



P-00320638

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 **Office of Port Job Opportunities and Business Support (dba Port Jobs)** (hereinafter referred to as the "CONSULTANT"), for the furnishing of services for the **Airport Employment Jobs Management Services** (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 **Heather Worthley**. CONSULTANT is expected to work closely with the Project Manager throughout the duration of this Agreement.

B. CONSULTANT has designated **Luis Navarro** 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 up to a firm fixed total price (lump sum) of **Nine Million Nine Hundred Ninety Thousand** dollars (**\$9,990,000**). This amount shall constitute complete compensation. Compensation on a firm fixed price (lump sum) basis will be made in accordance with the mutually agreed upon milestone payment schedule of fees in Attachment B of this Agreement. In no case shall the total compensation exceed the sum set forth herein.

B. CONSULTANT shall submit a monthly request for payment for milestones completed within the billing period. This report shall be submitted with the CONSULTANT'S monthly invoice. 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 submitted to the Port of Seattle, Attn.: **Luis Navarro**. Invoices must reference the Agreement number.

C. 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 Small Business Enterprise or certified Small Business, and amounts paid, including taxes if any, to each subconsultant. 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.

D. 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.

E. Markups shall be limited to the billing rates. 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.

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 begin on **1/1/2022** and expire after **5 years** of this Agreement; provided however, at the PORT'S sole discretion, this Agreement may be extended for up to **two (2)** optional years in one-year increments. 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

VI. RESERVED

VII. 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 medium 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.

VIII. 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.
- 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.

IX. 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.

X. 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 (with the exception of Section XXI, Insurance) and to assume all obligations and responsibilities that CONSULTANT assumes toward the PORT via subcontract with CONSULTANT.

XI. DIVERSITY IN CONTRACTING INCLUSION PLAN

- A. The PORT has determined that this Agreement has opportunities for participation by WMBE firms and has established the following commitment for WMBE participation: **9%** 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 E. 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 E 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 E 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 subconsultants.
- 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.

XII. 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 replace any individuals that are not satisfactory to the PORT within five (5) business days of the PORT'S written request. CONSULTANT will not charge the PORT a fee to make such replacement, and the replacement shall be provided to the PORT at the same or lower rate.
- B. CONSULTANT agrees not to replace or remove any individual who is satisfactory to the PORT without the PORT'S prior written consent, unless due to serious illness, death or leaves employment. Assigned individuals shall remain assigned until completion of services. CONSULTANT may request that a particular individual be replaced with a person of like skill and experience and, if agreed by the PORT, 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.

XIII. 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.

XIV. 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 XIV 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.

XV. 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.

XVI. 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.

XVII. PUBLIC DISCLOSURE

CONSULTANT acknowledges that the PORT may be required to disclose information provided by CONSULTANT pursuant to the Washington State Public Disclosure Act, Chapter 42.56 R.C.W. 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.

XVIII. ASSIGNABILITY

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

XIX. 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 the proportion of the Lump Sum earned 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.

XX. 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.
- 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 effected for the convenience of the PORT. In such event, the equitable adjustment shall be determined as set forth in the Termination for Convenience provision.

XXI. 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 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 CONSULTANT'S 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 "completed 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 N/A per claim or wrongful act and N/A 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 employers' 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 Attachment C 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 worker 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.

XXII. INDEMNITY

- A. CONSULTANT'S duty to indemnify the PORT under this Agreement varies, as more particularly set forth below, depending on the circumstances that give rise to the obligation of indemnity. However, 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.
1. **GENERAL INDEMNITY.** Except to the extent subject to one of the more specific indemnity obligations set forth below, CONSULTANT shall defend, indemnify, and hold the PORT harmless from all losses which are caused, or alleged to be caused, in whole or in part, by any act or omission of CONSULTANT. This obligation of indemnity includes negligent acts, which are concurrent, contributory, or both by the PORT. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the sole negligence of the PORT.
 2. **PROFESSIONAL ERRORS AND OMISSIONS.** For any losses that arise from any error, omission or other malpractice in the exercise of CONSULTANT'S professional judgment, CONSULTANT shall defend, indemnify, and hold the PORT harmless from all such losses to the extent caused, or alleged to be caused, by any negligent act or omission of CONSULTANT. The obligation of indemnity under this Subparagraph does, however, not extend to losses caused by the negligence (whether sole, concurrent or contributory) of the PORT.
- 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.

XXIII. WARRANTY AND STANDARD OF CARE

- A. CONSULTANT warrants that:
1. Its services will be performed 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. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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. Scope of Work
- E. Milestone Schedule
- F. Diversity in Contracting Inclusion Plan
- G. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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

**OFFICE OF PORT JOB OPPORTUNITIES AND
BUSINESS SUPPORT (DBA PORT JOBS)**

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.

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



Authorized Signature

**Stephen P. Metruck
Executive Director**

(Print or Type Name and Title of Signer)

Date 12/20/2021

Address: Attn: Hala Rabbo

P.O. Box 1209

Seattle, WA 98111

Phone: (206) 787-5565

Email: Rabbo.h@portseattle.org



Authorized Signature

Heather J. Worthley, Executive Director

(Print or Type Name and Title of Signer)

Date December 7, 2021

Address: Attn: Heather Worthley

1001 SW Klickitat Way, Suite 200A

Seattle, WA 98134

Phone: (206) 787- 3830

Email: worthley_h@portseattle.org

Attachments:

- ☒ Attachment A – Scope of Work
- ☒ Attachment B –Milestone Schedule
- ☒ Attachment C – Supplemental Conditions
- ☒ Attachment D – Company Information
- ☒ Attachment E – Diversity in Contracting Inclusion Plan
- ☒ Attachment F – Title VI Provisions
- ☒ Attachment G – Consultant Ethics and Conflict of Interest, CC-2

Taxpayer Identification Number ("TIN"):

91-1596912

Washington State Unified Business Identifier ("UBI") Number:

601-459-472

State Worker Compensation Account Number:

849,657-00

ATTACHMENT A SCOPE OF WORK

Background

The Port of Seattle Commission adopted a Workforce Development Policy Directive under Port Resolution 3776 (Policy Directive) on June 23, 2020, affirming that workforce development is critical to achieving the Port's mission to serve as an economic development agency. The policy advances the Port of Seattle's commitment to workforce development and is intended to increase equitable access to economic prosperity, and applies to all activities of the Port of Seattle that support economic development programs. The policy supports strategic investments in the aviation, maritime, construction trades, green careers, and other port-related economic activities where the Port is uniquely positioned to increase equitable access to economic prosperity and leverage the greatest community impact.

Scope of Work Description

The Port is seeking eligible nonprofit corporations and private and public entities-(Consultant) to manage the Seattle Tacoma International Airport (SEA Airport) Employment Center (Employment Center) and to provide aviation sector related workforce development services. The Employment Center is a one-stop shop where individuals interested in working at the airport can find out about job openings within the airport and upskill training opportunities in aviation-related careers.

The Consultant will be fully responsible for administrative oversight, management, and implementation of day-to-day operations of a high-volume employment center. The Employment Center is a primary recruiting source for SEA Airport employers, providing businesses with a single point of contact for recruiting, interviewing, and hiring assistance. It also provides services, technology, and resources, and training that job seekers need to search, secure, and retain their job at the airport and improve job-related skills.

The Consultant will also support the Port's aviation pathway program by providing targeted outreach to airport workers and community members, forming the pre-approved training cohorts, collaborating with the Port funded instructors and determining class schedule at SEA Airport, and providing dedicated or part-time staff to support the training programs.

The Consultant must keep detailed records of use of funds including the Port provided funding and other sources that support the Airport Employment Center. Reports will be required in accordance with the schedule provided by the Port as part of this solicitation. The organization must implement an accounting system that allows for the identification and audit of costs associated with the operation of the Employment Center to ensure that only the allowable costs associated with the SEA Airport are paid with airport funds and non-airport funds, as approved by the Port.

The Employment Center must be managed in accordance with the airport revenue uses guidelines, as authorized by the FAA and the Port.

Tasks and Deliverables

SECTION 1. CONTRACT TASKS FUNDED WITH AIRPORT FUNDS

1. Employer Services and Engagement

- 1.1. Strong engagement and working relationships with SEA management and SEA employers to support their ongoing hiring and recruitment needs at SEA.

Deliverables

- A. Maintain a website dedicated to the services available at the Employment Center
Due: Ongoing Always accessible
- B. Maintain up-to date online job posting at SEA including a hard copy available to job seekers in the Employment Center
Due: During office hours.
- C. Perform targeted recruitment, applicant screening, and referrals to SEA employers.
Due: Ongoing.
- D. Assist SEA employers with new training and/or assistance for new hires who need additional preparation in order to meet the core related job requirements as detailed in the training services section.
Due: Ongoing.
- E. Host and/or participate in Job Fairs, Resource Fairs and Hiring events developed and/or co-sponsored by one of more SEA employers.
Due: As needed.

2. **Job Seeker Services:** Develop and implement systems and services to support Job Seeker and strengthen the pool of qualified applicants for SEA Airport employers.

Deliverables

- A. Provide airport related job information and requirements to job seekers.
Due: Ongoing.
- B. Provide online and in-office information to job seekers about job requirements of airport job opportunities.
Due: Ongoing.
- C. Screen using in person and virtual methods and refer qualified applicants to airport employers.
Due: Ongoing.

3. Screen / Refer Qualified Applicants

- 3.1. Screen and refer qualified applicants to airport employers.

Deliverables

- A. Due: Ongoing. Delivery of services according to the needs of airport employers

4. Training Services: Pre-Employment and Job Search

- 4.1. Workshops and Airport-related training to prepare new hires and incumbent SEA Airport workers.
- 4.2. Required courses listed in the deliverables. Changes must be pre-approved by the Port:

Deliverables

- A. Airport-related training prepares new hires and incumbent SEA Airport workers to increase core job skills and knowledge needed for airport employment. to increase core job skills and airport and job-specific permits and/or certifications. (e.g.; Aviation Career Pathways, Customer Service, Computer Skills), Required courses listed below:
 - i. Security Identification Display Area (SIDA) Badge Training – Minimum 6 times per year, or on an as needed basis;
 - ii. Airport Security Procedures, as promulgated by the Airport;
 - iii. Airport Quality Control procedures that support the operation of SEA Airport – Minimum 4 times per year, or based on demand;
 - iv. Workplace Safety First Aid, CPR, Hazard Communication and OSHA10 – Minimum 4 times per year, or based on demand;
 - v. Airfield driving/AOA training, or on an as needed basis;
 - vi. Washington State Food Handler training - on an as needed basis;
 - vii. Other training, as approved by the Port;

SECTION 2. CONTRACT TASKS FUNDED WITH NON-AIRPORT FUNDS

- 1. **Job Seeker Services** Develop and implement systems and services to support SEA Airport Job Seekers that assist candidates interested in applying for job opportunities at the airport:
 - 1.1. Connect job seekers, new and incumbent employees to community resources, including; community based organizations, public and non-public agencies to access job assistance and related services (work-related childcare, transportation, financial services, health care options, etc.);
 - 1.2. Provide wraparound support to job seekers, as approved by the Port reimbursed in accordance with the Port guidelines;
 - 1.3. Support other Port funded workforce development programs that augment the effectiveness of the Employment Center services, including but not limited to participation in offsite events.

Deliverables

- A. Provide reports as requested by Project Manager.
Due: Ongoing or as needed to support each task.

- 2. **Training Services:** search training, resume assistance, interview preparation, and assistance in airport-related job application processes ensuring the application of an equity lens to the process for maximum participation by underrepresented, immigrant and refugee communities. Ongoing services during operation hours, as part of a virtual scheduled class, or as needed by airport employers.

Deliverables

- A. Provide reports as requested by Project Manager.
Due: Ongoing or as needed in order to maximize efficiency.

- 3. **Aviation Career Pathway Training Services:** Support the Port's aviation career pathways program established by the Port that provides aviation-related job skills to individuals interested in advancing their careers in aviation:

- 3.1. Perform targeted recruitment, applicant screening for the aviation pathways program, in coordination with Port staff.

- 3.2. Manage the cohort formation for the aviation pathways training programs in coordination with Port staff – Minimum one time per year for each aviation career pathway. The Port expects to implement a total of two careers pathways in 2022 and a total of three in 2023. See Exhibit 5 Price Proposal.
- 3.3. Recruit airport workers and community members to participate in the aviation pathway program;
- 3.4. Outreach to displaced airport workers;
- 3.5. Support effective logistics for onsite at SEA Airport and/or offsite classroom and instructor and presenters access to the training facilities, as needed.

Deliverables

- A. Provide reports as requested by Project Manager.
Due: Ongoing or as needed to support each task.

SECTION 3. OTHER GENERAL TASKS

5. Engagement with Community Based Organizations and Support Services Entities

- 5.1. Maintain linkages and relationships with community based organizations serving underrepresented communities, and public and non public entities to ensure that diverse communities (including near-Airport residents) are informed about opportunities for employment at SEA Airport.
- 5.2. Maintain relationships with community based organizations, public and non public entities that provide services and support to communities and provide referrals to SEA Airport job seekers and incumbent workers, as appropriate.

Deliverables

- A. Provide in person information and virtual information referral services.
Due: Ongoing Always accessible

Assumptions

1. The organization will be responsible for the provision of office furniture, computers, software, and contractor type network access.
2. The Port will provide SEA Airport garage parking validation for job seekers in two hour increments up to six hours. Detailed records must be maintained and shared with the Port, as required.
3. All reports provided to the Port shall be transmitted electronically in editable Word and PDF formats.
4. All services must demonstrate benefit in some manner to the Port, its SEA Airport customers or tenants, Port-related economic activities, and/or the public we serve.
5. "Wraparound Services" means "those services and support systems including but not limited to, public transportation assistance, work related clothing, tools, work-related food assistance, child-care and monetary compensation as they relate to work-needs, and as allowable by law, regulations and funding sources, that promote access and stronger alignment of workforce, education, vocational rehabilitation, and other human services systems."
6. Consultant must satisfy requirements of RCW 53.08.245 and evaluate outcomes with quantitative information including: number of trainees, recruited, placed in jobs, and retained; the types of jobs and range of compensation; the number and types of businesses that are served; and any other tangible benefits realized by the Port, workers, businesses, and the public. Reporting must describe impact on improvements to workforce diversity and training.

Other Direct Costs (ODCs)

To qualify for reimbursement of ODCs such as wraparound services, organizations must obtain advance written approval from the Port Project Manager and provide a not-to-exceed estimate of expenses. Reimbursement of allowable expenses shall be at cost, without markup. Receipts shall be required in order to receive reimbursement for ODCs.

**Attachment B
Milestone Schedule**

Task #	Description	Amount per year	Total Contract Value (Years 1-5)	Total Contract Value (Option Years 6-7)	Subtotal
TASKS FUNDED WITH AIRPORT FUNDS			\$3,498,150	\$1,398,360	\$4,896,510
1	Employer Services and Engagement Years 1-5	\$174,908	\$874,540		
	Option Years 6-7	\$174,795		\$349,590	
2	Job Seeker Services: Years 1-5	\$174,908	\$874,540		
	Option Years 6-7	\$174,795		\$349,590	
3	Screen / Refer Qualified Applicants Years 1-5	\$174,907	\$874,535		
	Option Years 6-7	\$174,795		\$349,590	
4	Training Services: Pre-Employment and Job Search Years 1-5	\$174,907	\$874,535		
	Option Years 6-7	\$174,795		\$349,590	
TASKS FUNDED WITH NON-AIRPORT FUNDS			\$855,557	\$341,323	\$1,196,880
1	Job Seekers Services Years 1-5	\$56,467	\$282,335		
	Option Years 6-7	\$56,317		\$112,637	
2	Training Services Years 1-5	\$56,465	\$282,325		
	Option Years 6-7	\$56,317		\$112,634	
3	Aviation Career Pathway Training Services Years 1-5	\$58,179	\$290,897		
	Option Years 6-7	\$58,026		\$116,052	
OTHER GENERAL TASKS			\$2,783,936	\$1,112,674	\$3,896,610
	Engagement with Community Based Organizations and Support Services Entities Years 1-5	\$556,787	\$2,783,936		
	Option Years 6-7	\$556,7337		\$1,112,674	
Total Not-to-Exceed Amount					\$9,990,000

ATTACHMENT C
SUPPLEMENTAL CONDITIONS

CONSULTANT Identification/ Airport Access Control and Security Requirements

- A. A portion of this agreement requires work to be performed within an area of the Airport controlled for security reasons. All CONSULTANT personnel working in restricted areas (including Airport Office Building; AOA, Secured, SIDA and Sterile areas) on this agreement shall have PORT airport-issued identification / access badges in accordance with Title 49, Code of Federal Regulations (CFR), Part 1540/1542 and the Airport Security Plan. Proposers should consider the impact of acquiring badges when preparing their cost proposals.
- B. Failure to comply with TSA rules and the Airport Security Plan may result in up to an \$11,000 fine from the TSA. Fines assessed by the TSA against a CONSULTANT, a CONSULTANT'S employee, or subconsultant will be paid by the CONSULTANT. See the following: 1) Title 49; and 2) <http://www.portseattle.org/Employee-Services/ID-Badges/Documents/idsecurityhandbook.pdf>.
- C. Obtaining an ID Badge (each applicant):
 - 1. Submit a properly completed Identification/Access badge application, Disqualifying Crimes Statement and Privacy Act Notice for each employee requiring access to restricted areas.
 - 2. Applicants must go to the Credential Center with their completed badge application, badge fees (if applicable), and two forms of identification. One must be government issued PROOF OF CITIZENSHIP. For a list of acceptable documentation, please refer to: <http://www.portseattle.org/Employee-Services/ID-badges/Pages/default.aspx>
 - 3. When applications are completed and required documentation has been supplied, the applicant will be fingerprinted in accordance with Title 49, Code of Federal Regulations (CFR), Part 1542.209. Each applicant will also be submitted for a Security Threat Assessment.
 - 4. Companies will be notified by the Credential Center when their employees have been cleared. They may then return to the Credential Center to pick up their ID badges.
- D. All identification/access badges issued by the PORT are the property of the PORT and must be immediately returned under the following conditions:
 - 1. Upon expiration;
 - 2. Upon separation of employment (for any reason);
 - 3. When job function no longer requires a PORT airport-issued identification/access badge;
 - 4. Upon demand by the PORT.
 - 5. If convicted of, or found not guilty by reason of insanity of one of the crimes listed in Title 49, CFR, Part 1542.209(d). A complete list is on the back of the Fingerprint Application.
- E. Additional information and forms associated with badging, custom bond seals and security access and key requests can be found here: <http://www.portseattle.org/Employee-Services/ID-badges/Pages/default.aspx>

Use of Contingency Funds

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.

Monthly Report

- A. No later than the 10th day of each month, CONSULTANT shall report on the progress of the activities of the contract. The report shall be in a format approved by the PORT. At a minimum, the report shall include:
 - 1. Percent budget expended, percent work completed, progress toward schedule, and variances against planned vs. actual for all items reported.
 - 2. Work being performed by time and expense Service Directive will address progress toward the scope, schedule, and level of effort of work being performed.
 - 3. Work being performed on a lump sum Service Directive will address progress toward the scope or project milestones, as applicable.
 - 4. CONSULTANT shall also identify issues that may result in timely and on budget completion of the work and identify any issues that may increase the total price of the work.
- B. Failure to provide timely and accurate monthly reporting may result in denial of and/or late payment.

Safety

- A. 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.

ATTACHMENT D COMPANY INFORMATION

Port of Seattle Solicitation Information																																																																																																																																																					
Legend	Private or Public Information	Name of Firm	Automatic by System/Yes, Calculated Field																																																																																																																																																		
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Companies <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">Company Name</th> <th rowspan="2">Scope of Work</th> <th rowspan="2">% of Work</th> <th colspan="11">Small & Diverse Business Certifications</th> <th rowspan="2">Is WMBE?</th> <th rowspan="2">Est. Dollar Value</th> </tr> <tr> <th>DBA</th> <th>CBE</th> <th>MDB</th> <th>WBE</th> <th>MBBE</th> <th>VDB</th> <th>LGBTQBE</th> <th>SBE</th> <th>SCS</th> <th>NP</th> </tr> </thead> <tbody> <tr> <td>Prime</td> <td>Office of Port Jobs</td> <td>Manage Airport Employment Center</td> <td>91%</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td>X</td> <td>No</td> <td>\$9,090,900</td> </tr> <tr> <td>Subcontractor</td> <td>Honar and Northey LLP</td> <td></td> <td>1%</td> <td></td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> <td></td> <td>Yes</td> <td>\$99,900</td> </tr> <tr> <td>Subcontractor</td> <td>Coil Coast Accounting</td> <td></td> <td>1%</td> <td></td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> <td></td> <td>Yes</td> <td>\$99,900</td> </tr> <tr> <td>Subcontractor</td> <td>Adams Interpretive Services LLC</td> <td></td> <td>2%</td> <td></td> <td></td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> <td></td> <td>Yes</td> <td>\$199,800</td> </tr> <tr> <td>Subcontractor</td> <td>Pacific Central Services</td> <td></td> <td>1%</td> <td></td> <td></td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> <td></td> <td>Yes</td> <td>\$299,700</td> </tr> <tr> <td>Subcontractor</td> <td>SF Foods</td> <td></td> <td>2%</td> <td></td> <td></td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td>X</td> <td></td> <td></td> <td></td> <td></td> <td>Yes</td> <td>\$199,800</td> </tr> </tbody> </table>																Company Name	Scope of Work	% of Work	Small & Diverse Business Certifications											Is WMBE?	Est. Dollar Value	DBA	CBE	MDB	WBE	MBBE	VDB	LGBTQBE	SBE	SCS	NP	Prime	Office of Port Jobs	Manage Airport Employment Center	91%									X			X	No	\$9,090,900	Subcontractor	Honar and Northey LLP		1%				X				X					Yes	\$99,900	Subcontractor	Coil Coast Accounting		1%				X				X					Yes	\$99,900	Subcontractor	Adams Interpretive Services LLC		2%					X			X					Yes	\$199,800	Subcontractor	Pacific Central Services		1%					X			X					Yes	\$299,700	Subcontractor	SF Foods		2%					X			X					Yes	\$199,800
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Subcontractor	Pacific Central Services		1%					X			X					Yes	\$299,700																																																																																																																																				
Subcontractor	SF Foods		2%					X			X					Yes	\$199,800																																																																																																																																				
100%																																																																																																																																																					
				Number of Firms		2		3				6		1																																																																																																																																							
				Participation %		2%		7%				100%		91%																																																																																																																																							
				Est. Dollar Value of Participation		\$ 199,800.00		\$ 699,300.00				\$ 9,990,000.00		\$ 0.91																																																																																																																																							
Prime WMBE Participation: 0% Subcontractor WMBE Participation: 9% Total WMBE Participation: 9%																																																																																																																																																					

ATTACHMENT E
DIVERSITY IN CONTRACTING INCLUSION PLAN

Solicitation Number and Title	00320638 Employment Center Management and Workforce Development Services
Firm Name	Office of Port Job Opportunities and Business Support (dba Port Jobs)
Diversity Coordinator	Cristina Krisologo
	206-787-4309 krisologo_c@portseattle.org
Total WMBE participation	9%

I. Affirmative Efforts/Business Support Strategies

1. Describe your firm's outreach strategy and the selection process used to achieve meaningful WMBE participation for this Solicitation.

Our outreach strategy to achieve meaningful WMBE participation includes holding virtual and in person meet-and-greet sessions, and office tours to prospective contractors. We researched vendor lists, such as those maintained by Port of Seattle. For example, for this solicitation we used the Port's VendorConnect system to identify cleaning contractors who are approved to work inside the airport, and reached out to approved diverse firms for this specific service. We encourage our CBO partners to promote our contracting opportunities to their colleagues. We select WMBE contractors based on the needs of our organization and persons we serve. We selected Adam's Interpreters, a highly regarded provider, because many jobseekers in the Airport Employment Center need interpretation assistance, and access to translated materials. We selected Pacific Cleaning Services because we knew their services are exemplary and wanted to support a woman- and minority-led firm. We selected BF Foods as an onsite airport MWBE/ACDBE with the interest and commitment to serve as a vital *upskill/backfill* partner. This firm will recruit people from dining and retail industries to other aviation pathways we implement; Port Jobs will work to backfill job vacancies. We selected Cold Coast Accounting to provide an experienced accountant with cost accounting expertise.

2. Describe any business development support your firm provides to WMBE firms, such as, but not limited to, mentorship programs and/or technical assistance.

Port Jobs promotes trust, respect, inclusion, open communication and mindful listening as inclusionary principles and we bring these to our subcontractor relationships. The business development support we provide includes fully explaining our contracting needs, requirements, and processes; encouraging prospective WMBE firms to attend our tours, on- and off-site events, and classes to learn about Port Jobs mission, vision, and goals and explore collaborative opportunities. We know that the WMBEs we recruit have tremendous strengths. Some face challenges, including limited access to business networks, capital, and bonding; our hiring efforts take these issues into account to ensure that businesses know that these issues will not be regarded as determinants of their ability to contract with Port Jobs.

3. Describe how your firm will engage and sub-contract with WMBE firms to ensure such firms are utilized throughout the life of the contract in which work is not guaranteed.

We anticipate that the firms we have identified for the contract will have ongoing work which lasts throughout the entire contract. The services that they provide will be necessary for the terms of the entire contract. We will continue to be involved in and attend the annual convening of the Airport Minority Advisory Council (AMAC), to expose ourselves to new WMBE contractors whose work aligns with ours, in support of the Port's commitment to increase Diversity in Contracting. This is an extension of the work we have been doing for four years working directly as an engaged partner with the Annie E. Casey Foundation's Race Equity Inclusion initiative, the Puget Sound Educational Service District, King County's REI efforts through Reconnect to Opportunity, and the King County Economic Opportunity & Empowerment Advisory Board.

4. Describe how your firm will adjust its strategy if not on track to meet the Aspirational Goal.

We will continually measure our WMBE goal achievement and refer to this data to make ongoing improvements in our diversity in contracting strategies. If we are not on track to meeting our goals, our Diversity Coordinator will make needed changes in our communication practices and look at different kinds of incentives and strategies to draw WMBEs to our organization. We plan to gather input about WMBE consultants from the more than 300 community- based organizations who we annually survey, and use this information to map and grow our WMBE ecosystem. We will also use this information to refer WMBE's who approach us to other potential organizations. Our nine percent goal fulfillment is a floor. Should additional subcontracting opportunities arise during the duration of the contract, we will utilize the strategies and tactics described above to hire additional WMBE companies, further increasing our goal percentage.

5. Describe how your firm will ensure prompt payment to its Diverse Firms, including, but not limited to, payment assistance.

Port Jobs takes prompt payment seriously and has an excellent history of paying subs promptly. Port Jobs' Diverse Firms will be informed of our payment processing dates for submittal of invoices. We will ensure prompt payment to firms and will provide clear channels of communication for invoicing receipt and notice of payment. Payments will be issued in ten days in compliance with the Port's prompt payment protocols. We will work cooperatively with subs to optimize sustainable payment programs, including providing partial payment on contract execution, and payment assistance if needed.

6. If challenges with sub consultants occur on this contract, describe how your firm will resolve disputes. Provide an example.

Port Jobs wants to be fair and to center equity as a value. We will take steps to develop authentic partnerships with WMBEs, and to avoid disputes by being very clear about the scope of work, timelines, products/results, and price of services. In the rare instances when such disputes occur, we will use dispute resolution processes, keeping lines of communication open to discuss and jointly develop actions and timeframes to address any concerns and avoid similar situations in the future. Port Jobs will provide proactive guidance and advocacy support for subs. We will strive to:

- Help contractors avoid problems before they arise – follow up periodically on their eligibility and as applicable need for certification renewals;
- Provide access to other ventures and organizations who can use their services;
- Provide guidance to vendors who do not get selected to strengthen future application;
- Minimize paperwork;
- Refer people to pro bono legal services if they want to start a business; and
- Share expertise on business registration certification, bidding, contracting and payment processes.

7. If you are committing to less than the Aspirational Goal in this Solicitation, tell us why.

N/A – Port Jobs is committed to exceed the Aspirational Goal in this Solicitation.

ATTACHMENT F

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.

ATTACHMENT F

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 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); and 49 CFR Part 21.
2. 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);
3. 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;
4. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
5. 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);
6. 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);
7. 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;
8. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
9. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
10. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
11. 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 G
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 ("CONSULTANT") 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

CONSULTANT 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.