exercise of rights granted under license to the PORT and the receipt of the goods, Deliverables and Services will not infringe upon the Intellectual Property Right or other right of any third party.
- 11.1.6.** VENDOR is currently in compliance with and shall continue to comply, throughout the term of the Agreement, with all applicable statutes, laws, ordinances, regulations, or rules adopted or established by any authorized local, state, or federal governmental branch, department, agency or other body, as they relate to the business practices of VENDOR and/or the provision and execution of the goods and Services by VENDOR under this Agreement. VENDOR further warrants that no violation of any federal, state, or local law, statute, rule, regulation, ordinance, or order will result from the manufacture, production, sale, shipment, installation, or use of any of the Goods, Deliverables, and Services.
- 11.1.7.** VENDOR has or will obtain appropriate agreements with its employees and others, including any third-party software providers, permitted subcontractors, whose services it may require, sufficient to enable full compliance with all the provisions of this Agreement, particularly, but without limitation, Section 6 (Confidentiality).
- 11.1.8.** The prices of the Goods, Deliverables, and Services charged to the PORT do not exceed those charged by VENDOR to any other customer

purchasing the same Goods, Deliverables, and Services in like or similar quantities.

11.1.9. VENDOR warrants that, as delivered, any system Deliverable shall not contain any routine, program, “virus” or any other code which (1) allows unauthorized access to, or use of, such Deliverable or any PORT computing device or network by any third party and (2) shall not contain any worm, Trojan horse or any other kind of program or routine which can damage the PORT’s computing devices or network or allow remote or automatic rendering of any system Deliverable inoperable, erased or otherwise incapable of being used by the PORT in the manner for which it was designed and delivered.

11.2. Survival of VENDOR’s Other Warranties. In the event that VENDOR provides any other/further warranties under its proposal to the PORT or incident to the delivery of any Goods, Deliverables, and Services under this Agreement, any such warranties are automatically incorporated herein and shall survive delivery, inspection, and acceptance of the Goods, Deliverables, and Services. Furthermore, in any case where VENDOR supplies goods or system from third parties, VENDOR shall pass through to the PORT to the maximum extent possible any warranties from such third parties.

11.3. LIMITATION OF LIABILITY.

11.3.1. In no event shall any party to this Agreement be liable to any other party to this Agreement for any indirect, incidental, special, punitive, or consequential damages of any kind (including, without limitation, lost profits, loss of goodwill, or data loss), whether arising in contract, tort (including negligence) or otherwise, even if a party has been advised of, or otherwise has knowledge of, the possibility of such damages.

11.3.2. In addition, each party agrees that any other party’s liability under this agreement shall be limited to the amount actually paid for services under this Agreement or, if greater, the liability limit of any policy (or policies) of insurance required by the terms of this agreement and applicable to the particular claim. This limitation shall specifically apply without regard to the form of action, whether arising in contract, tort (including negligence) or otherwise.

11.3.3. The limits set forth in Sections A and B shall not, however, apply to: (i) any right of contribution and/or indemnity that may be available to any party (whether under this agreement or otherwise) for claims by any third-party for bodily injury (including death), property damage, or

infringement or misappropriation of any patent, copyright, trademark or other proprietary right; (ii) physical damage by a party or its agents to the tangible property of another party, (iii) theft; or (iv) any willful misconduct by a party or its agents.

12. INDEMNIFICATION AND HOLD HARMLESS

12.1. General Indemnity.

12.1.1. VENDOR shall defend, indemnify, and hold the PORT harmless from all liability, claims, damages, losses and expenses (including, but not limited to, attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of the performance of this Agreement which are caused, or alleged to be caused, in whole or in part, by any act or omission of VENDOR; provided, however, that this Section shall not be construed so as to require VENDOR to defend, indemnify or hold the PORT harmless from such claims, damages, losses, or expenses caused by or resulting from the sole negligence of the PORT; and further provided, that if and to the extent that this Agreement is construed to be relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and is therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the PORT and (2) VENDOR, it is expressly agreed that VENDOR's obligations of indemnity under this paragraph shall be effective only to the extent of the negligence of VENDOR. The obligations of this paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.

12.1.2. In any and all claims against the PORT by any employee of VENDOR, the indemnification obligation of Section 12.1.1 shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for VENDOR under applicable worker's or workmen's compensation, benefit, or disability laws (including, but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). VENDOR expressly waives any immunity

VENDOR might have under such laws, and, by agreeing to enter into the Agreement, acknowledges that the foregoing waiver has been mutually negotiated by the parties.

12.2. Intellectual Property Indemnity.

12.2.1. VENDOR shall indemnify, defend, and hold the PORT harmless against any liability, claims, damages, losses, and expenses (including, but not limited to, attorneys' and consultants' fees and other expenses of litigation or arbitration) alleging that any goods, Deliverables or Services (specifically including any system, documentation, documents, or methods used or produced by VENDOR or its employees under this Agreement) infringes any Intellectual Property Right. The PORT shall promptly notify VENDOR in writing of any such action and shall provide VENDOR with reasonable cooperation at VENDOR's expense.

12.2.2. The term "Intellectual Property Right" shall mean all patent, patent applications, copyright (including registrations and applications therefor), trade secret, trademark, trademark applications and other proprietary and intellectual property rights including, without limitation, moral rights.

12.2.3. If the goods, Deliverables and Services or any part thereof becomes, or in the PORT's or VENDOR's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding arising from or alleging infringement of, or in the event of any adjudication that the goods, Deliverables and Services or any part thereof infringes on or violates, any Intellectual Property Right, VENDOR shall consult with PORT and the Parties shall endeavor in good faith to agree upon a mutually acceptable course of action; provided, however, that if the Parties do not so agree within ten (10) days of the date of notice of such infringement, VENDOR, at his own expense, shall take the following actions in the following order of preference: (i) secure for the PORT the right to continue using the goods, Deliverables and Services or part thereof; or if after using commercially reasonable efforts VENDOR is unable to do so; (ii) replace or modify the goods, Deliverables and Services or part thereof to make it non-infringing; provided, however, that such modification or replacement shall not degrade the quality, functionality, operation or performance of such goods, Deliverables and Services. The PORT may reject such substitute goods, Deliverables or Services if it is not reasonably suitable to meet the then existing functionality of the allegedly infringing goods, Deliverables or Services or part thereof. If VENDOR is not reasonably able

to modify, substitute, or otherwise obtain for PORT the right to continue using the goods, Deliverables and Services or part thereof, VENDOR may require that PORT cease using the goods, Deliverables and Services or part thereof, provided VENDOR has given PORT ninety (90) days prior written notice thereof and refunds to the PORT all sums paid by the PORT with respect to such goods, Deliverables and Services or part thereof.

- 12.3.** Scope. For purposes of Sections 12.1 and 12.2, the term “PORT” shall mean and include the PORT and its commissioners, other officers, employees, and agents, and the term “VENDOR” shall mean and include VENDOR, all of its subcontractors, suppliers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- 12.4.** Survival of Indemnities. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

13. INSURANCE

13.1. Contractor shall procure and maintain insurance in the following minimum form and limits. Insurance must be kept current and valid throughout the term of the CONTRACT. All deductibles or self-insurance retentions are the responsibility of the Contractor. Contractor may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the Contractor may carry. Coverage shall not lapse or be terminated without the insurer's written notification to the Port, delivered by mail, not less than thirty (30) days prior to any such lapse or termination. Where identified below, Contractor shall submit endorsements along with a Certificate of Insurance. Contractor shall provide evidence of insurance on each insurance renewal date, throughout the duration of the Contract. The insurance specified for the Contractor shall apply to all tiers of subcontractors.

13.1.1. Commercial general liability insurance to cover liability for property damage and bodily injury in the amount of \$2,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance shall cover liability arising from premises, operations, products completed operations, and liability assumed under an insured contract. The Contractor's insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. Port shall be named as an additional insured and shall provide an appropriate endorsement for the Port to approve. There shall be one endorsement for each of the below:

13.1.1.1. An additional insured endorsement is required to be submitted;

13.1.1.2. A waiver of subrogation endorsement is required to be submitted.

13.1.1.3. A primary and non-contributory endorsement is required;

- 13.2.** No automobile insurance is required if vendor does not access any Port sites.
- 13.3.** Contractor is responsible for complying with the Washington State laws that pertain to industrial insurance (Reference Revised Code of Washington, Title 51 Industrial Insurance) for its employees. Contractor shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Contractor's worker compensation account prior to commencing work, including those Contractors who are qualified self-insurers with the state.
- 13.4.** Subcontractors shall comply with the same insurance requirements as the Contractor.

14. TERMINATION/CANCELLATION

- 14.1.** Termination for Convenience. The PORT may terminate this Agreement, in whole or in part, for the PORT's convenience at any time and for any reason by giving a written termination notice to VENDOR and the PORT's payment to VENDOR of termination charges computed in the following manner: (1) a sum computed and substantiated in accordance with standard accounting practices for those reasonable costs incurred by VENDOR prior to the date of termination, for orderly phase out of performance as requested by the PORT in order to minimize the costs of the termination; and (2) a reasonable profit for such work performed; HOWEVER THE PORT SHALL NOT BE LIABLE TO VENDOR FOR ANY ANTICIPATED PROFIT ON THE TERMINATED PORTION OF THE STATEMENT OF WORK OR UNDELIVERED GOODS, OR CLAIMS OF UNABSORBED OVERHEAD OR OTHER FIXED COSTS. IN NO EVENT SHALL THE PORT BECOME LIABLE TO PAY ANY SUM IN EXCESS OF THE TOTAL FEES PURSUANT TO THIS AGREEMENT FOR THE TERMINATED GOODS, DELIVERABLES, OR SERVICES.
- 14.2.** Termination for Breach.
 - 14.2.1.** Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of VENDOR or its vendors, services, or subcontractors, the PORT shall be entitled, by written or oral notice to the VENDOR, to cancel the whole or any part of this Agreement for breach of any of the terms of this Agreement, and to have all other rights against VENDOR by reason of VENDOR's breach as provided by law.
 - 14.2.2.** A breach shall mean any one or more of the following events (i) VENDOR fails to make delivery of any of the goods or Deliverables or perform the Service by the date required or by such later date as may be agreed to in a written amendment to the Agreement signed by the PORT; (ii) VENDOR breaches any warranty, or fails to perform or comply with any term or agreement, in the order; (iii) VENDOR makes any general assignment for

the benefit of creditors; (iv) in the PORT's sole opinion, VENDOR becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; (v) VENDOR becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from debtors; or (vi) any receiver, trustee or similar official is appointed for VENDOR or any of VENDOR property.

14.2.3. If it be found that VENDOR was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to Paragraph 14.1.

14.3. Remedies. Any decisions by the PORT to pursue any remedy provided for in Paragraphs 14.1 and 14.2 herein shall not be construed to bar the PORT from the pursuit of any other remedy provided by law or equity in the case of similar, different, or subsequent breaches of this Agreement.

14.4. Survival. The following sections shall survive expiration or other termination of this Agreement: 3.4, 6—8, 12, 13, 19—22, and 24—33.

15. TAXES

15.1. Unless otherwise indicated in this Agreement, the PORT agrees to pay all applicable State of Washington sales or use tax. The PORT is exempt from Federal excise taxes and an exemption certificate will be furnished upon request. The price for goods and services hereunder shall include all other applicable federal, state, and local taxes, except those for which an exemption may be claimed by the PORT.

16. DAMAGE, INJURY, AND LOSS

16.1. VENDOR shall continuously maintain adequate protection of all its work from damage and shall protect the PORT's property from injury or loss arising in connection with this Agreement. VENDOR shall make good any such damage, injury, or loss except such as may be directly caused by the PORT.

17. LIENS, CLAIMS, AND ENCUMBRANCES

17.1. VENDOR warrants and represents that all goods or Deliverables delivered, or Services performed herein are free and clear of all liens, claims, or encumbrances of any kind.

18. WAIVER

18.1. Failure at any time of the PORT to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the PORT to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

19. PARTIAL INVALIDITY

19.1. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, such provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and all other provisions hereof shall remain valid and enforceable.

20. COMPLIANCE WITH ALL LAWS

20.1. VENDOR shall procure and pay for all permits and licenses and pay for all governmental inspection fees or applicable duties which are necessary and incidental to its operation in the performance of the Contract and shall give all notices required by such permits and licenses.

20.2. In the event of conflict between requirements of this Agreement, the RFP or the RFP Response and applicable laws, codes, ordinances, regulations, or orders of any competent authority having jurisdiction; or in the event of any conflict between such applicable laws, ordinances, regulations, or orders; the most stringent requirements of any of the above shall govern and be considered as a part of this Contract in order to afford the PORT the maximum benefits thereof.

21. DOCUMENTATION

21.1. All documentation and other written materials provided by VENDOR will be in the English language, unless otherwise required by the Statement of Work.

22. AFFIRMATIVE ACTION AND NONDISCRIMINATION

22.1. Non-Discrimination. VENDOR certifies that it does not, and will not, discriminate in employment or contracting with the PORT on the basis of race, creed, color, sex, age, sexual preference, marital status, national origin or the presence of any sensory, mental or physical disability (provided that such disability, upon reasonable accommodation, does not hinder the performance of the job or work), and shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state or local law or regulation regarding nondiscrimination.

22.2. Title VI. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation’s regulations, 49 CFR Part 21. VENDOR agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, subcontract, purchase or lease agreement or other agreement covered by 49 CFR part 21. Furthermore, during the performance of this Agreement, VENDOR, for itself, its assignees, and successors in interest (for purposes of this Section and its referenced exhibits only, “contractor”) agrees to both (i) comply with the covenants set forth on Exhibit B and (ii) comply with the non-discrimination statutes and authorities set forth on Exhibit C.

23. HAZARDOUS MATERIALS

23.1. If this order covers goods which include hazardous chemicals, VENDOR shall, at the time of product delivery, provide the PORT with copies of Material Safety Data Sheets (“MSDS”) for such chemicals. These sheets shall be in the form then required by applicable law or regulation (see WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

24. PUBLIC DISCLOSURE

24.1. As a public agency, the PORT is subject to public disclosure laws. VENDOR agrees that pursuant to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington, the PORT may be required to disclose information provided by VENDOR. In no event shall the PORT be liable to VENDOR for disclosure of VENDOR’s documents and information it deems necessary to disclose under the law.

25. GOVERNING LAW/VENUE

25.1. The laws of the State of Washington, excluding its choice of law rules, shall govern disputes concerning this Agreement and the venue of any action relating hereto shall be in the state or federal courts for the County of King, State of Washington.

26. HEADINGS

26.1. The headings contained in this Agreement are for the convenience of reference only and shall not affect the construction hereof.

27. ANTITRUST ASSIGNMENT CLAUSE

27.1. VENDOR and the PORT recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the PORT. VENDOR therefore hereby assigns to the PORT any and all claims for such overcharges as to goods purchased in connection with this Agreement, except as to overcharges which result from antitrust violations commencing after the price is established under this Agreement and which are not passed on to the PORT under an escalation clause.

28. SUBCONTRACTING/ASSIGNMENT

28.1. VENDOR shall not subcontract or assign its obligations under this Contract without the prior written consent of the PORT. To the extent the PORT permits any subcontracting, VENDOR shall require that these Terms and Conditions apply to its subcontractors at all tiers, except as otherwise provided. The VENDOR shall make available to each subcontractor, copies of the Contract Documents to which the subcontractor is to be bound.

29. DISPUTE RESOLUTION

29.1. The parties shall meet in good faith to resolve any disputes. In case of a dispute the parties are unable to resolve, the parties agree to each provide one senior executive. The senior executives will meet within 30 days and attempt to resolve any such dispute. Only after resolution by such senior executives has failed, or after the 30-day period has expired without such resolution, may a party commence litigation.

30. ENTIRE AGREEMENT

30.1. This Agreement, its Exhibits, together with the RFP and the RFP Response, constitute the entire understanding between the PORT and VENDOR with respect to the purchase and sale or licensing of the goods, Deliverables and any Services and supersedes all previous negotiations, commitments, and writings with respect thereto. Should there be any conflict among these documents this Agreement and its Exhibits shall control. All Exhibits are incorporated into this Agreement by this reference. The parties agree that no end user license agreement, clickwrap, browse wrap or similar license requiring a user to manifest assent to its terms in order to use system provided by VENDOR (other than off the shelf third party system) shall in any way be binding on the PORT, regardless of an employee's manifesting such assent. Any amendments to this Agreement must be in writing signed by both parties.

31. COUNTERPARTS

31.1. This Agreement may be signed in one or more counterparts, all of which shall constitute one and the same instrument.

32. NOTICES

32.1. Notices shall be deemed given upon receipt or upon confirmation of receipt. Notice may be given by (i) regular mail, including certified or registered mail, (ii) delivery by overnight courier, or (iii) email.

33. AUDITS AND RETENTION OF RECORDS:

33.1. The PORT or its designees and other authorized representatives will have the right to inspect, audit or copy documents for the evaluation and determination of any issue related to the Contract or to vendor's performance thereunder, specifically including but not limited to any claims brought by GPS Vendor

33.2. For the above-referenced purpose, all of the documents related to the Contract will be open to inspection, audit, or copying by the PORT or its designee:

33.2.1. During the Contract Term;

33.2.2. For a period of not less than six (6) years after the date of the expiration or termination of the Contract; and

33.2.3. If any claim, audit, or litigation arising out of, in connection with, or related to the Contract is initiated, all documents and records shall be retained until the resolution or completion of any litigation, claim or audit.

33.2.4. Vendor shall retain the documents related to the Contract for the periods required above. Vendor shall also ensure that the documents of all suppliers shall be retained and open to similar inspection or audit for the periods required above by incorporating the provisions of this Audit Paragraph into any Contracts with suppliers related to the Contract.

33.3. Vendor and any subcontractors or suppliers will make a good faith effort to cooperate with the PORT, its designees and representatives when the PORT gives notice of its need to inspect or audit documents, including providing adequate facilities reasonably acceptable to representatives of the PORT during normal business hours. Cooperation shall include assistance as may be reasonably required in the course of inspection or audit, including access to personnel with knowledge of the contents of the records being inspected or audited so that the information in the records is properly understood by the

persons performing the inspection or audit. Cooperation shall also include establishing a specific mutually agreeable timetable for making the records available for inspection by the PORT’s representatives. If vendor cannot make at least some of the relevant records available for inspection within seven (7) days of the PORT’s written request, cooperation will necessarily entail providing the PORT with a reasonable explanation for the delay in production of records.

- 33.4.** No additional compensation will be provided to Vendor or its subcontractors or suppliers for time or money spent in complying with the requirements of this Audit Paragraph. If Vendor is formally dissolved, assigns or otherwise divests itself of its legal capacity under the Contract, then it shall notify the PORT and preserve all documents, at its expense, as directed by the PORT.
- 33.5.** This Audit Paragraph shall survive for six (6) years after the termination or expiration of the Contract, or conclusion of all Claims, audits, or litigation, whichever occurs later.

This Agreement is entered into as of the Effective Date.

PORT OF SEATTLE

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Address: 2711 Alaskan Way
Seattle, WA 98121

Address: _____

Phone No.: (206) 787-3000

Phone No.: ()

Fax No. (206) 274-4959

Fax No. ()

Email: Ding.C@Portseattle.org

Email: _____

Vendor must complete the following information:

Type of ownership (check the appropriate box): <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Taxpayer Identification Number ("TIN"): Employer Identification Number ("EIN"): _____ OR Social Security Number ("SSN"): _____
Washington State Unified Business Identifier ("UBI") Number:

Exhibits:

Exhibit A: Additional Non-Discrimination Covenants

Exhibit B: Pertinent Non-Discrimination Authorities

Exhibit C: Software License

EXHIBIT A

– Additional Non-Discrimination Covenants –

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, regarding the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT B

– Pertinent Non-Discrimination Authorities –

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT C
Software License

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End of Section II

SECTION III
SCOPE OF WORK

**SECTION III
SCOPE OF WORK**

1. Overview

1.1. The selected Proposer will provide a COTS (commercial off the shelf) Specification Documentation Management solution designed specifically to support the management of template specifications and project-specific specifications for construction contracts at Port of Seattle. The chosen proposer is required to offer implementation services, oversee project management, conduct commissioning, provide training, deliver software, furnish software licenses, and manage software installation services, which also encompass applicable upgrades.

2. Company Strength and Background/Technical Architecture

2.1. The Port expects to procure a Specification Documentation Management solution from a company that has extensive experience delivering solutions that are in alignment with the Port’s requirements as defined in Document 3 Coded Requirements. The Port strongly prefers technology that adheres to the Port’s technology and security standards; see Appendices A & B. Also, the Port strongly prefers a vendor with significant understanding of CSI Master Format, and experience developing solutions for Design and Construction Management business operations (i.e. Guide Specifications and Construction Contract Templates).

2.2. This RFP will also set a Port standard and foundation for future Specification Documentation Management system requirements for a period of ten (10) years. See Document 3 Coded Requirements for more detail.

3. Term

3.1. The Term of this contract is three (3) years with seven (7) one-year additional option years, a total of ten (10) years.

4. Glossary of Terms

1	Term or acronym	Definition
---	-----------------	------------

2	External Users	External users (i.e. consultants) without a Port of Seattle email address.
3	Internal Users	Users that have an assigned a Port of Seattle email address
4	CSI	Construction Specifications Institute, a professional association that provides standards and formats for construction specifications and related documents.

5. Current Environment

- 5.1. The Port maintains a set of Microsoft Word document templates known as the Guide Specifications. These function as the baseline for development of project specifications for many different types of projects.
- 5.2. In a typical project, the process of creating contract documents involves a significant manual effort, particularly in managing Guide Specification templates and project-specific specification documents (almost entirely managed as MS Word documents). Guide Specification templates are developed and maintained by Port staff. Both internal and external users may contribute to the development of project drawings and project technical specifications. These technical specifications are based on the Port’s predefined templates (Guide Specifications) and design standards.
- 5.3. As the technical packages progress to 30% or 60% design development, the Port construction management and contract administration teams engage in a manual process, using templates to craft project-specific general requirements for construction (Division 01), as well as bidding requirements, contract forms, and conditions of the contract (Division 00). This manual work is undertaken by numerous users (both internal and external to Port of Seattle), with potentially several hundred individuals working on development of these documents concurrently. A single modestly sized project can easily have several dozen different applicable specification sections.
- 5.4. After achieving 100% design completion, all the specification documents are carefully assembled into a Project Bid Manual. This comprehensive manual is then combined with project bid drawings and other relevant documentation. Throughout the advertisement period, the Contract Documents may undergo several revisions through Addenda, further intensifying the manual workload.

5.5. Upon selecting a contractor, the Project Bid Manual and Drawings undergo a meticulous process of conformation with Addenda changes, transforming into the final, conformed, Project Construction Manual. Highlighting the manual element of these procedures underscores the complexity, and error prone state of the specification document management process in the existing environment.

6. Current Business Process Limitations

6.1. The current specification document management process exhibits various business limitations. Specifically, the common use of "Direction Boxes" as a redundant template tool (directions in plain text for users to learn about how to customize the templates) could benefit from an enhanced system, minimizing the need for manual actions.

6.2. Multiple templates for a single section, like "Section 01 10 00 - Summary of Work," indicate potential streamlining opportunities through a more intelligent system with project-specific rules. Repeated common data elements across various documents presents challenges in data integration and project creation, thus increasing the likelihood of errors. Referencing other documents throughout the process increases error risks, emphasizing the necessity for intelligence and rules to ensure conditional actions based on specific sections. Lastly, the manual assembly of documents into a single PDF during the finalization of project manual documents is an error-prone and time-consuming process.

7. Future Environment

Port of Seattle envisions a future wherein acquiring a cloud-based Specification Documentation Management Software solution establishes a pathway to a smooth and effective workflow, enhances collaboration, and drives efficiency through a set of features designed to optimize the following key aspects:

7.1. Guide Specification Template:

7.1.1. Each template should have a revision date field to identify which version of the document is used for a project. Often a project is under development for many months or even years and a revision to the template may occur, so we need to easily identify if the document is the most current and what revision was made to the template.

7.1.2. Each template revision should be logged for historic purposes. There should be one location/log to view all the revisions. This log should be able to be sorted by date/document number or any identification number.

7.1.3. Global template updates should be available. Updates to ASTM (American Society for Testing and Materials) Standards, building codes, & other

national standards throughout multiple documents. Control over updates that occur so that updates do not outpace code or overwrite key unique provisions (e.g., for where an updated code has been published but the local jurisdiction has not yet adopted it). Updating should be able to be turned on or off at certain times for certain update types. Automatic updates to any inter-specification referencing should be included.

7.1.4 The system must allow owner-specific specification sections, document organization, and provisions, including maintenance of that owner-specific content through any updates.

7.1.5 Guide Specification templates will be managed by up to several dozen internal users.

7.2. Project Specific:

7.2.1. Project-specific specifications are derived from the Guide Specification Templates.

7.2.2. Project-specific specifications will be edited by up to several hundred internal and external users, with users only granted access to their specific project(s).

7.2.3. After a Bid Set Project Manual is created, the system must have the ability to track changes made during the advertisement period via addendum. This must include the ability to save the bid set documents and then create the Conformed Project Manual with the changes incorporated into a fresh document.

7.2.4. The system must have the ability to take the Guide Specification Templates and share them as Word documents with Designers to create project-specific specifications. Designers will make technical edits, allow for the Port to see their edits, and then upload those edits back into Port's specification management system to make into one cohesive document.

7.2.5. As hundreds of different external individuals develop project-specific specifications each year, the ability to share Word documents with consultants without special software or systems is critical to functionality.

7.2.6. As collaboration with multiple authors and reviewers occurs on each document, the ability to track changes and their author is critical.

7.2.7. Automatic Updates: System shall allow control over automatic updates, allowing them the options to either accept or reject them. Furthermore, it shall provide control while a project specific template is being actively worked upon.

- 7.3.** The system must allow for the ability to turn on and off clauses depending on Contract type (rules). Examples include but are not limited to:
 - 7.3.1.** Airport/Maritime sectors (different permits, jurisdictional authority, regulations, etc.).
 - 7.3.2.** Different Contract Types:
 - 7.3.2.1** Design-Bid-Build
 - 7.3.2.2** Major Works Unit Price
 - 7.3.2.3** Small Works Unit Price
 - 7.3.2.4** Small Works Lump Sum
 - 7.3.2.5** Small Works Under \$40K
 - 7.3.2.6** Job Order Contracting (JOC)
 - 7.3.2.7** Traditional Design-Build (DB)
 - 7.3.2.8** Progressive Design-Build (DB)
 - 7.3.2.9** General Contractor-Construction Manager (GC/CM)
 - 7.3.2.10** Building Engineering System (BES)
 - 7.3.2.11** Non-Federal funding/Federal funding
 - 7.3.2.12** Unit Price/Lump sum
 - 7.3.2.13** Over \$1 million
 - 7.4.** The system should include a tool for providing built-in instructions for how to fill-out or select and either/or option in a clause. For instance:
 - 7.4.1.** Liquidated Damages – when to add them and what needs to be included.
 - 7.4.2.** Insurance requirements if driving on the Aircraft Movement Area (AOA).
 - 7.5.** System integration with BIM/Revit is preferred.
 - 7.6.** The system must have the ability to print to a pdf and maintain hyperlinks from the original file.
 - 7.7.** The system must have the ability to take a template and edit in a Word or Excel file and then save back into the system.
- 8. Technical**
- 8.1.** Meets applicable Port of Seattle Technology Standards and Information Security Standards. Please see appendix A and B.
 - 8.2.** Supports Single Sign On (Azure AD).
- 9. Benefits:** This project will result in overall process improvement at Port of Seattle:
- 9.1.** Efficiency with automated process to better accommodate increase in project intakes.

- 9.2. Improve accuracy of the design and reduce possibility of change orders or inaccurate bid prices due to conflicting, outdated, or inaccurate information.
- 9.3. Improve efficiencies and speed in the development of the Project Manual/Bid Documents.
- 9.4. Consistent contract language between projects while managing variation for different project types.
- 9.5. Streamlined contract language updates.
- 9.6. Consistency in the templates can help the Port create effective SOP's that align to those sections.
- 9.7. Updated Port information in one place to have the most current contact information in our documents would reduce the gap in communications between the Port and Contractors.
- 9.8. Reduce possibilities of protests due to conflicts or ambiguity in division 00's.
- 9.9. Reduce Sole Source mistakes which would violate Port Policies and deter manufacturers from bidding. This would increase the response from the bidding community.

10. Vendor Project Deliverables

- 10.1. Vendors must include in their cost proposal, at a minimum, the project deliverables listed in this "Vendor Project Deliverables" section. In Section IV Proposal Documents, Document 5 Narrative Questions, vendor can provide more information on how these deliverables will be accomplished. It is important to note that this Vendor Project Deliverables section may not include each task that will be required. During contract negotiations, the Port and selected vendor will finalize the project deliverables in the contract Statement of Work (SOW). In general, the vendor will perform the following project deliverables. The Port is receptive to an iterative approach.

11. Project Implementation

- 11.1. Project Management: Provide a Project Manager (PM) as the main point of contact for the Port. This PM is responsible for project planning (project plan and schedule), monitoring, and controlling activities including creating and maintaining a project plan, coordinating, and facilitating meetings, providing ongoing status, etc. The Port will also provide a Project Manager to coordinate Port resources and activities. The project manager will use Microsoft (MS) Project for the above-mentioned project activities.

- 11.2.** Analysis and Development: Work with the Port on system design and architecture.
 - 11.2.1.** Develop and document requirements including business process gaps, system configuration, and, if applicable, development and interface/integration.
 - 11.2.2.** Lead gap analysis and requirements workshop(s) with Port personnel.
 - 11.2.3.** Develop system-system interfaces and other functionality as required. Work with the Port, Port partners/customer, and other vendor(s), as required.
- 11.3.** Documentation: Provide required documentation for all phases of the project.
 - 11.3.1.** At a minimum, the following are required: project plan including MS Project schedule; business and system requirements including gap analysis and configuration documents; testing and training (see below) documents; and installation and maintenance documents.
 - 11.3.2.** If applicable to the project, the following are also required: use cases/user stories; user experience (UX) mock-ups; development requirements; data dictionary(ies); system architecture and design documents and diagrams; API manual; data migration plan; hardware specifications (servers, storage, cabinets, network devices, etc.); list of bills of materials; operating instructions; and network/system diagrams.
 - 11.3.3.** The Port must approve final documents.
- 11.4.** Environment: If applicable, assist the Port in the building, setup, and installation of software on test, pre-production, and production environments, etc., according to vendor and Port requirements. Vendor will not have direct access to production environments. Port monitored access will be supported.
- 11.5.** Implementation:
 - 11.5.1.** If applicable, provide software and hardware that adheres to manufacturers' warranty(ies).
 - 11.5.2.** Configure, test and train (see below section 12 and 13), and deploy system including functionality, user privileges, reports, dashboards, etc., in all applicable environments.
 - 11.5.3.** Perform deployment activities required to deliver the solution to the Port's satisfaction.

12. Testing

- 12.1. Test Plan: Deliver a Port-approved test plan that includes the following: overall approach; in-scope and out-of-scope areas; testing roles and responsibilities; testing approach for different test types (i.e. functional, regression, end-to-end, security, performance, stress, cutover, user acceptance); and test plan for different environments (development, vendor and Port quality assurance, user acceptance) and platforms (devices/versions, browser/versions, operating systems/versions); detailed MS Project schedule for all test types; process for issue tracking; approach to Port oversight of cases, results, and tracking.
- 12.2. The Port would prefer the vendor to come up with a test plan template, and it can then be evaluated by Port staff as deemed necessary.
- 12.3. Test Cases: Develop Port-approved test cases that include the following: test system functionality and configuration as defined during analysis categorized by test type.
 - 12.3.1. The vendor will provide test cases in a spreadsheet (csv format).
 - 12.3.2. Identify the tools used for test case management, test execution, and issue tracking.
- 12.4. Tester(s): Provide an on-site/off-site test resource(s) to configure and conduct end-to-end system testing in all environments.
- 12.5. **Execution:** Test the system functionality and configuration using the test cases. Note: Port staff may also conduct ad hoc testing. Testing will be observable by Port staff. Test results will be made available to Port staff after each test run as requested.
- 12.6. **User Acceptance Testing:** Track and coordinate with Port staff the execution of user acceptance tests.
- 12.7. **Issue Tracking:** Track and manage issues including the following: identifying defects; tracking resolution; and re-testing until acceptable. The vendor will correct any identified issues within a reasonable timeframe.
 - 12.7.1. The vendor will provide issues in a spreadsheet (csv format) and/or provide Port read/write access to vendor's tracking system, enabling Port to make comments, as well as accept or reject test items.
 - 12.7.2. Describe your testing methodology for each test type in your test plan. Clearly describe deliverables, roles, and responsibilities.

13. Training

- 13.1. Provide system training for up to ten system administrators.

- 13.1.1.** Training Manuals: Provide training and end-user documentation and/or online “help,” as required. Port prefers the option of physical and/or PDF as well as online training and “help.” Provide system documents including technical maintenance, backup, and restore processes and procedures.
- 13.1.2.** Describe the training methods and materials that you provide, e.g., on-site, remote, include typical duration.
- 13.1.3.** Describe any user group support for your system. If this support exists, is it an online forum and/or periodic remote available meetings?
- 13.1.4.** Detail the training that is included in your proposal as well as options/costs for additional training if requested.
- 13.2.** Describe whether a “Train the Trainer” option is available to the Port.

14. Post Implementation Support & Maintenance

- 14.1.** Provide Tier 1 if SaaS solution or Tier 2 if on-premises solution. The Port is interested whether we can get a close to 24x7/365 support or a minimum of M-F 8 a.m. to 6 p.m. PST after go-live support as documented in an agreed upon service level agreement (SLA) that includes escalation procedures for system issues, expected vendor response time, guaranteed uptime (e.g. 95% uptime), etc. Additionally, Port expects to be informed of scheduled outages and outage duration.
- 14.2.** Manuals: Provide warranty documents.
 - 14.2.1.** Provide a copy of your standard Service Level Agreement or Maintenance & Support Agreement, as applicable to your proposed solution (not included in page limit). Include hours of availability (Pacific Time). Include in the Cost Worksheet any optional/additional support.
- 14.3.** Define your problem severity levels and include the response times by severity level.

Example

Severity Level 1

Definition	
Supplier Response Commitment	
Escalation	
Port Response Commitment	

Severity Level 2

Definition	
Supplier Response Commitment	
Escalation	
Port Response Commitment	

- 14.4.** Describe your process for implementing patches and upgrades that are included in your maintenance contract.
 - 14.4.1.** How many a times a year do you release business functional patches and/or upgrades?
 - 14.4.2.** How do you communicate the need for these changes as well as for critical security patches?
 - 14.4.3.** Can releases be deployed with automated tools to push the new versions to client PCs (if client/server)?
- 14.5.** Describe post-implementation support including phone and/or website support, as well as escalation procedures.

End of Section III

SECTION IV
SUBMITTAL DOCUMENTS

SECTION IV – SUBMITTAL DOCUMENTS

1. RFP SUBMITTAL DOCUMENT CHECKLIST

This Checklist identifies the RFP Documents that must be submitted in this Proposal in order to be consider a responsive offeror.

#	RFP SUBMITTAL DOCUMENTS	ARE DOCUMENTS COMPLETED AND ENCLOSED?	ARE DOCUMENTS SIGNED?
1	Proposal Form		
2	Pricing Schedule		
3	Coded Requirements		
4	Narrative Questions		
5	SaaS Survey		
6	Entity Information Sheet		

SUBMITTAL DOCUMENT 1 of 6 - PROPOSAL FORM**Instructions:**

To receive consideration for award this form must be completed, signed, and submitted electronically, on or before **2:00 PM Pacific Time, 06/28/2024**.

1. Having carefully examined the Contract Documents entitled **24-28 Specification Documentation Management System** the undersigned offers to furnish all the labor, materials, and other services necessary to provide the Services required by and in strict accordance with these Documents and the implied intent thereof as shown on RFP Submittal Document No. 2, Pricing Schedule.
2. Taxes: This proposal does not include State of Washington or Local sales tax.
3. Withdrawal: This proposal will not be withdrawn within ninety (90) days after the actual date of the opening thereof.
4. Proposer agrees, if this proposal is accepted, to enter a Contract with the Port in the form of the Contract contained in the RFP Documents and to begin the service within sixty (60) days after contract execution, unless otherwise agreed by the parties.
5. Receipt of Addenda numbered ____ through ____ are hereby acknowledged.

Dated this _____ day of _____, 2024.

PROPOSER: _____

BY: _____
(Signature)

PRINT NAME: _____
(Print Name of Signer)

ADDRESS: _____

PHONE() _____ ZIP CODE: _____

EMAIL: _____

SUBMITTAL DOCUMENT 2 of 6 - PRICING SCHEDULE

Instructions:

1. Proposers are required to use the Pricing Schedule, Appendix D, provided in Vendor Connect as part of their response to this RFP.
2. In the Excel, either using header or footer, include the RFP number and RFP title such as **RFP 24-28 Specification Documentation Management Solution**
3. Pricing entry instructions:
 - 3.1. There are four worksheets in the workbook.
 - 3.1.1. Non-recurring price.
 - 3.1.2. Recurring price (annual).
 - 3.1.3. Proposal Dashboard which summarizes recurring and non-recurring price.
 - 3.1.4. Any additional pricing lists all items that are not mandatory (high, medium, beneficial) and not coded "I," in Submittal Document 3: coded requirements.
 - 3.2. Pricing information should be entered in the shaded cells.
 - 3.3. Unit rates shall include all prices in \$USD; no additional charges shall be applied to invoices. This means the unit prices shall be fully burdened which includes but it is not limited to (salaries, benefits, per diem, etc.)
 - 3.4. Prices provided in this RFP Pricing Schedule shall not include Washington State sales or local retail tax.

SUBMITTAL DOCUMENT 3 of 6: CODED REQUIREMENTS

Proposer:

(Type or Print Company Name)

General: It is the intent of these specifications to describe services which are to be supplied under this Contract.

Description of Use: The Services required by this Contract will be to provide a Specification Documentation Management System.

Pricing:

All mandatory items and all items with the coded response “I” in this RFP Document No. 3 must be included in your pricing provided in RFP Document No. 2.

For items that are not mandatory (high, medium, beneficial) and not coded “I,” please provide the cost to add these items to your proposed product in the comments section as well as in the 4th tab labeled “additional pricing” in RFP Document No. 2: pricing schedule spreadsheet.

Each requirement in this section includes a description and priority followed by fields for each proposer to provide a coded response and proposer comments. Please read the priority definitions below:

Priority	Description
Mandatory	Stated requirement is Required ; proposals <u>not</u> meeting mandatory requirements will not be considered.
High	Stated requirement is Highly Desirable and will be implemented if feasible to do so.
Medium	Stated requirement is Desirable , however, if implementation costs are too great, it will be excluded.
Beneficial	Stated requirement is Nice to Have and will be included if implementation does not significantly impact cost.

Proposer must enter the most appropriate Code in the ‘Coded Response’ column for each requirement listed. **Use only the Codes listed below to provide a response for each row and only list one Coded Response per row.** Include additional information in the ‘Proposer Comments’ column as indicated or for further description.

Coded Response	Description
I	Functionality is Included in the current released version of the proposed system. It does not require modification, customization, or integration. This includes options which are configurable during implementation or configurable by an administrator or other user.
TP	Requirement is met using a Third-Party solution or service. Please describe third-party solution in Proposer Comments and include estimated cost in Cost Worksheet.
P	Functionality is Planned for a release within 3 years, and when released, it is included in an annual maintenance contract.
M	Functionality is provided with Modifications to the proposed system that does not have an adverse effect on future upgrades. For example, functionality that DOES NOT require a modification to the product’s base platform. Please describe modifications needed and estimated cost (if applicable) in Proposer Comments and Cost Worksheet.
C	Functionality is possible with Customization that requires customized upgrades. For example, functionality that requires a modification to the product’s base platform. Please describe customization needed and estimated cost (if applicable) in Proposer Comments and Cost Worksheet.
D	Possible via Developed functionality using vendor supplied API or SDK Please include in Cost Worksheet
NS	Functionality is Not Supported in the currently released version, nor is it planned for future inclusion in the proposed system.

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
General System Requirements				
1.	Mandatory	The System must log and exhibit an audit trail. This recorded information should encompass user logins and the date and time of modifications made to specifications.		
2.	Mandatory	System must be able to accept and manage a variety of file types minimally including MSWord Excel, PowerPoint, PDFs, JPEG, MSG (Outlook) and must support new versions of those programs within a reasonable time from their releases.		
3.	Mandatory	The system must support concurrent collaboration by multiple users on identical or similar templates, providing notifications to other users regarding ongoing modifications, while ensuring that the latest and pertinent changes take priority to minimize disruption to collaborative work.		
4.	Medium	The system incorporates user-friendly features, including keyboard shortcuts, tabbed keyboard control, mouse navigation, and hover help, to enhance usability.		
5.	Medium	The system provides users with the capability to concurrently browse, download, and upload multiple files using batch upload or batch move features, in addition to supporting single-file upload and download functionality.		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
6.	Beneficial	The system shall enable the individual users to have tailored workspaces such as 'Project view' where the user can easily navigate to the required projects as assigned to their roles (based on projects assigned/user roles)		
7.	Beneficial	System shall have the documentation retention capabilities		
Generic Software Solution Specific Requirements				
8.	Mandatory	Solution serves as the needs of Specification Document Management software.		
9.	Mandatory	The Port needs to accommodate several hundred internal users annually, recognizing that user numbers may fluctuate due to staff changes, project advancements, and closures. This includes several hundred requiring project-specific specification access as well as several dozen requiring Guide Specification Template access.		
10.	Mandatory	The Port requires the capability to support several hundred external users on project-specific specification documents each year, acknowledging that the user dynamics will shift due to changes in staff, project progress, and closures.		
11.	Mandatory	The system must support online collaboration for all users, enabling content updates, edits, and document downloads in MS Word or Excel formats.		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
12.	Mandatory	The system shall have a flexible license structure where user access (both internal/external) can be granted at ease by authorized Port of Seattle’s staff. Furthermore, it should possess the capability to identify inactive users and notify staff accordingly about their availability status.		
13.	Mandatory	The system must have the ability to print to a pdf and maintain hyperlinks from original file.		
14.	High	Software should be Construction Specification focused, adhering to CSI (Construction Specifications Institute) format guidelines.		
15.	High	The system should be capable of identifying changes across different contract types within organizational divisions, including Aviation, Maritime, and Non-Aviation, and should provide targeted implementation of updates within specific subsets such as Design/Build/Bid/FAA rules.		
16.	High	The system should ensure that only authorized users have the privilege to review, approve, and apply modifications to contracts.		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
17.	High	The system needs to support the incorporation of owner-specific specification sections, document organization, and provisions, while guaranteeing the preservation of owner specific content during updates to maintain consistency and accuracy throughout the system.		
18.	High	The system should integrate a tool or provide built-in instructions within the system to aid users in completing essential fields when submitting templates. This tool will serve as an inherent system checklist, ensuring that all required and crucial fields are accurately filled out.		
19.	High	The system should enable the system administrators to modify the built-in system tool or instructions as necessary. This capability allows administrators to tailor the system’s assistance features to meet evolving user needs and organizational requirements.		
20.	High	The system should have the ability to download a template and edit it into a word or excel file then having the ability to save that file back into the system successfully.		
21.	Beneficial	The system integrates with BIM/Revit.		
User Access/System Permissions				
22.	Mandatory	System must provide ‘System Administrator’ access at Global template level, as well as at the project level.		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
23.	Mandatory	The list of system administrators should be modified, configured by adhering to approval process.		
24.	Mandatory	The system must implement role-based permissions for both internal and external users, granting them access to specifications at the project level, internal users should have the ability to view, edit, and save changes to their assigned projects, as well as any additional projects to which they have been granted access.		
25.	Mandatory	The system must ensure that the external users can access specifications only for the projects to which they are specifically assigned. The system must validate and restrict external users' access to specifications, preventing them from accessing projects for which they do not have explicit assignment.		
26.	Mandatory	Internal/External users must have the authority to edit, implement changes, and save modifications to specifications within the projects to which they are assigned.		
27.	Mandatory	Users (both internal and external) must be able to collaborate cohesively and concurrently to work on specifications as needed.		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
28.	Mandatory	The editing process for templates will proceed without alteration regardless of the origin of the changes-whether they are made by internal or external users, meaning those with either Port or Non- Port of Seattle email addresses.		
29.	Mandatory	Access for a new user must default to the lowest level of security. Access for new users must be customizable.		
30.	Mandatory	Users can be restricted to a designated project with specific permissions for a specific project and can still be assigned different level of permissions for a different project.		
31.	High	Access can be setup for internal and external users (non-port of Seattle email addresses)		
32.	High	Access can be assigned to an individual, a role, or group (in which roles or individuals may exist).		
33.	Beneficial	The system provides tools to assist in user set up such as copy user, copy role, and can manage/publish reports of what users have what level of access.		
Version Control				
34.	Mandatory	Each template revision must have one location/log to view all the revisions.		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
35.	Mandatory	The template revision log must have capability to be organized by either date or document ID. It can be visible in a list or report format.		
36.	Mandatory	Each template revision must be logged such as edited content (like track changes in MS Word), revision date, user identification for historic purposes.		
37.	Mandatory	The system must possess an effective file storage system that facilitates easy identification of the latest version.		
38.	Mandatory	The system should incorporate a mechanism to recognize and designate the last updated version as the most recent one.		
CSI Master Format: Guide Template Requirements				
39.	Mandatory	The solution must support the configuration of Port of Seattle’s CSI specifications. These are typically downloaded by design consultants but are also accessed by potential bidders to see what our contract requirements are. These include Division 00-Contract Terms and Conditions, Division 01-General Requirements, and Division 02-41 Specifications. Link to these templates: https://www.portseattle.org/page/guide-specifications-construction-contract-templates		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
40.	Mandatory	<p>The system must have the capability to support several hundred templates for the following: Division 00/Division 01 Division 02 through 41 Appendix</p> <p>Link to these templates: https://www.portseattle.org/page/guide-specifications-construction-contract-templates</p>		
41.	Mandatory	<p>Changes made to the template/specifications on the online portal must be accurately reflected in the MS Word version of the documents.</p>		
42.	Mandatory	<p>The system shall be able to assist the users to create specifications “from scratch”</p>		
43.	Mandatory	<p>The system must provide tools that assist users with template or guide specifications including guidance tools like directional boxes or help tooltips. These tools should be seamlessly integrated into templates to enhance user convenience.</p>		
44.	Mandatory	<p>The system shall have the capability to create multiple templates for a single section. For example: <u>Section 01 10 00 Summary of work has one template for Aviation and one for Maritime.</u></p>		
Global Template Updates Requirements				

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
45.	High	The system should identify revisions in ASTM standards, building codes, and other national standards. Subsequently, these updates should be listed to system administrators both at 'Project' and at 'Global Template' levels. This allows authorized system administrators to assess the modifications and implement them as needed (both globally and on a project-specific basis)		
46.	Mandatory	System administrators must be able to regulate updates, preventing applying automatic updates in situations where there is a potential risk of overwriting crucial unique provisions. For instance, this precaution would apply when an updated code has been released at the national level but has not yet been adopted by the local jurisdiction (State/City). Note* Mandatory if 44 is provided, ignore otherwise		
Project Specific Requirements: BID SET Project Manual				
47.	Mandatory	The system must track all changes made by addenda and indicate which change was made in which addendum for modifications made during the advertisement period for a Bid Set Project Manual. This includes communication of such changes to designated individuals.		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
48.	Mandatory	The system must provide functionality to save Bid Set documents, facilitating the creation of a Conformed Project Manual		
49.	Mandatory	The system must incorporate changes across different project-specific specification sections seamlessly into a new document to produce the Conformed Project Manual with latest adjustments.		
Project Specific Requirements: Editing Template Requirements				
50.	Mandatory	The system shall generate Word documents from templates for technical edits by external users.		
51.	Mandatory	The system shall facilitate the sharing of these documents with Designers (internal and primarily external users) for editing purposes.		
52.	Mandatory	The system shall provide a mechanism for the Port of Seattle staff to review and approve the edits made by Designers (internal and primarily external users)		
53.	Mandatory	The system shall allow seamless uploading of the edited documents back into the specification management system.		
54.	Mandatory	The system shall ensure the integration of edits to create a unified and cohesive final document		
Project Specific Requirements: Clauses: Contract Type				

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
55.	Mandatory	<p>Enabling/Disabling Clauses Capability: Users may include or exclude specific clauses based on the designated contract type, as listed in various contract types:</p> <ol style="list-style-type: none"> 1) Design-Bid-Build 2) Major Works -On Call 3) Small Works On-Call 4) Small Works Lump-Sum 5) Small Works under \$40K 6) Job Order Contracting (JOC) 7) Traditional Design-Build (DB) 8) Progressive Design-Build (DB) 9) General Contractor-Construction Manager (GC/CM) 10) Building Engineering System (BES) 11) Non-Federal funding/Federal funding 12) Unit Price/Lump sum 13) Over \$1 million 		
56.	High	<p>Refining Projects in Airport and Maritime Sectors through Clauses: The system leverages templates with variable clauses to address elements that vary by project type, such as permits, jurisdictional authority, and regulations through the meticulous application of relevant clauses.</p>		
Reporting and Search Functionality				
57.	High	Reports can be generated at the enterprise level (across all projects) or at the project level.		
58.	High	System has an ad hoc reporting tool. Please indicate what reporting tool is provided		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
59.	High	Reports can be exported to excel or other formats such as PDF, Word, etc.		
60.	High	Specifications workflow history: Showing history of work completed, submittals, pending work, open task items, etc.		
61.	High	System shall have an in built 'Search' capability.		
62.	Medium	Reports can be configured to run at certain times and send notifications of the report(s) to configured users.		
Technical & Security Requirements				
63.	High	System (On-premises solution) supports authentication to Active Directory using Kerberos.		
64.	High	System (Cloud-hosted solution) supports Integration with Azure Active Directory.		
65.	High	Solution runs on current versions of Edge and Chrome without dependencies on legacy plug-ins.		
66.	High	Solution provides system fault notification, performance monitoring, and performance alerts.		
67.	High	Port always has access to a full test site mirroring the key capabilities of the production site.		
68.	High	If applicable, cloud-hosted solution co-location facilities must be housed in a SSAE 16, Type II certified facility.		

No.	PRIORITY	REQUIREMENT	CODED RESPONSE	PROPOSER COMMENTS
69.	High	Solution supports a consolidated event logging architecture. Describe in detail in the narrative section.		
70.	Mandatory	Passwords used in the System are masked and encrypted.		
71.	High	Solution supports unique user logins for access to the application.		

SUBMITTAL DOCUMENT 4 of 6: NARRATIVE QUESTIONS

The responses to the questions in this document must be provided as clearly and completely as possible. Each section below contains a page limit; since the submittals are electronic, each page is considered single-sided. Text shall be **Times New Roman** in font size no smaller than **11 pt**. Each document page for each section will be counted. If you go over the page limit, any information provided after the limit will not be evaluated.

The intent of this document is to allow the Port to better understand the proposed system and how the system and your proposed approach meet the Port's needs and concerns. Submit a response to all questions. Submit your answer directly after each question; do not change the question order, wording, or numbering; you may italicize your response to delineate response from question.

1. System Functionality—Page Limit 15 pages

- 1.1.** Provide a detailed description of your proposed solution. Include a list of the proposed solution's software components with an outline of the major functions and features for each module or area of functionality.
- 1.2.** List all mandatory requirements that are not coded "I" (included) in your proposal. Expand on your coded response: please elaborate on whether you intend to incorporate this feature into your upcoming releases. Additionally, if there isn't a direct plan for integration, please share any potential workarounds or alternative solutions your firm is considering.
- 1.3.** The following questions pertain to the functionality of the system and have been briefly addressed in the coded requirements. We are seeking additional clarification on these points: Please elaborate on whether your system incorporates measures to address potential issues related to the maximum file size when storing documents on the cloud, with a particular focus on preventing slow uploads or future complications. Also, please provide the maximum file size allowed in your system.
- 1.4.** Please provide a detailed explanation of the default document retention policies and processes embedded in your system.
- 1.5.** Port of Seattle has a diverse user base, comprising internal users (identified with Port of Seattle email address) and external users (non-Port of Seattle email address), totaling several hundred individuals. Please provide a brief overview of

- how your system accommodates the definition and mapping of user roles, specifically addressing the distinction between internal and external user roles.
- 1.6.** While establishing the approval process for system administrator access, how does the system ensure the capability to grant Global Template level and Project level access? Additionally, how is the configuration and modification of the list of system administrators managed in accordance with the approval process?
 - 1.7.** Please provide a detailed overview of the procedure regarding your system for allowing the external users to take the following actions:
 - 1.7.1.** Store local copies of templates.
 - 1.7.2.** Edit and re-upload them back into the system.
 - 1.7.3.** Are there limitations within the system that prohibit the users from performing such actions?
 - 1.7.4.** Have you had experience working with any clients that had these scenarios?
 - 1.8.** Can templates or specifications be locked against editing? If so, who can lock? Are internal and external users handled differently when a template is locked?
 - 1.9.** Can you explain how does the access management in your provided system solution works:
 - 1.9.1.** Is it specific to certain roles/at an individual level? Or allocated to groups or a combination of both?
 - 1.9.2.** Provide us with a brief overview of how Access Management works and how roles are assigned accordingly.
 - 1.10.** Provide clarification on your system's functionality of Version Control:
 - 1.10.1.** How comprehensive is the revision history? For instance, does it encompass major changes like verbiage adjustments, as well as minor details such as edited grammatical errors? The goal is to ensure an efficient system where version control is easily manageable, allowing users to effortlessly track significant changes.
 - 1.11.** Please provide a detailed description of how your system handles Global Template or Project Specification Updates. Additionally, does the system encompass the updating of the table of contents?
 - 1.12.** Please provide step by step process of how your system handles Bid Set Project Manual.
 - 1.13.** Please provide details regarding your proposed system's built-in 'Search' functionality.
 - 1.14.** Provide a list and brief description of 5 reports included (or that may be

included) with the system. If your system includes an ad hoc reporting tool, describe the capabilities of that tool.

1.15. Please explain how your system navigates with diverse contract types and characteristics with clauses. For Example: A project can have a design-bid-build contract type, and still be associated with Aviation or Maritime sectors. These projects may also present distinctive contract characteristics, encompassing federal or non-federal funding, on-call or lump-sum contracts, and values exceeding \$1 million, etc. all of which require careful consideration and application of specific clauses.

1.16. Please explain whether your system can be designed to provide guidance to users, ensuring the application of relevant clauses while excluding those unsuitable for a particular project. For instance, in the context of a Maritime project, the system prevents the application of Aviation-specific clauses.

1.17. Describe any solutions or methods that you would like to offer as an additional option or alternative. Include any relevant costs in the Cost Schedule.

1.18. Business Intelligence

1.18.1. Please describe the options for importing all data on a regular basis, such as on a nightly basis, to Port’s data center for advanced business intelligence and analytics reporting. Is data provided in an easy-to-import format (text, .csv, .xlsx, etc.)?

1.18.2. Is a “data dictionary” provided with definitions of fields and terms used in the data? What support is provided if users have questions about data structure or the meaning of values within the data (troubleshooting, etc.)?

2. Technical Architecture —Page Limit: 5 Pages

2.1. Describe how your System supports users with varying accessibility needs. For example, does it meet ADA compliance, Web Content Accessibility Guidelines (WCAG), or Section 508 of the Rehabilitation Act guidelines?

2.2. Describe the APIs available for data sharing. Does your system include an open API?

2.3. Describe your failover strategy. How does your System recover from an unexpected error or failure? How do you prevent data loss and corruption?

2.4. Does your System depend on any 3rd party software? If so, please describe each software and how it integrates with your system. Include the name of the vendor and software.

- 2.5.** Describe how you keep your software/hardware updated to conform to modern (not deprecated, not end-of-life etc.) industry standards. How do you incorporate these changes (planned or patched, etc.) into your product roadmap?
- 2.6.** How does your System support logging of any related events? Describe what is logged and whether the data can be exported to a unified solution such as a SIEM or log collector.
- 2.7.** If your System is an On-premises solution, then:
 - 2.7.1.** Describe any potential differences between your solution and the Port of Seattle's Technology Standards. See Appendix A.
 - 2.7.2.** Describe your recommended architecture including servers, database, storage, network, software, workstations, archiving, fault tolerance, etc.
 - 2.7.3.** Describe the processes you employ to ensure your System is developed according to application security standards as outlined in OWASP, NIST, and ISO standards.
 - 2.7.4.** Does your system require user-ID/passwords to be hardcoded/embedded into the application code or configuration file?
 - 2.7.5.** Anti-virus (AV) software is installed on every Windows device on the Port of Seattle's network. If your System requires custom settings with AV clients, please comment and provide information to support the need for custom settings.
 - 2.7.6.** Does the System require deployment on shared server database or application resources (i.e., database co-located in same server with other Port of Seattle databases)?
 - 2.7.7.** Does the System require deployment on a shared server database or shared application resources (i.e., database co-located on the same server with other Port of Seattle databases)?
 - 2.7.8.** Describe limitations, if any, of operating the proposed application in a virtualized environment.
 - 2.7.9.** Are any of the System application components deployed on the server required to run as an interactive application (i.e., require a logged-on user)? If yes, please explain.

- 2.7.10.** If the System requires connecting to a database, how does it connect to the database (i.e., ODBC, DB Connection string)?
- 2.7.11.** If the system uses an email function, what email protocol (i.e., SMTP, MAPI, POP) does it use?
- 2.7.12.** Does your System require Plug-ins (i.e., Active X, Adobe, Java etc.) to be installed on the users' desktops?
- 2.7.13.** List all software required for effective use of the proposed System. Include any tools used for management/enhancements/operations of the System.
- 2.8.** If your system is a Cloud-hosted solution (i.e., SaaS or has SaaS components), complete the Software as a Service Survey contained in Appendix E.

3. Company Strength & Background – 3 Pages

- 3.1.** Provide a brief description of your company and include the following:
 - 3.1.1.** Describe your company's history in developing Specification Document Management system.
 - 3.1.2.** Include the number of years your company has offered the proposed product(s).
 - 3.1.3.** Provide the number of and list a sample of airports, seaports, or similar public agencies currently in production installations.
- 3.2.** Describe your experience implementing Specification Documentation Management solutions for a public agency.
- 3.3.** Provide three (3) customer references with implementations similar to the Port's requirements. Please include the following:
 - 3.3.1.** Brief description of the implementation including products and interfaces and how the installation compares to the Port's including scale.
 - 3.3.2.** Number of years the installation has been operational.
 - 3.3.3.** Reference contact information: Contact name, title, phone number and email address. The Port may contact any or all these companies and contacts.
- 3.4.** Provide a brief roadmap of enhancements planned for your product for the next five (5) years. Describe what areas of the product or industry and you looking to focus on in the future.

4. Information Security —Page Limit: 5 Pages

- 4.1. Describe any potential differences between your System and the Port of Seattle’s Information Security Standards. See Appendix B.
- 4.2. The Port requires that all passwords used in the System are masked and encrypted. Describe how your System masks and encrypts passwords.
- 4.3. Does the system support Single Sign On (Azure)?
- 4.4. If the system manages sensitive data, describe how your system is audited. List all certifications.
- 4.5. How does the System support encryption of information in transit and/or at rest? What protocols does it support?
- 4.6. If your system is cloud hosted, see SaaS survey for Azure Active Directory Authentication and Authorization Integration.
- 4.7. If your system will be located on the Port Premises:
 - 4.7.1. Can your system be integrated with on premises active directory for authentication and authorization?
 - 4.7.2. If yes, please describe your integration with LDAPS.
- 4.8. Does your system support multi-factor authentication? Describe in detail.
- 4.9. Do you sell or share data to 3rd parties? If yes, please describe what, why, when, and with whom.

5. Project Implementation, Testing, Training, and Post Implementation Support & Maintenance—Page Limit: 10 Pages

- 5.1. Describe methodologies or processes employed to ensure implementation quality and that project is completed on schedule and on budget.
- 5.2. Submit a detailed, Gantt chart-style project schedule including all phases, activities, and resources by project role/job title, as well as any Port resources required as part of the implementation. Also, delineate what activities are performed on site vs remote.
- 5.3. List all Scope of Work components that are not included in your proposal. Please include alternatives, if applicable.
- 5.4. Describe your requirements development and management process.
- 5.5. What issues do you think a public agency such as ours will face during the implementation and how can you mitigate those issues?
- 5.6. How is the software licensed?

- 5.6.1.** Describe all licensing models including additional licenses required for development and test environments. If there are multiple licensing models such as by server, workstation, physical location, enterprise, etc., please describe all options.
- 5.6.2.** Submit copies of all proposed software licenses that are applicable to all software offered and/or required by Proposer (not counted in the page limit).
- 5.7.** Describe your testing methodology for each test types in your test plan. Clearly describe deliverables, roles, and responsibilities.
- 5.8.** List which tests types (functional, regression, end-to-end, security, performance, stress, cutover, user acceptance) will be included in the test plan and explain if any will not be included.
- 5.9.** Provide a representative test plan and sample suite of test cases and/or automated test scripts if the test plan includes automated testing.
- 5.10.** Identify the tools used for test case management, test execution, and issue tracking.
- 5.11.** Describe the training methods that you provide, e.g., on-site, WebEx, include duration.
- 5.12.** Describe your training and training materials for system administrators (around 6-8) and train-the-trainers.
- 5.13.** Describe post-implementation support including phone and/or website support, as well as escalation procedures.
- 5.14.** Provide a copy of your standard Service Level Agreement (not included in page limit).
 - 5.14.1.** Include hours of availability (Pacific Standard Time).
 - 5.14.2.** Include in the Cost Worksheet any optional/additional support.

Note that if VPN is required, vendor may have to meet our technology (vendor virus software and firewalls, etc.) and Police security requirements (FBI Criminal Justice Information Standards) including background and fingerprints.
- 5.15.** Describe the technical documentation that is provided for the installation and technical support of the product.
- 5.16.** What tools and documentation are provided for Port-provided product support/diagnosis?

- 5.17. Are there technical/developer skills that are needed to manage your product (configuration and/or enhancements, etc.) is that included in your maintenance?
- 5.18. Do you support a user group for your system? If yes, is it an online forum and/or periodic remote-available meetings?
- 5.19. Define your problem severity levels and include the response times by severity level.

**Example
Severity Level 1**

Definition	
Supplier Response Commitment	
Escalation	
Port Response Commitment	

Severity Level 2

Definition	
Supplier Response Commitment	
Escalation	
Port Response Commitment	

- 5.20. For on-premises solutions, describe your process for implementing patches and upgrades that are included in your maintenance contract.
 - 5.20.1. How many a times a year do you release business functional patches and/or upgrades?

- 5.20.2.** How do you communicate the need for these changes as well as for critical security patches?
- 5.20.3.** Can releases be deployed with automated tools to push the new versions to client PCs (if client/server)?
- 5.21.** Describe post-implementation support including phone and/or website support, as well as escalation procedures.

SUBMITTAL DOCUMENT 5 of 6: SaaS SURVEY

Please see Appendix E: Software as a Service (SaaS) Survey

SUBMITTAL DOCUMENT 6 of 6 – ENTITY INFORMATION SHEET

Please see Appendix F: Entity Information Sheet.

End of Section IV

SECTION V
APPENDICES

ALL APPENDICES ARE AVAILABLE IN THE SOLICITATION FOLDER UNDER 24-28 SPECIFICATION DOCUMENTATION MANAGEMENT SYSTEM IN VENDOR CONNECT WEBSITE

<https://hosting.portseattle.org/sops/#/Dashboard>

- Appendix A: Port of Seattle's Technology Standards
- Appendix B: Port of Seattle's Information Security Standards
- Appendix C: Protest Procedures
- Appendix D: Pricing Schedule
- Appendix E: Software as a Service (SaaS) Survey
- Appendix F: Entity Information Sheet

End of Section V
