



Solicitation 00322809
Marine Stormwater Utility Services IDIQ

Proposals Due
July 14, 2026
12:00 PM PT

Port of Seattle
Central Procurement Office
2711 Alaskan Way
Seattle, WA 98121

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List of Exhibits

Proposers should become familiar with each of these exhibits. These documents will form part of, and/or be referenced in, the development and execution of the Service Agreement (“Agreement”) and any future amendments for services with the Port of Seattle (“PORT”). All documents are available electronically with the solicitation in the PORT’s VendorConnect system.

Exhibit 1: Scope of Work

Exhibit 2: Service Agreement Terms and Conditions

Attachment A – Scope of Work

Attachment B – Fee Schedule

Attachment C – Company Information

Attachment D – Diversity in Contracting Inclusion Plan

Attachment E – Title VI Provisions

Attachment F – Consultant Ethics and Conflict of Interest, CC-2

Attachment G – Statement of Values, Standards, and Expectations for Third Parties

Exhibit 3: Diversity in Contracting Inclusion Plan

Exhibit 4: Company Information



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The PORT invites written proposals from qualified firms, or teams of firms interested in providing **Marine Stormwater Utility Services**.

The PORT intends on issuing one (1) Indefinite Delivery/Indefinite Quantity (IDIQ) contract as a result of this solicitation. The initial period of performance of any Agreement resulting from this solicitation is expected to be five (5) years. The PORT may include option(s) to extend for two (2) optional years.

1. Overview of Project

Consultant support is needed to help fulfill Utility asset management and National Pollutant Discharge Elimination System (NPDES) regulatory obligations, including PORT adherence to current and future local, state and federal regulations. Areas of support include asset evaluation, repair, and rehabilitation including stormwater system design; NPDES regulatory compliance; and research into regulatory, resilience, and stormwater treatment and design trends.

Detailed information about the Scope of Work may be found in Exhibit 1 of this solicitation.

2. Estimated Project Fee

The fee for this Agreement is not to exceed (NTE) \$3,500,000 for the duration of the Agreement.

The PORT does not guarantee any minimum quantity of work under this contract. Work will be ordered on an as-required basis through Service Directives for the duration of the Agreement. The Estimated Project Fee applies to all tasks identified in Exhibit 1, Scope of Work.

3. Solicitation Schedule

The solicitation schedule is outlined below. The PORT intends to maintain this schedule and requests the same of firms interested in submitting a response to this solicitation. The PORT does, however, reserve the right to modify the schedule as circumstances warrant.

| <u>Description</u> | <u>Date, Time</u> |
|-----------------------------|-----------------------------------|
| Advertisement | June 15, 2026 |
| Pre-Proposal Conference | June 23, 2026, 10:00 AM PT |
| Last Day to Ask Questions | June 25, 2026, 12:00 PM PT |
| Proposals Due | July 14, 2026, 12:00 PM PT |
| Shortlist Notification | Week of July 19, 2026 |
| Interviews | July 28 and 29, 2026 |
| Notice of Selection | Week of August 3, 2026 |
| Negotiation Kickoff Meeting | August 7, 2026 |
| Execute Agreement | Week of September 28, 2026 |

4. Questions

All questions must be submitted in writing through the PORT's VendorConnect website (<https://hosting.portseattle.org/sops>) by June 25, 2026, 12:00 PM PT, to allow adequate time for preparation of a response. Questions are to be posted on the Questions tab of the solicitation on VendorConnect. Questions received after this deadline may not be considered.

5. Pre-Proposal Conference

The PORT will **not** be offering an in-person Pre-Proposal Conference for this solicitation and intends to conduct a Pre-Proposal Presentation regarding this solicitation via **Microsoft Teams**:

June 23, 2026
10:00 AM PT

Join: <https://teams.microsoft.com/meet/234613231774634?p=wTjjB2nS9MolsZ5XpX>

Meeting ID: 234 613 231 774 634

Passcode: YP7p86H5

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 425-660-9954,,518558477#](#) United States, Maple Valley

[\(833\) 209-2690,,518558477#](#) United States (Toll-free)

[Find a local number](#)

Phone conference ID: 518 558 477#

This meeting is not mandatory, but interested firms are encouraged to attend.

6. Communications

Communication with the PORT regarding this procurement shall be directed to the assigned Procurement Officer listed below. The PORT maintains a neutral competitive environment for all Proposers to protect the integrity of the selection process. Any communication concerning the content of this solicitation by a potential or actual Proposer, or anyone on its behalf, with any PORT elected official or employee other than the PORT assigned Procurement Officer, may result in the rejection of that Proposer's response.

Procurement Officer: **Lisa Maddox**

Email: **Maddox.L@portseattle.org**

7. Statement of Values, Standards, and Expectations for Third Parties

As part of the PORT's ongoing commitment to excellence and ethical practices, this document outlines the values and compliance standards that will be integral to all contracts executed by our organization. The PORT's goal is to partner with Contractors, Consultants, and Suppliers who uphold the highest standards in human health, safety, environmental responsibility, and social equity.

The PORT has joined with the Associated General Contractors of America and AGC of Washington in its [Culture of CARE initiative](#). The PORT is also committed to combatting and eliminating human trafficking. [Learn more](#) about how to educate your workforce on anti-human trafficking efforts.

In line with the PORT Values and Standards, we are dedicated to the following:

Environmental Responsibility: Commitment to adhering to all relevant environmental laws and regulations, ensuring the protection of human health, safety, and the environment.

Worker Safety: Compliance with all occupational safety and health regulations, ensuring a safe working environment for all employees.

Labor Laws: Adherence to all state and federal labor laws, including wage payment and minimum wage laws, ensuring fair treatment and compensation for all workers.

Anti-Discrimination: Compliance to all anti-discrimination laws and regulations, fostering an inclusive and respectful workplace.

Anti-Human Trafficking: Compliance with the Trafficking Victims Protection Act, ensuring that our operations are free from any form of human trafficking.

The PORT's values are also encapsulated in its [RAISE framework](#), guiding any actions that we take.

Respect: We uphold the dignity and value of every person.

Anti-racism and Equity: We commit to dismantling institutional racism and ensuring equitable opportunities for all.

Integrity: We are honest, accountable, and ethical in all our dealings.

Stewardship: We honor and care for the resources entrusted to us for the benefit of future generations.

Excellence: We promote excellence through continuous improvement and innovation.

By integrating these commitments and values into every contract, the PORT aims to create a work environment that is safe, fair, and respectful for all, while also striving for excellence and sustainability.

8. Diversity in Contracting Program

- A. The PORT promotes equitable opportunities for all businesses to participate in the performance of its contracts. It is the intention of the PORT that consultants, contractors, subcontractors, sub-subcontractors, subconsultants and suppliers shall afford equal opportunity while providing materials, supplies, and services for and to the PORT.
- B. It is a priority for the PORT to affirmatively expand its efforts to increase WMBE and other diverse participation in PORT contracts and develop tools to ensure that WMBEs and other diverse entities are afforded fair and equitable opportunity to compete for PORT contracts and succeed as consultants, contractors, subcontractors and subconsultants. One of the PORT's Century Agenda Strategic Objectives is to use its influence as an institution to promote diverse business growth and workforce development.

9. Proposal Submission Process

- A. The PORT is requiring electronic proposals for this solicitation. Hard copy or linked (including but not limited to file hosting services such as Citrix Files and Dropbox) proposals will not be accepted.
- B. The PORT reserves the right to reject any and all late proposals.

- C. Proposals must be delivered through email to e-submittals-sa@portseattle.org. It is the responsibility of the Proposer to ensure timely delivery of proposals.
1. The proposal email subject line shall include the solicitation number, firm name, and solicitation title.
 - a. Proposal shall be submitted as a separate PDF attachment in the same email.
 - b. Exhibit 3A: Diversity in Contracting Inclusion Plan shall be submitted as a separate Word document attachment in the same email.
 - c. Exhibit 3B: Diversity in Contracting Evidence of Agreement shall be submitted as a separate PDF file attachment in the same email.
 - d. Exhibit 4: Company Information shall be submitted as a separate Excel file attachment in the same email.
 - e. Appendix: Resumes shall be submitted as a separate PDF file attachment in the same email.
 2. The PORT's email server will not accept files larger than 10MB. If the Proposal file is larger than 10MB it shall be sent in multiple emails and be labeled "Email 1 of 5," "Email 2 of 5," etc.
 3. The PORT's email server will not accept compressed files. By PORT security policy, all compressed files, including .ZIP file attachments, are removed at the email firewall and will not be accessible as part of your Proposal submittal.
 4. The PORT may use the time stamp on the proposal email(s) to determine timeliness.
 5. The PORT is not responsible for Proposers' technical difficulties in submitting electronically.
- D. Proposal shall meet the following requirements:
1. Proposals shall be formatted in searchable PDF format.
 2. Proposals shall be named with the company name and the solicitation number (e.g. 123Consulting_00322809). Do not use any special characters in the file name.
 3. The body of the proposal shall be organized in accordance with the Evaluation Criteria.
 4. The body of the proposal shall be limited to **6** pages of content and with legible font. Pages shall be 8.5" x 11" in size. In the event that the body of the proposal exceeds the page limitation, excess pages will not be considered. After removal of the excess pages, the proposal may further be rejected as unacceptable or uncompetitive if the PORT concludes that it would not have reasonable chance for award or is outside the competitive range.
- E. The following items are not included in the page count limitation:
1. Cover page and tables of contents.
 2. Separator pages.
 3. Letter of Interest. Include a 1 page, single-sided Letter of Interest. Include the name, phone number, email address, and mailing address of the point of contact for this solicitation.
 4. Exhibits
 - a. Exhibit 3A – Diversity in Contracting Inclusion Plan
 - b. Exhibit 3B – Diversity in Contracting Evidence of Agreement
 - c. Exhibit 4 – Company Information
 5. Appendix – Resumes

10. Overview of the Procurement Process

A. Compliance with Legal Requirements

1. The procurement of these consultant services will be in accordance with applicable federal, state, and local laws, and PORT policies and procedures, to include, but not limited to, active Unified Business Identifier (UBI) and Labor & Industries (LNI) certifications. The PORT reserves the right to reject any and all proposals.
2. The PORT will evaluate the proposals in accordance with the provisions set forth herein. If the PORT makes a selection, it will select the Proposer it determines to be the most highly qualified on the basis of its evaluation.

B. Addenda

1. All changes shall be documented via addenda. Proposers are advised to not rely on verbal information or direction. Email notification of addenda will be provided to all firms on the VendorConnect planholders list. Interested firms are responsible for ensuring that current registration information is on the VendorConnect planholders list.

C. Minor Informalities and Cancellation

1. The PORT reserves the right to waive any minor irregularity and/or reject any and all firms and cancel the procurement.

D. Costs Borne by Proposers

1. All costs incurred in the preparation of a proposal, and participation in this solicitation and negotiation process shall be borne by the Proposers.

E. Public Disclosure

1. Proposals shall become property of the PORT and considered public documents under applicable Washington State laws. All documentation provided to the PORT may be subject to disclosure in accordance with Washington State public disclosure laws including the Public Disclosure Act (RCW 42.56). The PORT will determine whether requested documents may be disclosed. In no event shall the PORT be liable for any disclosure of documents and information it deems necessary to disclose under the law.

F. Service Agreement Terms and Conditions

1. A copy of the PORT's Service Agreement Terms and Conditions is contained in Exhibit 2. **By offering a proposal, the firm represents that it has carefully read the Service Agreement Terms and Conditions and agrees to be bound by them.** Specific insurance requirements for this Agreement are contained in the attachment.

G. Conflict of Interest

1. Proposers have a duty to disclose all potential situations that could present a real or perceived conflict of interest to the PORT. A conflict of interest may exist when a proposing firm has a business relationship with another entity if those services (1) potentially adversely impact the PORT or (2) require or result in disclosure of confidential information. See Consultant Ethics and Conflict of Interest—CC-2 contained in Exhibit 2.
2. The PORT will evaluate whether a Proposer has a relationship, contract, or other activities that may result in the Proposer (1) having a financial interest in a competing business; (2) being unable, or potentially unable to render impartial assistance or advice to the PORT, or (3)

having impaired objectivity in performing the contract. If a conflict of interest exists and the PORT is unwilling to waive the conflict, the PORT will not enter into an Agreement with the Proposer.

3. A Proposer may be precluded from competition if the Proposer has performed prior work for the PORT related to the scope of this solicitation and the PORT determines 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 Proposers any advantage over others in proposing on future work that cannot be appropriately mitigated.

H. PORT Values and Standards

1. By submission of a Proposal, the Proposers certifies they will comply with all local, state, federal, and other laws, rules, regulations, and other requirements applicable to its operations, including those relating to environmental responsibility, worker safety, labor, anti-discrimination, and anti-human trafficking. The Proposers are also acknowledging that they will adhere to the Values and Standards of the PORT.

I. Protests

1. Protest procedures can be found here: <https://www.portseattle.org/page/procurement-documents>.

J. Title VI Notice

1. The PORT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all proposers that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, all consultants will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.
2. Any such complaint must be in writing and filed with the Port's Title VI Coordinator within one hundred, eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the office of the Title VI Coordinator at no cost to the complainant by sending an email to TitleSixCoordinator@portseattle.org.

11. Selection Process

A. Evaluation

1. Proposals and interviews, if conducted, will be evaluated in accordance with the criteria established in this solicitation. The result of the evaluation will be a comparative rating of Proposers.
2. The PORT may seek clarifications and/or ask for additional information through a request for revised proposal(s). Responses to such requests may be considered in evaluating the proposal.

B. Evaluation Rating

1. The Evaluation Criteria rating reflects the degree to which the written proposal meets or does not meet the minimum performance or capability requirements through an assessment of strengths, weaknesses, deficiencies, and risks of a proposal. Assessment of technical risk, which is manifested by the identification of weakness(es), considers potential for disruption of

schedule, increased costs, degradation of performance, the need for increased oversight, or the likelihood of unsuccessful contract performance. If shortlisted for interviews, the same criteria rating applies.

| Rating | Description |
|---------------------|--|
| Outstanding | Indicates an exceptional approach and understanding of the requirements and contains multiple strengths that far outweigh any weaknesses. Risk of unsuccessful performance is low. |
| Good | Indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low. |
| Acceptable | Meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |
| Marginal | Has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| Unacceptable | Does not meet requirements and therefore contains one or more significant weaknesses or deficiencies, and/or risk of unsuccessful performance is unacceptable. |

Refer to Section 13 for additional definitions.

C. Interviews

1. If an award is not made based on the written evaluations alone, the PORT may conduct interviews with Proposers in the competitive range following evaluations of the proposal.
 - a. Interview questions may include topics from the Evaluation Criteria and Scope of Work.
 - b. Proposers may be given questions in advance of the interviews.
 - c. Formal presentations are generally not allowed unless specifically requested by the PORT.
 - d. Failure to participate in the interview process may result in the Proposer's disqualification from further consideration.

D. Discussions

1. The PORT, at its option, may elect to conduct discussions regarding the technical proposal and/or Diversity in Contracting Inclusion Plan. During discussions, the PORT will identify any material weaknesses and have an opportunity to ask questions about the proposal. This will be an informal conversation and will not be rated.
 - a. Based on the information acquired during the discussion, the PORT may issue an addendum requesting a revised proposal(s).
 - b. Proposers may have the opportunity to revise their proposal in response to the additional information provided by the PORT. Proposer shall submit the information detailed in the addendum and by the time and date specified.

E. Notice of Selection

1. The PORT Notice of Selection will be made to the highest rated firm(s).
2. Within five (5) business days of the negotiation kickoff meeting, the selected firm(s) shall provide the following:

- a. Firm Input Sheet – The selected firm shall submit a list of all anticipated personnel, including subconsultant personnel and proposed fully-burdened hourly billing rate. An overview of the rate negotiation process and an example of the firm input sheet will be provided during the Rate Negotiation Kickoff Meeting. Refer to Section 5.F of the Service Agreement Terms and Conditions for the annual rate escalation clause, as applicable.
3. If the PORT does not receive the Firm Input Sheet within the specified time frame or is unable to finalize an Agreement with the top-rated firm(s), the PORT may either enter into negotiations and contract with the next rated firm or cancel the procurement.

12. Evaluation Criteria and Proposal Information

The evaluation criteria will be used to rate the proposals and are listed in order of importance with Criterion A more important than Criterion B, and B more important than Criterion C. If conducted, Criterion D, Interview, is less important than Criterion A, but more important than Criterion B.

All criteria are important, however, and Proposers should provide equal attention to thoroughly responding to each criterion. In responding to the evaluation criteria, proposals should be organized so that the Proposer's qualifications are clearly illustrated using the proposal requirements for each criterion.

As part of the evaluation of all criteria, the PORT will consider the overall quality of the material presented, such as formatting and proposal layout; spelling and grammatical accuracy; legibility of figures and chart information; quality and relevance of graphical presentations; coherent and logical flow of written responses; and accuracy of information presented.

A. Specialized Experience and Technical Competence of Key Individuals/Firm

The PORT will evaluate:

1. The specialized experience, relevant capabilities, and technical expertise of key individuals proposed to perform the work (e.g., project manager, discipline leads, major subconsultants, and key staff from each firm).
2. The Proposer's recent experience delivering services similar in scope, scale, and complexity to those described in the Scope of Work.
 - a. Thorough working knowledge of applicable scientific, technical, and professional principles and practices, and a thorough working knowledge of applicable federal, state, and local laws and regulations.
 - b. Minimum 3 years' experience with National Pollutant Discharge Elimination System (NPDES) stormwater permit implementation in Washington State and City of Seattle.
 - c. Minimum of 2 years' experience supporting stormwater utility practices and functions, including financial responsibility and asset management approaches. Preference for Washington state utility experience but will consider other state experience.
3. Projects similar in scope, scale, and complexity include:
 - a. Stormwater utility and infrastructure, mapping, and utility rate evaluation.
 - b. Phase I Municipal Stormwater permits and support.
 - c. Industrial Stormwater General permits and support.
 - d. Stormwater and water quality regulatory research.
 - e. Stormwater infrastructure resilience and green stormwater infrastructure.

4. The relevance of past projects performed by the proposed firm, subconsultants, and key staff.

Proposal Requirements:

1. Provide brief resumes for key individuals proposed to perform the work. Brief resumes shall include, at a minimum:
 - a. Name
 - b. Proposed title/position
 - c. Relevant employment history and experience
 - d. Education and professional licensure(s)/certifications
2. Provide a representative list of six (6) past or current projects performed within the past six (6) years by the proposed firm and key individuals, project manager, major subconsultant staff, and other key staff. Include, at a minimum:
 - a. Project name, location, duration, and dates key staff worked on the project
 - b. Brief description of the key staff's specific role and its relevance to the Scope of Work
 - c. Contract value or project budget
3. Appendix – Resumes: Include full (one-page per person) resumes of the key individuals who will provide the requested services as detailed in the Scope of Work

B. Project Approach

The PORT will evaluate:

1. The understanding of the nature of IDIQ contracts including the need for flexibility, responsiveness, and the ability to scale resources to support multiple Service Directives of varying size and complexity.
2. The proposed processes for planning, coordinating, and managing work issued through individual Service Directives, including communication protocols, task initiation procedures, and tracking of deliverables and timelines.
3. The methodology for delivering technical services across a range of potential tasks identified in the Scope of Work. This includes their ability to adapt methodologies to different task types and maintain consistency and quality across assignments.
4. The approach to quality assurance/quality control for on call work and their ability to identify, communicate, and manage risks that arise during Service Directive execution, even when project details are initially limited.
5. The strategy for coordinating project team members, subconsultants, and subject matter experts to meet schedule requirements, including how they will ensure staff availability and continuity across Service Directives.

Proposal Requirements

1. A description of their understanding of IDIQ/on-call contract delivery and how their team will remain responsive and flexible across multiple Service Directives.
2. A description of their processes for initiating, managing, and completing Service Directives, including internal coordination and communication with PORT staff.
3. A recommended methodology for delivering the types of tasks identified in the Scope of Work, including examples of how methods are adapted for varying task types or complexities.

4. A description of the Proposer's quality control procedures and approach to identifying and addressing risks during Service Directive execution.
5. A description of team structure, roles, and staffing strategies for ensuring appropriate resource availability for on-call assignments.

C. Diversity in Contracting Inclusion Plan

The PORT will evaluate:

1. The firm's inclusion plan detailing the anticipated diverse business participation, inclusion strategy, team composition; and affirmative efforts in seeking to meet or exceed the PORT's Diversity in Contracting aspirational goal of **20%**.
2. Answers to Questions 1 through 7 of Exhibit 3, Section 7, Affirmative Efforts/Business Support Strategies.
3. The firm's commitment to track goal attainment, including but not limited to, submitting monthly payment information for tracking purposes and meeting monthly with the PORT to discuss progress.

Proposal Requirements

1. Exhibit 3A – Diversity in Contracting Inclusion Plan (Word Document)
2. Exhibit 3B – Diversity in Contracting Evidence of Agreement (PDF)
3. Exhibit 4 – Company Information (Excel Workbook)

D. Interview (Shortlisted Firms Only)

If conducted, the interview will consist of a one (1) hour question and answer meeting.

The PORT will evaluate:

1. The clarity, directness, and relevance of responses to questions, including the use of specific examples and demonstrated understanding of topics such as experience, team roles and availability, past project performance, client collaboration, and other matters related to the Evaluation Criteria and Scope of Work.
2. The clarity and effectiveness of verbal communication, including the team's ability to interact, collaborate, and present as a unified group while providing clear, concise, and example-based answers.
3. Responses to the following questions (which may be asked during the interview, along with other questions):
 - a. Please explain the philosophy behind your team organization and why you believe it will best support the Port and the Stormwater Utility work.
 - b. The Port's Stormwater Utility is unique in that other Ports in the region do not have stormwater utilities. What attributes does your team have that can support the Port and Utility to tell its story of proactive asset management and financial responsibility?

Interview Requirements

1. Interview Participants:
 - a. A maximum of five (5) individuals may participate in the interview.
 - b. The individuals proposed to perform the work, including the project manager and other key personnel identified in the proposal are expected to participate in the interview.
 - c. The interview should reflect the working project team. Firms should not rely primarily

- on executive leadership or individuals who will not be directly involved in performing the work.
- d. If a proposed team member is unable to attend due to scheduling or other practical constraints, a comparable individual who is expected to support the work may participate in their place.

13. Definitions

The following definitions shall apply throughout this solicitation.

- A. Best Value means the expected outcome of a procurement that, in the PORT's estimation, provides the greatest overall benefit in response to the requirements.
- B. Deficiency is a material failure of a proposal to meet a requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
- C. Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
- D. Strength is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous during contract performance.
- E. Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.
- F. Women or Minority Business (WMBE) is an umbrella term that includes MBE, WBE, CBE and MWBEs
- G. 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.
- H. Women Business Enterprise (WBE) is a business that is at least 51 percent (51%) owned and controlled by women.
- I. Minority Women Business Enterprise (MWBE) is a business that is at least 51 percent (51%) owned and controlled minority women (including, but not limited to African Americans, Native Americans, Asians, and Hispanics) group members.
- J. 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.
- K. 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>
- L. Veteran Business Enterprise (VOB) is a business that is at least 51% owned and controlled by a veteran or service member.
- M. LGBTQ Business Enterprise (LGBTQBE) is a business that is at least 51% owned and controlled by one or more individuals who identify as LGBTQ.

Exhibit 1

Scope of Work

Background

The Port of Seattle (Port) operates under a Phase I National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit (MS4 permit) issued by the Washington State Department of Ecology (Ecology) and is required to develop and maintain a stormwater management program that meets MS4 Permit requirements. The Port also operates a Marine Stormwater Utility (Utility), which collects fees from all Port properties that are used to assess, maintain, repair, and rehabilitate stormwater infrastructure. The NPDES permit and Utility asset management drive the priorities of the Maritime Port's Stormwater Program with the goal to 'meet or exceed agency requirements for stormwater leaving Port-owned or operated facilities' (Century Agenda, Goal 4, Objective 10).

Scope of Work Description

Consultant support is needed to help fulfill Utility asset management and NPDES regulatory obligations, including Port adherence to current and future local, state and federal regulations. Areas of support include asset evaluation, repair, and rehabilitation; NPDES regulatory compliance; and research into regulatory, resilience, and stormwater treatment trends. Work will be issued via Service Directives wherein a specific Scope of Work with detailed tasks, deliverables, and schedule will be identified. Below is a representative outline of the anticipated tasks required to be performed.

Tasks and Deliverables

1. Marine Stormwater Utility Assets

- 1.1. City of Seattle Interlocal Agreement (ILA) – Assist with commitments between the Port and the City of Seattle regarding stormwater management, infrastructure connections, and other City-Port coordination issues that arise.
- 1.2. Strategic Planning – Assist in tracking and updating goals, outcomes and strategies associated with current and future strategic plans.
- 1.3. Infrastructure Repair and Upgrade Program – Provide support for identifying and prioritizing stormwater infrastructure projects including refining existing screening tools.
- 1.4. Utility Billing – Provide support to maintain accurate utility billing system including refining existing tools.
- 1.5. Utility Rate Evaluation – Provide support for annual utility rate evaluation and changes.
- 1.6. GIS Mapping and Data Management – Assist in maintaining accurate stormwater GIS mapping.
- 1.7. Tenant and Northwest Seaport Alliance Infrastructure and Mapping – Provide support for mapping and infrastructure requests.
- 1.8. Street Vacations and Easements – Assist with negotiations and documentation for obtaining or providing easements and street vacations.

2. Municipal Stormwater Permit

- 2.1. Annual Report – Support compilation of documents for MS4 report, review and assist with submission.
- 2.2. Stormwater Management Plan – Revise and update stormwater management plan, required by MS4 permit, each year.
- 2.3. Education and Public Involvement – Assist with website and public facing materials to support elements of MS4 program.

- 2.4. Illicit Discharge Detection and Elimination (IDDE) – Provide support to the IDDE program as requested and assist with updates based on regulatory requirements. Support field screening of 20% of the system, or relevant requirement in current Phase I MS4 permit.
- 2.5. Construction Site Stormwater Runoff Control – Provide review and training support for construction stormwater control program consistent with state and City of Seattle guidance.
- 2.6. Post-construction Stormwater Management – Provide review and training support for post-construction stormwater control program consistent with state and City of Seattle guidance.
- 2.7. Operation and Maintenance Program – Provide semi-annual support for operation and maintenance plan guides.
- 2.8. Source Control – Provide annual support for tenant and Port stormwater pollution prevention plans (SWPPPs) and best management practices (BMP) guidance. Support annual inspections of 20% of sites, or relevant requirements in current Phase I MS4. Assist with training and educational materials to support source control goals.

3. Industrial Stormwater General Permit (ISGP)

- 3.1. Marine Maintenance ISGP – Provide support on SWPPPs, BMPs, monitoring, and inspections associated with the Port's marine maintenance ISGP permit(s).
- 3.2. Non-maintenance ISGP – Provide regulatory analysis and application support for other Port ISGP permits.
- 3.3. Monitoring Programs – Support existing ISGP quarterly monitoring program. Develop industrial stormwater monitoring plans as required for specific operations, as applicable.
- 3.4. Annual Reporting – Assist with compiling and reviewing documents for completing ISGP annual reports.
- 3.5. Source Control and BMPs – Provide research and development of source control and BMP documents associated with ISGP facilities.
- 3.6. Structural Controls – Provide technical research and concept plans for structural controls.
- 3.7. Stormwater Treatment – Provide technical research and concept plans for stormwater treatment controls associated with transportation industry and maintenance operations.

4. Stormwater Regulatory Research

- 4.1. Federal Laws and Regulations – Conduct periodic research on federal Clean Water Act and other pertinent regulations, and court decisions, that influence stormwater permits and associated requirements.
- 4.2. State Laws and Regulations – Conduct periodic research on Washington State regulations, policies, and guidance that influence stormwater requirements.
- 4.3. City of Seattle and King County Laws and Regulations – Conduct periodic research on City of Seattle and King County regulations, policies, and guidance that influence stormwater requirements.

5. Stormwater Resilience, Innovation, and Voluntary Programs

- 5.1. Long-range Planning (LRP) for Sustainability and Resilience – Research and provide technical support to aid in Port's LRP and Century Agenda goals associated with sustainability and resilience in the stormwater program.
- 5.2. Innovative Stormwater Treatment – Provide support for researching and monitoring innovative stormwater treatment to address emerging contaminants, industrial properties, and marine environments.
- 5.3. Ecology Approved and Innovative Stormwater Systems – Provide planning and design for Ecology approved treatment systems, Green Stormwater Infrastructure and innovative stormwater management and treatment systems.

Overarching Assumptions

1. The Port shall provide support materials required to perform work.
2. Draft and Final reports shall be provided to the Port in editable formats.
3. The Port shall provide meeting space for consultant team as needed.
4. The Port will ensure attendance of key stakeholders as needed to perform or complete work.



SERVICE AGREEMENT

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THIS document is an AGREEMENT by and between the Port of Seattle, State of Washington (hereinafter referred to as the "PORT") and **TBD** (hereinafter referred to as the "CONSULTANT"), for the furnishing of services for the **Marine Stormwater Utility Services IDIQ** (hereinafter referred to as the "Project").

The PORT and the CONSULTANT mutually agree as follows:

I. SCOPE OF WORK

CONSULTANT shall perform all necessary actions to accomplish the work specified in this Agreement, or which may hereafter be requested by the PORT.

II. PROJECT MANAGEMENT

- A. The PORT shall designate a Project Manager to coordinate and review the work of CONSULTANT. The Project Manager for the PORT is **TBD**. CONSULTANT is expected to work closely with the Project Manager throughout the duration of this Agreement.
- B. CONSULTANT has designated **TBD** as Project Manager for the Project. This designation shall not be changed without the prior written approval of the PORT.

III. COMPENSATION

- A. The PORT agrees to pay CONSULTANT a not to exceed total price of **three million five hundred dollars (\$3,500,000)**.
- B. Work will be issued through Service Directives (SD). The SD will identify if compensation will be on a firm fixed price (lump sum) or time and expense (billing rate) basis. This amount shall constitute complete compensation for all services provided under the SDs.
- C. If an SD is written on a lump sum basis;
 - 1. CONSULTANT shall submit a monthly request for payment for milestones completed within the billing period. Payment shall be made thirty (30) days ("Net 30") from date a properly completed invoice is received by the PORT. If there are disputed items or amounts or both on any invoice, the PORT will present these items to the CONSULTANT for resolution. Those items that are undisputed will be identified on the invoice and payment will be made for the undisputed amount. All billing shall be to the Port of Seattle, Attn.: **TBD**, Choose an item.. Invoices must reference the Agreement number.
 - 2. CONSULTANT shall report Monthly Amounts Paid (MAPs) to each subconsultant for the prior invoicing period. The MAPs shall be submitted electronically utilizing the PORT's Contractor Database System (CDS) available here: <https://hosting.portseattle.org/cds/>. The MAPs shall identify the subconsultant name, its status as a Minority/Women/Disadvantaged business, and amounts paid, including taxes, if any, to each subconsultant. If no payment was made to a subconsultant, indicate zero dollars. At the conclusion of this Agreement, CONSULTANT shall submit a final payment request and a final MAP including all total amounts paid to all subconsultants for the term of the Agreement.
 - 3. Within ten (10) business days of receipt of payment by the PORT, the CONSULTANT shall pay subconsultants for all work satisfactorily completed by the subconsultant. This paragraph shall not impair or limit any remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT or deficient performance or non-performance.
 - 4. Markups shall be limited to the billing rates, and lab services. Markup on work performed by the first tier subconsultants shall not exceed four (4%) percent. Markups on second tier subconsultants are not allowed. Markups shall not be applied to travel costs, materials, supplies or other direct costs, with the exception of lab services.
- D. If an SD is written on a billing rate basis;
 - 1. Compensation will be made only to the extent to which CONSULTANT presents documented evidence of fees earned in proportion to progress in accomplishing the scope of services, and expenses incurred during the period for which payment is requested. In no case shall the total compensation exceed the sum set forth herein.
 - 2. CONSULTANT shall submit a monthly invoice for services provided during that billing period. Payment shall be made thirty (30) days ("Net 30") from date a properly completed invoice is received by the PORT. If there are disputed items or amounts or both on any invoice, the PORT will present these items to the CONSULTANT for resolution. Those items that are undisputed will be identified on the invoice and payment will be made for the undisputed amount. All billing shall be to the Port of Seattle, Attn.: **TBD**, Choose an item.. Invoices must reference the Agreement number.

3. CONSULTANT shall report Monthly Amounts Paid (MAPs) to each subconsultant for the prior invoicing period. The MAPs shall be submitted electronically utilizing the PORT's Contractor Database System (CDS) available here: <https://hosting.portseattle.org/cds/>. The MAPs shall identify the subconsultant name, its status as a Minority/Women/Disadvantaged business, and amounts paid, including taxes if any, to each subconsultant. If no payment was made to a subconsultant, indicate zero dollars. At the conclusion of this Agreement, CONSULTANT shall submit a final payment request and a final MAP including all total amounts paid to all subconsultants for the term of the Agreement.
4. Within ten (10) business days of receipt of payment by the PORT, the CONSULTANT shall pay subconsultants for all work satisfactorily completed by the subconsultant. This paragraph shall not impair or limit any remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT or deficient performance or non-performance.
5. Markups shall be limited to the billing rates and lab services. Markup on work performed by the first tier subconsultants shall not exceed four (4%) percent. Markups on second tier subconsultants are not allowed. Markups shall not be applied to travel costs, materials, supplies or other direct costs, with the exception of lab services.
6. The PORT may require additional tasks be performed by the CONSULTANT related to this contract. A task is established to set up a contingency for those services. CONSULTANT shall not use or bill against this task without specific written direction from the PORT. Such direction will be sent either via letter or email from the PORT Project Manager. The specific scope of work, deliverables, level of effort, and not to exceed value will be established in the letter or email.
7. Hourly rates include all of CONSULTANT'S routine administration and overhead expenses, including all equipment, software, tools and supplies reasonably required to perform the scope of services with the following exceptions:
 - a) Allowable field equipment as approved by the PORT project manager in advance and in writing.
 - b) SEA badging fees which include the initial new company agreement set up fee; and new/renewal badge fee. The Port will not reimburse for lapsed company agreement fees and/or lost or stolen badges.
 - c) Key fees as approved by the PORT project manager for project access in advance and in writing.
8. The PORT will not separately reimburse CONSULTANT for routine overhead expenses or administration including but not limited to:
 - a) Computer hardware or software usage
 - b) Digital camera or recording equipment
 - c) Communication Equipment – including phone, radio, walkie talkie, internet, and fax.
 - d) Postage and courier services
 - e) Routine reproduction except for documents reproduced by an outside vendor
 - f) Small tools and expendables
 - g) Personal protective equipment
 - h) Federal, state, or local taxes
 - i) B&O Taxes
 - j) Safety training and equipment
 - k) Time devoted to Agreement negotiation, invoicing, and/or dispute resolution; and/or
 - l) Time devoted to development or refinement of scope of work, unless directed by the PORT through a Service Directive.
9. CONSULTANT shall obtain advance written approval of travel status to qualify for travel reimbursement. CONSULTANT shall notify the PORT Project Manager and provide the PORT Project Manager a not to exceed estimate of travel expenses. Reimbursement of travel expenses shall be at cost, without markup, and in accordance with the following standards:
 - a) Air travel shall be by coach class at the lowest available commercial price;
 - b) Vehicular travel costs shall not exceed the current IRS Standard Mileage Rates;
 - c) Rental car reimbursement is allowed only when required by the scope of work, and in conjunction with air travel and then at compact car rental rates;
 - d) Maximum reimbursement for meals and incidental expenses (M&IE) shall be reimbursed at the per diem rates for the location established by the United States General Services Administration, Transportation Management Policy, <http://www.gsa.gov/portal/content/104877>.
 - e) Maximum reimbursement for lodging shall be reimbursed at cost, no greater than the rate for the location established by the United States General Services Administration, Transportation Management Policy, <http://www.gsa.gov/portal/content/104877>.

- f) Receipts shall be required in order to receive reimbursement for air travel, rental car, parking fees, meals, and lodging.
- g) Travel shall be limited for the purpose of the work of this Agreement.
- h) CONSULTANT will not be compensated for travel time.

IV. AGREEMENT DURATION

- A. CONSULTANT shall complete all specified work, including submission of reports and/or other required documentation, within the time periods set forth in this Agreement and related documents. Time is of the essence in each and every portion of this Agreement.
- B. The Agreement shall expire five (5) years after execution of this Agreement; provided however, at the PORT'S sole discretion, this Agreement may be extended for up to two (2) optional years. If the PORT determines to extend this Agreement as described herein, the PORT shall issue an amendment extending the Period of Performance. Execution of Agreement is the date the PORT signs this Agreement.

V. CHANGES

- A. The PORT may, at any time, by written amendment, direct changes in the scope of work specified in this Agreement. The PORT may, at any time, by written service directive modification, direct changes in the scope of work specified in the service directive.
- B. Any direction from the PORT to perform work that results in an increase or decrease in scope of work, changes to the compensation, performance period, or Agreement duration shall be made by written amendment or service directive modification, executed prior to the work being performed. Work performed pursuant to an amendment, prior to execution of an amendment by the PORT is not compensable.
- C. In the event CONSULTANT identifies direction, actions or potential actions by the PORT that may impact the scope of work, compensation, performance period, or Agreement duration, CONSULTANT is obligated to notify the PORT, in writing, identifying all possible impacts. The PORT will review CONSULTANT's request.
 - 1. If the PORT concurs, the direction or action requires a change to the Agreement; the PORT will execute an amendment or service directive modification authorizing the change prior to the work being performed.
 - 2. If the PORT determines the direction or action does not require execution of an amendment, the PORT will issue a written determination that an amendment is not required, and CONSULTANT shall perform the work.
- D. If CONSULTANT believes there is entitlement for time or money for the work performed, CONSULTANT shall be obligated to notify the PORT Project Manager, in writing, within seven (7) days of the PORT's written determination that the work identified does not require additional time and/or compensation.
- E. Billing rates shall be annually adjusted (365 days after the initial contract performance date, and every 365 days thereafter).
 - 1. The billing rate adjustment shall be the twelve (12) month average of the Employment Cost Index (ECI), wages and salaries, private industry workers, Seattle-Tacoma-Olympia, Wash. CSA., for the twelve (12) months preceding the year of the rate adjustment request.
 - 2. Any change shall be effective after execution of an amendment to change the billing rates.
 - 3. Changes to billing rates will apply to existing service directives.
- F. For Other Direct Costs (ODCs) included at the Service Directive level, an updated price list may be submitted for Port consideration on an annual basis. If accepted, the Port shall issue a service directive modification. Price list adjustments are not applicable to ODCs included in the Agreement.

VI. ADMINISTRATION OF THE WORK THROUGH SERVICE DIRECTIVES

- A. Attachment A identifies the general scope of work for this Agreement. The work will be authorized on a task basis by means of Services Directives (SD). SDs may be issued on a firm fixed price (lump sum) or billing rate (time and expense) basis.
- B. The PORT Project Manager will prepare SDs for specific scopes of work for the CONSULTANT. The PORT and CONSULTANT will negotiate a final scope (with tasks and deliverables) and Level of Effort (LOE) for each SD.
 - 1. CONSULTANT shall not perform any work prior to execution of the SD. A PORT executed SD serves as the Notice to Proceed for the services or tasks identified therein.
 - 2. The PORT shall not compensate the CONSULTANT for any work performed by the CONSULTANT or its subconsultants of any tier for work performed that:
 - a) Has not been authorized by an executed SD, or SD modification;

- b) Is out of scope,
 - c) Exceeds the not to exceed dollar value; and/or
 - d) Is completed after expiration of Agreement Duration
- C. SDs and SD Modification shall include the following elements:
 - 1. A scope of work with a description of tasks and deliverables;
 - 2. A schedule for receipt of deliverables;
 - 3. A schedule for completion of the SD;
 - 4. A maximum allowable not to exceed sum, supported by a level of effort identifying CONSULTANT staff and/or job classifications, hours, rates, and other direct costs that supports a maximum allowable not to exceed sum and, a schedule for receipt of deliverables OR;
 - 5. An agreed upon firm fixed price for performance of the work and a milestone payment or deliverable(s) schedule whereon the lump sum amounts should be paid.
 - 6. The PORT may require additional tasks be performed by the CONSULTANT related to this contract. A task is established to set up a contingency for such tasks. CONSULTANT may not use or bill against this task without specific written direction from the PORT. Such direction will be sent either via letter or email from the PORT Project Manager. The specific scope of work, deliverables, level of effort, and not to exceed value will be established in the letter or email.
- D. Service Directive (SD) Modifications
 - 1. An SD modification documents changes to the SD if the CONSULTANT and/or the PORT determine that;
 - a) The work of the SD requires additional time, scope, and compensation; and/or
 - b) Job Classifications are added to or deleted from the SD
 - 2. If the PORT agrees that the changes to the SD identified by the CONSULTANT or the PORT are required, the changes will be documented in an SD modification.
- E. The execution of individual SDs may occur at any time up to the expiration of the agreement ordering period, or when the not to exceed total compensation amount is expended, whichever occurs first.
 - 1. The ordering period is seven (7) years.
 - 2. The PORT will not initiate new SDs after the expiration of the ordering period.
 - 3. The PORT will amend the Agreement to extend the duration to coincide with the completion of the Work of SDs executed during the ordering period to ensure all work ordered is allowed to complete.

VII. RESPONSIBILITIES OF THE PORT

- A. The PORT shall designate a Project manager to coordinate and review the work of CONSULTANT and to coordinate the work of CONSULTANT with all agencies and individuals involved with the Project.
- B. CONSULTANT is expected to work closely with the Project Manager throughout the duration of this Agreement.
- C. The PORT shall furnish master specifications and standards for the preparation of the final plans and specifications for the Project. The PORT shall furnish standards for any electronic media provided by the CONSULTANT.
- D. As an accommodation to CONSULTANT, the PORT will upon request, furnish without charge such structural, mechanical, soils, chemical and other laboratory tests, inspections, appraisals, legal descriptions, data, reports, records, and maps, as it may have in its possession or may hereafter obtain, that are necessary to complete the service under this Agreement. Except as identified in Sections XXXIII. through XXXVI. of this Agreement, such information shall be provided "as-is" for general guidance only, and the PORT in no way warrants its sufficiency, adequacy or correctness, or any interpretation, deductions or conclusions derived there from. The use of such information for any purpose shall be at the sole risk and responsibility of CONSULTANT who shall, prior to such use, have satisfied itself that such information is adequate for such use.
- E. The PORT may furnish property, topographic, and construction surveys, for the Project. CONSULTANT shall immediately notify the PORT in writing of any errors, omissions, or inconsistencies found therein.
- F. Unless otherwise specified in the Scope of Services, the PORT shall be responsible for administration of construction contracts, if any, on the Project. CONSULTANT assumes no responsibility for proper construction techniques or any construction contractor's failure to perform its services in accordance with any contract documents.

VIII. RESPONSIBILITIES OF CONSULTANT

- A. CONSULTANT shall, with due diligence, furnish all necessary qualified personnel, material, and equipment, managing and directing same to complete the service described in this Agreement.
- B. All personnel used in performance of services shall be qualified and shall be authorized under State and Local law to perform such services.
- C. CONSULTANT will supply the PORT with any work product produced during the course of the Agreement on electronic media as directed by the PORT Project Manager.

- D. Neither review nor approval of CONSULTANT'S work by the PORT shall in any way relieve CONSULTANT from its duty to utilize a professional standard of care in the performance of its duties, nor will such review or approval in any way relieve CONSULTANT from liability to the PORT.
- E. No Party shall be liable to any other Party for breach of this Agreement as a result of a failure to perform or for delay in performance of any provision of this Agreement if such performance is delayed or prevented by force majeure.
 - 1. The term "force majeure" means any unforeseen or unavoidable cause reasonably beyond the affected Party's control. Force majeure may include but is not limited to natural events, labor or civil disruption, or orders of any court or agency having jurisdiction of the Party's actions.
 - 2. The Party whose performance is affected by force majeure shall notify the other Party in writing within 7 business days after becoming aware of any event that such affected Party contends constitutes force majeure. Such notice will identify the event causing the delay or anticipated delay, estimate the anticipated length of delay, state the measures taken or to be taken to minimize the delay, and estimate the timetable for implementation of the measures.
 - 3. The affected Party shall make all reasonable efforts to promptly resume performance of this Agreement and, when able, to resume performance of its obligations and give the other Parties written notice to that effect.
 - 4. The PORT is not obligated to pay CONSULTANT for any costs relating to delays due to force majeure. Delays in performance prevented by force majeure are not compensable.
- F. CONSULTANT shall comply with the PORT'S Computer-Aided Design (CAD) Standards:
 - 1. All drawings shall be prepared in strict compliance with the PORT's CAD Standards, current edition, which can be found at <https://www.portseattle.org/page/design-standards>. Additionally, the drawings shall comply with the Revised Code of Washington and Washington Administrative Code requirements for Professional Engineers and Registered Architects.
 - 2. All drawings must be submitted to the PORT's Design Quality Control ("QC") department by way of the PORT Project Manager for review and approval of CAD compliance prior to any publication for uses such as contract advertisement and finalization of as-builts. Such approval shall be in the PORT's sole discretion.
 - 3. Reuse of existing drawings in the preparation of Construction Documents for this project shall not be permitted unless approved in advance in writing by the PORT Project Manager.
- G. CONSULTANT shall use the PORT's Guide Specifications as a base document set in preparing the Project Specifications (the "Project Manual"). The PORT's Guide Specifications are available at <https://www.portseattle.org/page/guide-specifications>, and are organized according to the uniform construction specification index under Construction Specifications Institute (CSI) Master Format 2014 Edition for Divisions 1 through 50, and the PORT's Division 0 index for General and Supplemental Terms and Conditions. The Project Manual shall include all Divisions and Sections required for bidding and construction of the project. If no PORT guide specifications are available for an element of project content, the CONSULTANT shall prepare the appropriate specifications in CSI section and page format.

IX. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. CONSULTANT agrees that in all matters pertaining to the performance or carrying out of service under this Agreement, CONSULTANT shall at all times conduct business in a manner which complies with State and Federal law, including those included in Attachment E.
- B. It is the basic policy of the PORT to provide equal opportunity to the users of all PORT services and facilities and all contracting entities. Specifically, the PORT will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state, and federal laws. The equal opportunity principles in employment and subcontracting described in this policy shall apply to the PORT's employees, customers, consultants, contractors, and vendors to the extent possible as required by law.

X. PORT VALUES AND STANDARDS

- A. CONSULTANT certifies they will comply with all local, state, federal, and other laws, rules, regulations, and other requirements applicable to its operations, including those relating to environmental responsibility, worker safety, labor, anti-discrimination, and anti-human trafficking. CONSULTANT also acknowledges they will adhere to the Values and Standards of the PORT, included as Attachment G.

XI. ACCEPTABLE WORKPLACE ENVIRONMENT

- A. An Acceptable Workplace Environment encourages inclusive, productive, and safe behaviors and procedures; focuses on positive relationships between employers and employees, and among employees; and is free from bullying, hazing, harassment, and discrimination.
- B. The CONSULTANT shall promote an Acceptable Workplace Environment. Any behavior(s) that demonstrates hostility related to race, gender or sexuality, inappropriate conduct or comments intended to harm another individual, and/or hostile or discriminatory actions against another individual are strictly prohibited.

XII. ETHICS AND INTEREST OF CONSULTANT

- A. CONSULTANT covenants on behalf of itself and its subconsultants, that the firms performing work on this Agreement currently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.
- B. CONSULTANT certifies by executing this Agreement that CONSULTANT and subconsultants have reviewed and shall comply with the PORT's Consultant Ethics and Conflict of Interest, CC-2, attached hereto.

XIII. SUBCONTRACTS

- A. The PORT authorizes the CONSULTANT to subcontract, as necessary for services related to the CONSULTANT's performance under this Agreement and as specified by this Agreement.
- B. CONSULTANT shall require subconsultant to be bound by the terms of this Agreement and to assume all obligations and responsibilities that CONSULTANT assumes toward the PORT via subcontract with CONSULTANT. However, if scope of subcontracted services is limited or shorter in duration, Section XXIV. Insurance may be modified as needed to reflect the actual work of the subcontracted services.
- C. The PORT must review and approve CONSULTANT's utilization of subconsultants, and any and all billing rates for all subconsultant(s) proposed to be added to the Agreement prior to any work being performed by such subconsultant(s). Such approval will be in writing, through an executed amendment.

XIV. DIVERSITY IN CONTRACTING INCLUSION PLAN

- A. The PORT has determined that this Agreement has opportunities for participation by WMBE firms and CONSULTANT has established the following commitment for WMBE participation: **TBD%** of the total amount paid, including amendments. The CONSULTANT must perform affirmative efforts to develop and achieve this commitment in accordance with the Inclusion Plan included as Attachment D. The Inclusion Plan becomes a material part of the Agreement upon execution.
- B. The CONSULTANT is required to monitor and report its progress on a monthly basis. CONSULTANT shall use the firm(s) proposed for the work identified in Attachment A, Scope of Work to this Agreement. The PORT shall monitor compliance through monthly check-in meetings with the CONSULTANT and the CONSULTANT'S submission of MAPs as defined in Section III., Compensation.
- C. If the CONSULTANT proposes to substitute a diverse business identified on Attachment D with a different diverse business, CONSULTANT shall request such substitution in writing, and the PORT may verify the proposed firm's status and must provide written concurrence prior to such substitution.
- D. If the CONSULTANT proposes to substitute a diverse business with a non-diverse business, the CONSULTANT shall demonstrate the steps it took to locate another qualified firm and why it was unsuccessful in securing the services of a diverse business in writing to the PORT for approval. The CONSULTANT will still be required to comply with the commitment included in Attachment D unless CONSULTANT can demonstrate a sound basis for the substitution and that no other diverse businesses have the capacity and qualifications to perform the work, and the PORT, in its sole discretion, may issue an amendment reflecting the change. The PORT shall not be responsible for any costs resulting from substitution of Sub-Consultants.
- E. The commitment will apply to amendments that add scope and/or increase the total price of this Agreement. If the Agreement price is decreased as a result of an Amendment that reduces or deletes any of the scope of work, the WMBE commitment will be reduced only to the extent that such work was being performed by a WMBE.
- F. Failure to comply with the affirmative efforts to develop and achieve the commitment may impact selection decisions on future opportunities with the PORT.
- G. The PORT reserves the right to publicly publish the Diversity in Contracting utilization data on this contract on the PORT's website or any other public communication forums.

XV. CONSULTANT PERSONNEL

- A. CONSULTANT will ensure that individuals who are specifically identified in this Agreement shall perform the work assigned in Attachment A. CONSULTANT will take appropriate action with respect to any individuals that are not performing satisfactorily within five (5) business days of the CONSULTANT being made aware of such non-satisfactory performance or conduct. CONSULTANT will not charge the PORT a fee to make any replacement, and any replacements shall have equal or better skill and experience and be provided to the PORT at the same or lower rate.
- B. CONSULTANT agrees not to replace or remove any individuals who are specifically identified in this Agreement, unless unavoidable, such as due to serious illness, death, or termination of employment. Assigned individuals

shall remain assigned until completion of services. CONSULTANT may request that a particular individual be replaced with a person of equal or better skill and experience and, if agreed by the PORT by written consent, the period of time required to orient and familiarize the replacement with the services being performed will be provided at no charge to the PORT. Key Personnel, if any, are identified in Attachment B of this Agreement.

XVI. INDEPENDENT CAPACITY OF CONSULTANT

In performance of this Agreement, CONSULTANT, and any agents, employees of CONSULTANT and subconsultants are acting as independent consultants and not in any manner as officers or employees or agents of the PORT. Payment of any income, payroll, or similar taxes due under federal, state, or local law shall be the sole responsibility of CONSULTANT and its subconsultants.

XVII. CONFIDENTIALITY

- A. CONSULTANT shall not use or disclose Confidential Information for any purpose not directly connected with performance of the scope of work of this Agreement except with prior written consent of the PORT or as may be required by law.
- B. Confidential information includes, without limitation, any information in any form that the PORT considers to be confidential and proprietary. CONSULTANT shall not use confidential information for the benefit of the CONSULTANT or a relative. CONSULTANT shall not use or disclose confidential information, or any other information learned by CONSULTANT relating to operations or business practices of the PORT to any third party or in any manner that is detrimental to the PORT.
- C. CONSULTANT shall not:
 - 1. Allow for the release, distribution or dissemination or disclosure of any documentation obtained in any manner pursuant to this Agreement;
 - 2. Allow the release distribution or dissemination of information or disclosure of any documentation obtained in any manner that relates to the business activities of the PORT pursuant to this Agreement; and/or,
 - 3. Disclose to third party any notes, reports, electronic files, including emails or any other materials, information.
- D. CONSULTANT may not use the PORT logo except on work products produced for the PORT or on a proposal/submittal to the PORT. Use of PORT name or logo that implies PORT endorsement of the entity is prohibited unless written consent is provided by the Director of Public Affairs or Manager, Corporate Communications.
- E. CONSULTANT acknowledges that monetary damages may not be a sufficient remedy for a breach of this Section XVII. and that the PORT 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.

XVIII. AUDIT AND ACCESS TO RECORDS

- A. CONSULTANT shall maintain books, ledgers, records, documents, or other evidence relating to the costs and/or performance of the Agreement ("records") on a generally recognized accounting basis and to such extent and in such detail as will properly reflect and fully support all fees, costs, and charges.
- B. With regard to the records, CONSULTANT shall do and require its employees, agents and subconsultants to do the following:
 - 1. Make such records open to inspection or audit by representatives of the PORT during the term of this Agreement and for a period of not less than three years after the expiration of this Agreement.
 - 2. Retain such records for a period of not less than three years after the expiration of this Agreement; provided, however, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated, such records shall be retained until the later of (a) resolution or completion of litigation, claim or audit; or (b) six years after the date of termination of this Agreement.
 - 3. Provide adequate facilities reasonably acceptable to representatives of the PORT conducting the audit so that such representatives can perform the audit during normal business hours.
 - 4. Make a good faith effort to cooperate with representatives of the PORT conducting the audit. 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 CONSULTANT 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.
 - 5. CONSULTANT is responsible for any audit exceptions or disallowed costs incurred by CONSULTANT.

XIX. OWNERSHIP OF WORK PRODUCTS

- A. All documents including, but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analysis, studies or any other original works of authorship created by CONSULTANT and delivered to the PORT in the performance of this Agreement are to be and remain "works for hire" under Title 17, United States Code, and the property of the PORT and all copyright ownership and authorship rights in the work(s) shall belong to the PORT pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Agreement is deemed to not be work for hire, then CONSULTANT hereby assigns to the PORT all of the right, title, and interest for the entire world in and to the work(s) and the copyright therein. CONSULTANT agrees to cooperate and execute additional documents reasonably necessary to conform with its obligations under this paragraph.
- B. All documents, together with all unused materials supplied by the PORT, are to be delivered to the PORT upon completion or termination of this Agreement before the final payment is made to CONSULTANT.
- C. To the extent CONSULTANT utilizes to create, or incorporates into, the works for hire described in Paragraph A above, any intellectual property previously developed and owned by CONSULTANT prior to the provision of the Services under this Agreement (hereinafter referred to as "CONSULTANT Pre-existing Intellectual Property"), then the PORT shall own the tangible work product, however CONSULTANT shall continue to own such CONSULTANT Pre-existing Intellectual Property, and CONSULTANT hereby grants to PORT a non-exclusive, royalty-free, irrevocable, worldwide, perpetual license to use, reproduce, modify, adapt, distribute, make derivative works of, and disclose such CONSULTANT Pre-existing Intellectual Property for any purpose.

XX. PUBLIC DISCLOSURE

CONSULTANT acknowledges that the PORT may be required to disclose information provided by CONSULTANT pursuant to the Washington State Public Records Act, Chapter (RCW 42.56). The PORT will determine whether the documents should be disclosed. In no event shall the PORT be liable to CONSULTANT for disclosure of documents and information, including work product, excluded inventions and intellectual property rights it deems necessary to disclose under the law.

XXI. ASSIGNABILITY

Neither the PORT nor CONSULTANT shall assign or transfer any interest in this Agreement without the prior written agreement of the other.

XXII. TERMINATION FOR CONVENIENCE

- A. The PORT may terminate this Agreement, in whole or in part, for the convenience of the PORT. To do so, the PORT shall issue a termination for convenience notice specifying the extent of the termination and the effective date.
- B. If the PORT terminates this Agreement for convenience, the PORT shall pay the CONSULTANT only for time or costs incurred in accordance with the Agreement for services satisfactorily performed to the date of termination.
- C. Upon receipt of a termination notice the CONSULTANT shall at no additional cost to the PORT:
 - 1. Promptly discontinue all services affected (unless the notice directs otherwise);
 - 2. Terminate all subcontracts to the extent they relate to the work terminated; and
 - 3. No later than thirty (30) calendar days after receipt of termination, promptly deliver or otherwise make available to the PORT all documentation or materials CONSULTANT or subconsultants may have accumulated in performing this Agreement, whether completed or in progress.
- D. Upon termination, the PORT may take over the work and directly or through a third party complete the work.

XXIII. TERMINATION FOR DEFAULT

- A. The PORT may terminate for default this Agreement, in whole or in part, in writing if the CONSULTANT substantially fails to fulfill any or all of its material obligations under this Agreement after reasonable written notice and the opportunity to cure any deficiencies.
- B. If the PORT terminates all or part of this Agreement for default, the PORT shall determine the amount of work satisfactorily performed to the date of termination and the amount owing to the CONSULTANT provided, that (a) no amount shall be allowed for anticipated profit on unperformed services and (b) any payment due to the CONSULTANT at the time of termination may be adjusted to the extent the PORT has to incur additional costs due to the CONSULTANT's default. In such event, the PORT shall consider the actual costs incurred by the CONSULTANT in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, whether that work is in a form or of a type which is usable and suitable to the PORT at the date of termination, the cost to the PORT of completing the work itself or of employing another firm to complete it and, the inconvenience and time which may be required to do so, and other factors which affect the value to the PORT of the work performed to the date of termination. Under no

circumstances shall payments made under this provision exceed the total price set forth in this Agreement. This provision shall not preclude the PORT from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

- C. Upon receipt of a termination notice the CONSULTANT shall at no additional cost to the PORT:
1. Promptly discontinue all services affected (unless the notice directs otherwise);
 2. Terminate all subcontracts to the extent they relate to the work terminated; and
 3. No later than thirty (30) calendar days after receipt of termination, promptly deliver or otherwise make available to the PORT all documentation or materials CONSULTANT or subconsultants may have accumulated in performing this Agreement, whether completed or in progress.
- D. Upon termination, the PORT may take over the work and directly or through a third party complete the work.
- E. If, after termination for default, it is determined that the CONSULTANT had not defaulted, the termination shall be deemed to have been affected for the convenience of the PORT. In such event, the equitable adjustment shall be determined as set forth in the Termination for Convenience provision.

XXIV. INSURANCE

- A. Prior to commencement of services under this Agreement and if required below, CONSULTANT shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers including captives, with a current A.M. Best's rating of no less than "A Minus V". Captives who are not rated by A.M. Best shall provide evidence of equivalent solvency that is acceptable to the PORT. CONSULTANT shall submit to the PORT a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the PORT, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. CONSULTANT agrees to notify the PORT upon any material change of coverage or reduction in limits. Where identified below, CONSULTANT shall submit endorsements with the Certificate of Insurance. CONSULTANT shall provide evidence of insurance on each insurance renewal date, throughout the duration of the Agreement.

When insurance is required, CONSULTANT shall procure and maintain insurance in the following minimum form and limits. The limits shall not be construed as to relieve the CONSULTANT from liability in excess of the limits. The minimum limits indicated below do not indicate that the PORT has assessed the risks that may be applicable to the CONSULTANT under this Agreement. All deductibles or self-insurance retentions are the responsibility of the CONSULTANT. CONSULTANT 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 CONSULTANT may carry. The CONSULTANT shall provide to the PORT, if requested, a redacted copy of any insurance policy required under this Agreement, including a copy of the policy declarations, binder, all endorsements, and any policy amendments.

1. Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or equivalent) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. The insurance shall cover liability arising from premises, operations, independent contractors, products completed operations, personal and advertising injury, and liability assumed under an insured Agreement. The CONSULTANT'S insurance shall be primary and non-contributory with respect to any insurance the PORT carries and apply separately to each insured.

This Agreement ☒ does ☐ does not require commercial general liability insurance.

- a) PORT shall be named as an additional insured for all work arising out of CONSULTANT'S work using ISO Form CG 20 26 or an equivalent endorsement approved by the PORT.
- b) When a self-insured retention (SIR) or deductible exceeds \$25,000 the PORT reserves the right, but not the obligation, to review and request a copy of the CONSULTANTS most recent annual report or audited financial statement.
- c) If the services to be provided in this Agreement include the installation or construction of a product on PORT property, the CONSULTANT shall be required to add the PORT as an additional insured with respect to "complete operations" using ISO Form CG 20 26 11 85 or equivalent.

This Agreement ☐ does ☒ does not require an endorsement to add the PORT as an additional insured for completed operations.

2. Automobile Liability Insurance: Agreements in which the CONSULTANT, will utilize one or more vehicles to complete the Scope of Work may require evidence of automobile liability insurance.

This Agreement ☒ does ☐ does not require automobile liability insurance.

When automobile liability insurance is required, it shall be provided on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent). Coverage is to be extended

to all "owned, non-owned, hired, leased, and borrowed automobiles" (as defined on ISO Form CA 00 01). Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form. The box or boxes marked below indicate the type of coverage and limit needed; more than one box may be checked.

- a) ☐ The limit of insurance shall be not less than \$1 million per occurrence for all driving on PORT Terminals, 5, 10, 18, 25, 30, 46, 47, 86, 90, 91, 104, and 115;
- b) ☐ The limit of insurance shall be not less than \$5 million per occurrence for all driving on the non-movement area of the airfield operations area at Seattle-Tacoma International Airport;
- c) ☐ The limit of insurance shall be not less than \$10 million per occurrence for all driving on the movement area of the airfield operations area at Seattle-Tacoma International Airport;
- d) ☒ The limit of insurance shall be not less than \$300,000 per occurrence
- e) ☐ The limit of insurance shall be not less than \$500,000 per occurrence for any individual or entity that is to use a PORT Vehicle.

3. Professional Liability Insurance (also referred to as Errors and Omissions). Agreements requiring professional services such as, but not limited to engineering design or surveying, architectural services, software services, information technology services, environmental services, real estate management, legal services, or financial advisory services, may require Professional Liability insurance coverage.

This Agreement ☒ does ☐ does not require Professional Liability insurance coverage.

If required, CONSULTANT shall provide Professional Liability (E&O) insurance in an amount not less than \$1,000,000 per claim or wrongful act and \$2,000,000 in the policy aggregate on a practice policy to cover the CONSULTANT and its employees. CONSULTANT may choose to provide a project specific policy, in lieu of a practice policy, in which case the insurance shall be in an amount not less than \$N/A per claim or wrongful act and in the policy aggregate. Subconsultants retained by CONSULTANT who are performing professional services, shall either be added onto the policy of the CONSULTANT, or subconsultant shall provide and obtain a similar policy of Professional Liability insurance coverage that covers the Subconsultant and its employees. When a self-insured retention (SIR) or deductible exceeds \$25,000, the PORT reserves the right, but not the obligation, to review and request a copy of the CONSULTANT'S most recent annual report or audited financial statement. If coverage is to be provided on a claims-made basis, the CONSULTANT shall warrant that any policy retroactive date precedes the effective date of this Agreement. In addition, continuous coverage must be maintained throughout the Agreement and for one year beyond the completion of the Agreement, or the CONSULTANT shall purchase an extended discovery period policy for not less than one year from the completion of work.

4. Employer's Liability Insurance (Washington Stop Gap Liability). If CONSULTANT is providing services that include the installation or construction of a product on PORT property, the CONSULTANT shall be required to provide Washington State Stop Gap employers' liability insurance. This shall be in an amount of \$ 1 million per accident and \$1 million per disease using ISO CG 04 42 11 03 or equivalent. This coverage may be provided by endorsing the primary commercial general liability policy.

This Agreement ☐ does ☒ does not require stop gap employer's liability insurance.

5. Certain Agreements may require specialized insurance or specialized policy endorsements to cover the unique aspects of the scope of work. This may result in a requirement for the CONSULTANT to provide specialized insurance or a specialized policy endorsement to cover employee dishonesty liability, aircraft liability, pollution liability (including lead, asbestos, and mold), watercraft liability, network security/cyber liability, liquor liability, special event liability or other liability associated with the work to be performed. If the box below is checked, then specialized insurance coverage or a specialized endorsement is to be provided, in accordance with the requirements listed in Sections XXXIII. through XXXVI. of this Agreement.

This Agreement ☐ does ☒ does not require specialized insurance coverage, or a specialized policy endorsement.

- B. CONSULTANT is responsible for complying with the Washington State laws that pertain to industrial insurance (Reference Revised Code of Washington, Title 51 Industrial Insurance) for CONSULTANT, its employees, and subconsultants. CONSULTANT shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of CONSULTANT'S workers' compensation account prior to commencing work, including those CONSULTANTS who are qualified self-insurers with the state. CONSULTANT bears the responsibility to ensure that any out-of-state (non-Washington) employees and subconsultants have appropriate workers compensation coverage while working for the PORT in Washington State. CONSULTANT may be exempt from state workers' compensation insurance requirements (Reference RCW 51.12.020) such as if CONSULTANT is a sole proprietor. CONSULTANT shall indicate its status below by

marking the appropriate box. If neither box is checked, CONSULTANT must show evidence of industrial insurance coverage with a current employer liability certificate.

CONSULTANT ☐ is ☒ is not exempt from state workers' compensation and industrial insurance requirements.

The PORT reserves the right to recover funds owed to CONSULTANT under this Agreement for any fees the PORT pays to the Washington State Department of Labor and Industries that are the responsibility of the CONSULTANT under RCW 51.12.070.

- C. Certain work or services under this Agreement may require Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§901 et seq.) insurance coverage, coverage to comply with the Federal Employers' Liability Act, or Jones Act coverage. Failure to obtain coverage, in the amount required by law, may result in civil and criminal liabilities. CONSULTANT is fully responsible for ascertaining whether or not such insurance is required. If these or any other federally required insurance coverages apply to this Agreement, the CONSULTANT is responsible for obtaining the coverage, and/or meeting any self-insurance requirements to qualify as a self-insurer.

XXV. INDEMNITY

- A. CONSULTANT shall defend, indemnify and hold the PORT harmless from all losses to the extent caused, or alleged to be caused, by any negligent act or omission of CONSULTANT. This obligation of indemnity does not, however, extend to losses caused by the negligence (whether sole, concurrent, or contributory) of the PORT. CONSULTANT'S indemnity obligation shall extend – under any and all such circumstances – to all liability, claims, damages, losses, and expenses incurred by the PORT, whether direct, indirect, consequential, and specifically including (but not limited to) attorneys' and CONSULTANT'S fees and other expenses of litigation or arbitration (for convenience, these are collectively referred to as "losses") that arise from the particular act or omission giving rise to the indemnity obligation.
- B. In any and all claims against the PORT by any employee of CONSULTANT, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for CONSULTANT 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). To the extent necessary to effectuate such indemnity, CONSULTANT expressly waives any immunity CONSULTANT might have under such laws, and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.
- C. 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.
- D. For purposes of this provision only, the term "PORT" shall mean and include the PORT and its commissioners, other officers, employees, and agents, and the term "CONSULTANT" shall mean and include CONSULTANT, all of its subconsultants and suppliers at all tiers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- E. CONSULTANT and the Port agree that there is no intent to create an employment relationship between the Port and any CONSULTANT employees. CONSULTANT shall defend, indemnify, and hold the Port harmless from all losses which re caused or alleged to be caused, in whole or in part, by any act or omission of the Port, and CONSULTANT's defense and indemnity obligation shall extend to any administrative claim or lawsuit arising out of any purported employment relationship.

XXVI. REPRESENTATIONS AND STANDARD OF CARE

- A. CONSULTANT represents that:
1. CONSULTANT shall perform its services with that degree of care and skill ordinarily exercised by professional consultants practicing in the same discipline and claiming a similar degree of specialization and/or expertise;
 2. any errors or omissions in its deliverables shall be promptly corrected or revised without additional compensation; and
 3. CONSULTANT warrants that all deliverables or Work Product shall be the original work of CONSULTANT and CONSULTANT has the ability to transfer clear title and Intellectual Property Rights for such deliverables to the PORT.
- B. The PORT shall have the right to deduct from any payments due CONSULTANT any costs or damages incurred by the PORT, or which may be incurred by the PORT, as a result of the CONSULTANT'S failure to comply with the terms of this Agreement or failure to meet the professional standard of care.

XXVII. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to perform all services and its obligations under this Agreement in compliance with all applicable local, state, and federal laws.

XXVIII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington, excluding its choice of law rules. Venue for any action between the PORT and CONSULTANT, arising out of or in connection with this Agreement, shall be in the state or federal courts in King County, Washington.

XXIX. NO THIRD-PARTY BENEFICIARY

The PORT and the CONSULTANT enter into this Agreement for the sole benefit of the two parties in exclusion of any other party, and no third-party beneficiary is intended or created by execution of this Agreement. Nothing in this Agreement is intended to and/or shall be construed to give any rights or benefits to any subconsultant, individual, company, and/or firm other than the PORT and the CONSULTANT.

XXX. ORDER OF PRECEDENCE

The provisions of this Agreement are complementary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Amendments
- B. Supplemental Conditions
- C. Service Agreement Terms and Conditions
- D. Service Directives, as modified
- E. Scope of Work
- F. Fee Schedule
- G. Diversity in Contracting Inclusion Plan
- H. Additional attachments

In the event of a conflict between provisions of this Agreement and applicable laws, codes, ordinances, regulations, or orders of governmental authorities having jurisdiction over the services or work product provided under this Agreement or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern.

XXXI. WAIVER

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 amendment signed by the parties hereto.

XXXII. SURVIVORSHIP

The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

XXXIII. CONSULTANT IDENTIFICATION, ACCESS CONTROL, AND SECURITY REQUIREMENTS

- A. A portion of this Contract requires work to be performed within an area of the Seaport controlled for security reasons. That area is defined as the area within a Coast Guard Regulated facility subject to the provisions of the Maritime Transportation Security Act (MTSA) of 2002 and Title 33 CFR, Part 105, delineated by security fence, and all other restricted areas indicated on applicable drawings, or as posted on the Seaport premises ("restricted/secured area"), or otherwise defined under each Terminal Facility Security Plan. No CONSULTANT personnel are allowed to work in these restricted areas without a valid TWIC.
- B. All CONSULTANT personnel working in secure and restricted areas (as defined in Title 33, Code of Federal Regulations (CFR) Parts 104, 105 and 106) on this project shall have valid Department of Homeland Security issued Transportation Worker Identification Credential (TWIC) in accordance with Title 33, CFR, Part 101.514.
- C. Restricted Area Training: All individuals requiring unescorted access to restricted areas will be required to provide documentation that they have successfully completed basic security awareness training as required in 33 CFR 105.215. This training must be completed prior to allowing unescorted access to restricted areas of PORT marine terminals subject to 33 CFR 105.
- D. Issuance of Identification Badges:

1. In order to obtain a TWIC, the CONSULTANT must apply for a TWIC card through the TWIC program as administered by the Transportation Security Administration (TSA). Information on this program can be found on the internet at <http://www.tsa.gov/twic>.
 2. All work and expenses required to obtain a TWIC or for other activities required in this section shall be borne by the CONSULTANT as part of the Contract.
- E. Rules and Regulations Regarding Identification Badges
1. TWIC cards must be worn at all times on the outermost garment above waist height in order to gain access to and remain in restricted areas.
 2. Any employee found in a restricted area without a valid TWIC will be escorted from that location and not be allowed to return until wearing a proper TWIC. This will be reported to the National Response Center as a security breach.
 3. Employees shall be allowed access to the restricted areas only as necessary to travel to and from the project location. Any employee found in any portion of the restricted areas other than the project location or the area to and from the project location will no longer be permitted to work at the Seaport in a restricted area.
- F. Escorting:
1. Escorts must comply with the requirements of 33 CFR 101 and 105, and be authorized by the Facility Security Officer, or designee, of the facility where escorting is to be performed.
 2. Only those individuals with a valid TWIC authorized access to a particular door/gate, may escort no more than five (5) individual(s) in direct line of sight at all times. Those persons being escorted must possess a valid form of identification that must, at a minimum meet the following requirements:
 - a) Be laminated or otherwise secure against tampering;
 - b) Contain the individual's full name (full first and last names, middle initial is acceptable);
 - c) Contain a photo that accurately depicts that individual's current facial appearance; and
 - d) Bear the name of the issuing authority.
 - e) The issuing authority must be a government authority, or an organization authorized to act on behalf of a government authority.
 3. THE ESCORT MUST REMAIN WITH THE INDIVIDUAL(S) BEING ESCORTED AT ALL TIMES WHILE IN RESTRICTED AREAS.
- G. Lost or Stolen TWIC.
1. All TWIC's that are lost, stolen, or otherwise unaccounted for must be immediately reported to the Transportation Security Agency TWIC help desk 1-866-DHS-TWIC.
 2. After the applicant reports the card as lost, stolen, or damaged, the help desk will contact the card production facility to trigger production of a replacement TWIC. The replacement credential will be sent to the enrollment center designated by the applicant for pick up.
 3. TSA will add the lost, stolen, or damaged credential to the list of revoked cards to decrease the chance that the credential could be used by an unauthorized person to gain unescorted access. This list of revoked cards (the 'hotlist') will be available on the TWIC portal to appropriate individuals within the maritime community (Vessel Security Officer, Facility Security Officer, Coast Guard Captain of the PORT) in order to monitor access to secure areas. Once the replacement TWIC arrives at the enrollment center, the applicant will pick up and pay the card replacement fee. The replacement card will have the same expiration date as the original.
- H. Unsecured Doors/Gates: CONSULTANTS and their employees will be held accountable for doors and gates located within their work sites that provide direct or indirect access to restricted or secured areas of the PORT by unauthorized individuals. Doors and gates that provide such access must NOT, under ANY circumstances, be left open and unattended. Individuals who have been issued TWIC cards are required to challenge any individual attempting unauthorized access to restricted areas and report all violations to the terminal security staff immediately.
- I. CONSULTANT requiring access through vehicle gates not normally staffed must make arrangements for access through the Facility Security Officer or designated security staff on the marine terminal.
- J. Compliance with these regulations and TSA directives will be monitored by the Seaport Security Coordinator, other PORT personnel or other regulatory agencies. Failure on the part of the CONSULTANT to comply may result in fines or other monetary considerations levied against the PORT. In the event an action or absence of action, by the CONSULTANT with regard to the TSA directive leads to any damages against the PORT, the CONSULTANT shall be liable for, and reimburse the PORT for, all costs involved.

XXXIV. SAFETY

CONSULTANT shall be responsible for employing adequate safety measures and taking all action reasonably necessary to protect the life, health, and safety of the CONSULTANT and its employees, contractors, and subcontractors as well as the public while working on PORT premises. Nothing the PORT may do, or fail to do, with respect to safety shall relieve CONSULTANT of this responsibility. CONSULTANT is responsible for providing all required personal protective equipment for its employees. CONSULTANT is responsible for ensuring CONSULTANT and its employees, contractors, and subcontractors are properly trained in areas of safety that pertain to the project and the complete scope of work.

XXXV. RESERVED

XXXVI. RESERVED

XXXVII. ENTIRE AGREEMENT

This Agreement sets forth in full the entire Agreement of the parties in relation to the subject matter hereof and any other agreement, representation, or understanding, verbal or otherwise, relating to the services of CONSULTANT, or otherwise dealing in any manner with the subject matter of this Agreement is hereby deemed to be null and void and of no force and effect whatsoever. This Agreement may be changed, modified, waived, or amended only by written amendment executed by both of the parties hereto.

If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law. The provisions of this Agreement are intended to be severable. If any provision is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remaining provisions of this Agreement.

This Agreement may be executed in counterparts, which may be transmitted via facsimile or email, each of which shall constitute an original, and all of which will be deemed a single document. Signature of an email or facsimile copy of this Agreement, and transmission of a signature page by email or facsimile, shall bind the signing party to the same degree as delivery of a signed original.

PORT OF SEATTLE

TBD

CONSULTANT certifies to the best of its knowledge that it is not presently disbarred or suspended from any federal department or agency transactions. CONSULTANT also declares they are not a previous PORT Employee.

Consultant warrants that they and their subconsultants are not Russian Federation-based entities, and that they will comply with the Port of Seattle's Proclamation dated March 8, 2022 linked herein [Proclamation March 08 2022](#)

By signing this agreement, CONSULTANT represents it complies with these requirements.

Authorized Signature

(Print or Type Name and Title of Signer)

Date _____

Address: **Attn: Lisa Maddox**
17900 International Blvd Ste. 400B
SeaTac, WA 98188

Phone: **(206) 245-8213**

Email: **Maddox.L@portseattle.org**

Authorized Signature

(Print or Type Name and Title of Signer)

Date _____

Address: **Attn:**

Phone: **()**

Email: _____

| | |
|---|---|
| <p>Attachments:</p> <p><input type="checkbox"/> Attachment A – Scope of Work</p> <p><input type="checkbox"/> Attachment B – Fee Schedule</p> <p><input type="checkbox"/> Attachment C – Company Information</p> <p><input type="checkbox"/> Attachment D – Diversity in Contracting Inclusion Plan</p> <p><input type="checkbox"/> Attachment E – Title VI Provisions</p> <p><input type="checkbox"/> Attachment F – Consultant Ethics and Conflict of Interest, CC-2</p> <p><input type="checkbox"/> Attachment G – Statement of Values, Standards, and Expectations for Third Parties</p> | <p>Taxpayer Identification Number ("TIN"):</p> <p>_____</p> <p>Washington State Unified Business Identifier ("UBI") Number:</p> <p>_____</p> <p>State Worker Compensation Account Number:</p> <p>_____</p> |
|---|---|

ATTACHMENT A
SCOPE OF WORK
To be Inserted at Contract Execution

ATTACHMENT B
FEE SCHEDULE
To be Inserted at Contract Execution

ATTACHMENT C
COMPANY INFORMATION
To be Inserted at Contract Execution

ATTACHMENT D
DIVERSITY IN CONTRACTING INCLUSION PLAN
To be Inserted at Contract Execution

ATTACHMENT E
TITLE VI
NON-DISCRIMINATION AND AFFIRMATIVE ACTION
SUPPLEMENTAL CONDITIONS

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT (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 CONSULTANT, with regard to 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 subconsultants, including procurements of materials and leases of equipment. The CONSULTANT 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 CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'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 CONSULTANT 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 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT 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 CONSULTANT's noncompliance with the Non- discrimination 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 necessarily limited to:
 - a. withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the CONSULTANT may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

1. 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);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
3. 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);
4. 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. 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);
7. 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);
8. 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;
9. 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.*).

ATTACHMENT F
CONSULTANT ETHICS AND CONFLICT OF INTEREST

Serving the PORT With Integrity
CC-2 as of 8/16/2011
Original – 1/1/2010 Revisions: 8/16/2011

I. The PORT's Interests Come First

PORT consultants ("Consultants") are expected to serve the PORT with the highest standards of ethical conduct and to avoid situations that create a real or perceived "conflict of interest." Consultants are also expected to conserve and responsibly use the resources that the public has entrusted to the PORT, to act in accordance with applicable laws and professional standards and to conduct business with the PORT in a manner that will reflect positively on the PORT, its employees, its consultants, and the community.

For purposes of this policy:

"Consultant" or "Consultants" refers to any organization or individual that responds to a PORT solicitation or receives compensation directly or indirectly from a Contract with the PORT. The term "Consultant" or "Consultants" includes individuals working for or on behalf of the consulting organization.

"Contract" refers to an agreement for the provision of personal or professional services.

"Financial or Beneficial Interest" is defined to include (a) a creditor, debtor or ownership interest in an amount or value in excess of \$1,500; (b) any employee, consultant, or partnership arrangement; or (c) any option to purchase real or personal property. A Consultant shall be presumed to have knowledge of any Financial or Beneficial Interest held by a Relative.

"Representing Consultant" is a Consultant who is retained to represent, or who gives the appearance of representing, the PORT.

"Relative" is defined to include a Consultant's spouse, domestic partner, parent, child, sibling, aunt, uncle, cousin, niece, nephew, grandparent, grandchild, in-law, and any person with whom the Consultant has a relationship that is substantially equivalent to any of the above.

A "conflict of interest" exists when a Consultant's obligations and commitments to the PORT are, or may be, in conflict with the Consultant's financial or other personal interest, or with the Consultant's obligations or commitments to others. A conflict of interest may exist in a specific Contract, or when the nature of the services to be performed in a specific Contract creates an actual or potential conflict of interest in future work for the PORT. Consultants must ensure that any financial or personal interest, or other business activity, is kept separate from their consulting role at the PORT and does not influence their services to the PORT. Consultants need to use common sense and keep the interests of the PORT in mind at all times. In addition to avoiding actual conflicts of interests, Consultants must avoid situations that could *appear* to be a conflict of interest.

Conflicts of interest are not always obvious or clear. When in doubt, review the situation with the PORT Central Procurement Office representative identified in the solicitation ("CPO Representative") or the PORT project manager identified in the Contract. ("Project Manager"). You may also contact the PORT Workplace Responsibility Officer with any questions about this policy or to review a potential conflict of interest situation or other ethics issue.

II. Real or Perceived Conflicts of Interest

The following are examples of situations in which a Consultant may feel conflicting loyalties between the Consultant's private interests or other business activities and the Consultant's responsibilities and commitments to the PORT.

A. Disclosable Conflicts from Business Relationships

The fact of a disclosable conflict of interest is not in itself a violation of this policy. Instead, it is something that must be disclosed and waived by the PORT.

A conflict of interest may exist when a Consultant performs services for another entity if those services (i) potentially adversely impact the PORT or (ii) require or result in disclosure of confidential information.

A conflict of interest may exist when a Representing Consultant, a Relative, or someone with whom a Representing Consultant has a significant personal relationship, directly or indirectly, owns any significant interest in or operates an organization that competes with the PORT, is doing business with the PORT, or plans to do business with the PORT. Representing Consultants should, therefore, avoid owning interests in or operating companies that compete with the PORT, other than minimal amounts of stock in publicly traded companies.

A conflict may also arise when a Representing Consultant or a Relative is employed by or represents a regulatory agency with authority over PORT functions.

Duty to Disclose: Consultants must disclose to the CPO Representative or Project Manager all potential situations that could present a real or perceived conflict of interest. The disclosure should be made as soon as practicable, but not later than seven days after the potential conflict was known or should reasonably have been known to the Consultant. The PORT will document the disclosure. The Central Procurement Office, with the concurrence of the Workplace Responsibility Officer, will determine whether the PORT will waive the conflict of interest and/or identify appropriate steps to be taken to avoid or mitigate the conflict of interest. The Consultant shall not execute any contracts or perform any services for the PORT that are related to the actual or perceived conflict of interest unless and until a waiver is granted.

B. Prohibited Conflicts

Prohibited conflicts are a violation of this policy and must be disclosed to the PORT.

No Consultant shall accept, directly or indirectly, any compensation, gratuity, or reward in connection with a contract from any other person beneficially interested therein.

A Consultant shall not participate in any decision-making, review, approval, selection, authorization, or supervisory activity concerning any contract or PORT transaction in which the Consultant or a Relative has a Financial or Beneficial Interest.

A Consultant shall not, directly, or indirectly, ask for or give or receive or agree to receive any compensation, gift, reward, or gratuity from a source outside the PORT for performing, omitting, or deferring the performance of any contractual, legal, or professional obligation relating to the Consultant's consulting role, unless otherwise authorized by law.

A conflict of interest arises when a Consultant is in a position to exploit the Consultant's role or use of PORT resources to advance the Consultant's financial or other business or personal interests. Consultants must avoid circumstances in which it appears, or to a reasonable person might appear, that the Consultant is requesting or otherwise seeking special consideration, treatment, or advantage because of the Consultant's engagement with the PORT.

Consultants shall not use their consulting role to secure special privileges or exemptions for themselves or a Relative. This includes obtaining any items or services at below market rates or confidential information from PORT customers, suppliers, contractors, consultants, or lessees (or potential customers, suppliers, contractors, consultants, or lessees) or other Consultants. It also includes a Consultant using his or her engagement with the PORT to help a Relative get a job offer from the PORT or obtain a job offer from a PORT business partner.

Duty to Disclose: Consultants must disclose to the CPO Representative or Project Manager all situations that potentially or actually constitute a prohibited conflict of interest. The disclosure should be made as soon as practicable, but not later than seven days after the prohibited conflict was known or should reasonably have been known to the Consultant.

III. Use of PORT Equipment

Consultants are expected to use PORT-owned property and equipment for official PORT business related to an existing Contract. Consultants may not use PORT owned property or equipment for any other business purpose.

A Consultant shall not take or use PORT-owned property and equipment for personal purposes, convenience, or profit. This includes, but is not limited to, taking, or using PORT vehicles, shop tools, fax machines, copiers, postage, office supplies, cameras, smartphones, and laptops. It is not a violation of this policy for a Consultant to engage in de minimis or incidental personal use of such property or equipment while at the PORT workplace.

When using PORT electronic systems and social media, Consultants must comply with the PORT's Electronic Systems and Social Media policies, which are posted on the PORT's public web site.

IV. Safeguarding Confidential Information

A Consultant shall not use or disclose confidential information to third parties, unless authorized by the PORT in writing. "Confidential Information" includes, without limitation, any information in any form that the PORT considers to be confidential and proprietary and is not publicly available. A Consultant shall not use Confidential Information for the benefit of the Consultant or a Relative. A Consultant shall not use or disclose Confidential Information in any manner that is detrimental to the PORT, regardless of whether the use or disclosure results in any benefit to the Consultant or Relative.

A. Employment

A Consultant shall disclose an offer of employment or receipt of compensation from an Employer if the Consultant knows, has reason to believe, or the circumstances would lead a reasonable person to believe, that the offer of employment or compensation was intended, in whole or in part, directly or indirectly, to influence the Consultant or as compensation or reward for the performance or nonperformance of a duty by the Consultant during his/her PORT engagement. For purposes of this policy, "Employer" means any person, partnership, association, corporation, firm, institution, or other entity, whether or not operated for profit.

V. Expectations of Former Consultants

For purposes of this policy, "Termination" of PORT engagement is defined as the latest date on which the Consultant provided services on a Contract or, in the case of a retainer, was paid for services.

A. Disclosure Requirements

For one (1) year after Termination of a PORT engagement, a Former Consultant must disclose the Former Consultant's past PORT engagement to the PORT before participating in any PORT business or activity and must also disclose the Former Consultant's past PORT engagement before participating in any proceeding before the Commission. The disclosure shall be made in writing to the CPO Representative or Project Manager and/or the Commission President.

B. Special Consideration Prohibited

A Former Consultant shall not request or otherwise seek special consideration, treatment or advantage from other PORT staff or PORT Commissioners. A Former Consultant shall avoid circumstances in which it might appear to a reasonable person that the Former Consultant requesting or otherwise seeking or receiving special consideration, treatment or advantage from other PORT staff or PORT Commissioners.

C. Appearances Before Commission

For one (1) year after Termination of PORT engagement, a Former Consultant may not appear before the PORT Commission on behalf of another individual or entity, whether or not for compensation of any kind, in relation to any matter, issue, contract, case, proceeding, application or matter in which such Former Consultant participated in a decision-making, negotiation, review, selection, supervisory or other significant activity.

By way of limited exception, the Commission may waive this provision if so, requested by a Former Consultant and after public discussion and a finding by the Commission that the public or the PORT's interests would be better served. The Former Consultant must seek application to participate in the proceeding at least 14 days in advance of the Commission meeting. Such application shall be submitted in writing to the Central Procurement Office identifying all facts and the rationale for the appearance.

D. Participation in Contracts with the PORT

A Former Consultant may not participate as a competitor in any competitive selection process or have a direct or indirect Financial or Beneficial Interest in any agreement, contract, concession, or lease that was made by, authorized, or funded by PORT action in which the Former Consultant participated in a decision-making, negotiation, review, preparation, selection, supervisory or other significant activity.

After one (1) year following Termination of a Former Consultant's PORT engagement, the PORT may waive this provision at its sole discretion. The Central Procurement Office, with the concurrence of the Workplace Responsibility Officer, will make this determination. The waiver shall be in writing and identify all facts and the rationale for the waiver. The waiver shall be granted prior to a Former Consultant participating in a competitive selection process or obtaining a Financial or Beneficial Interest.

VI. Reporting Other Potential Violations

Consultants should report potential conflicts of interest, financial or otherwise, of any PORT employee or other Consultant who is in a position to influence the selection, non-selection, or conduct of business between the PORT and any entity. Reports should be made to the PORT Workplace Responsibility Helpline (206-787-4357) or the Ethics & Compliance Hotline (1-877-571-5237). Consultants will not be retaliated against for reporting good faith concerns or potential violations of this policy.

For further information about this policy, please contact the PORT Workplace Responsibility Helpline.

ATTACHMENT G
STATEMENT OF VALUES, STANDARDS, AND EXPECTATIONS FOR THIRD PARTIES

As part of the PORT's ongoing commitment to excellence and ethical practices, this document outlines the values and compliance standards that will be integral to all contracts executed by our organization. The PORT's goal is to partner with Contractors, Consultants, and Suppliers who uphold the highest standards in human health, safety, environmental responsibility, and social equity.

The PORT has joined with the Associated General Contractors of America and AGC of Washington in its [Culture of CARE initiative](#). The PORT is also committed to combatting and eliminating human trafficking. [Learn more](#) about how to educate your workforce on anti-human trafficking efforts.

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In line with the PORT values and Standards, we are dedicated to the following:

**Environmental Responsibility:** Commitment to adhering to all relevant environmental laws and regulations, ensuring the protection of human health, safety, and the environment.

**Worker Safety:** Compliance with all occupational safety and health regulations, ensuring a safe working environment for all employees.

**Labor Laws:** Adherence to all state and federal labor laws, including wage payment and minimum wage laws, ensuring fair treatment and compensation for all workers.

**Anti-Discrimination:** Compliance to all anti-discrimination laws and regulations, fostering an inclusive and respectful workplace.

**Anti-Human Trafficking:** Compliance with the Trafficking Victims Protection Act, ensuring that our operations are free from any form of human trafficking.

The PORT's values are also encapsulated in its [RAISE framework](#), guiding any actions that we take.

**Respect:** We uphold the dignity and value of every person.

**Anti-racism and Equity:** We commit to dismantling institutional racism and ensuring equitable opportunities for all.

**Integrity:** We are honest, accountable, and ethical in all our dealings.

**Steewardship:** We honor and care for the resources entrusted to us for the benefit of future generations.

**Excellence:** We promote excellence through continuous improvement and innovation.

By integrating these commitments and values into every contract, the PORT aims to create a work environment that is safe, fair, and respectful for all, while also striving for excellence and sustainability.

By submission of a submittal/proposal, the Submitter/Proposer certifies they will comply with all local, state, federal, and other laws, rules, regulations, and other requirements applicable to its operations, including those relating to environmental responsibility, worker safety, labor, anti-discrimination, and anti-human trafficking. The Submitter/Proposer is also acknowledging that it will adhere to the Values and Standards of the PORT.