



SOLICITATION #00319185

COMMERCIAL PARKING REVENUE CONSULTING SERVICES

The Port of Seattle (Port) invites the written proposals from qualified firms, or teams of firms in providing On-call Commercial Parking Revenue Consulting Services at SeaTac International Airport.

The Port intends on issuing one (1) contract as a result of this solicitation. The initial period of performance of any contract resulting from this solicitation is expected to be three (3) years, with a five (5) year ordering period. The Port may include options to extend for two (2) optional years, to be exercised on an annual basis, at the Port's sole discretion.

One of the Port's Century Agenda Strategic Objectives is to use its influence as an institution to promote small business growth and workforce development, which is tied to the following goals:

1. Increase the proportion of funds spent by the Port with small business on construction, goods and services to 40 percent of the eligible dollars spent.
2. Increase workforce training, job and business opportunities for local communities in maritime, trade, travel and logistics.

This Solicitation is organized in 11 Sections:

- I. Definitions
- II. Solicitation Schedule
- III. Proposal Submittal Process
- IV. Pre-Proposal Conference
- V. Overview of Project
- VI. Estimated Project Fee
- VII. Small Business Program
- VIII. Overview of Procurement Process
- IX. Selection Process
- X. Evaluation Criteria and Proposal Submittal Requirements
- XI. List of Attachments

I. DEFINITIONS

The following definitions shall apply to the terms set forth in this Solicitation:

Discussions: Discussions are conducted with each proposer determined to be within the competitive range. Discussions are tailored to that proposer's submittal and will cover significant material weaknesses, deficiencies, and other aspects of each proposer's submittal that could be altered or explained to materially enhance the Port's understanding of the proposal. The Port is not obligated to identify all weaknesses or deficiencies. The Port intends to discuss billing rates during the Discussion meeting. This discussion may be considered a negotiation.

II. SOLICITATION SCHEDULE

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

<u>Description/Task</u>	<u>Date (Time)</u>
Advertisement	November 20, 2017
Last Day to Ask Questions	December 5, 2017
Proposals Due	December 11, 2017, 12:00 P.M.
Shortlist Notification	January 4, 2018
Interviews/ Discussions	January 11, 2018
Request for Final Technical/ Price Proposal Addendum	January 16, 2018
Request for Final Technical/ Price Proposal Due	January 19, 2018
Notice of Selection	Week of February 5 th , 2018
Execute Contract	February 28, 2018

All questions must be submitted in writing through the Port's PRMS website by the date listed above, in order to allow adequate time for preparation of a response. Questions are to be posted on the Questions tab of the solicitation on the PRMS website: <https://hosting.portseattle.org/prms/>. Questions received after this deadline may not be considered.

Communication with the Port regarding this procurement shall be directed to **Betty Chan-Etquibal, chan-etquibal.b@portseattle.org**. Communication with Port officials other than those listed herein will cause the firm involved to be disqualified from submitting under this solicitation.

III. PROPOSAL SUBMITTAL PROCESS

- A. The Port is requiring electronic proposals for this solicitation. Hard copy proposals will not be accepted.
- B. Proposals must be delivered through e-mail to e-submittals-sa@portseattle.org. It is the responsibility of the Proposer to ensure timely delivery of the proposal.
 1. The e-mail proposal shall include the solicitation number, title, and due date and time in the subject line of the proposal e-mail.
 2. The Port's e-mail server will not accept files larger than 10MB or compressed zip files.
 3. The Port will use the time stamp on the proposal e-mail to determine timeliness.

4. Proposers are responsible for ensuring timely delivery of proposals.
5. The Port is not responsible for Proposer's technical difficulties in submitting electronically.
6. Late proposals will not be evaluated.

C. Proposals shall meet the following requirements:

1. Proposals shall be formatted in searchable .pdf format.
2. The body of the proposal shall be organized in accordance with the Evaluation Criteria.
3. The body of the proposal, shall be limited to ten (10) letter-sized ("8.5 x 11") pages of content. In the event that the body of the proposal exceeds the page limitation, excess pages will not be considered. After removal of the excess pages, the proposal may further be rejected as unacceptable or uncompetitive if the Port concludes that it would not have reasonable chance for award or is outside the competitive range.
4. The following required items are not included in the page count limitation:
 - a. Letter of Interest. Include a 1 page, single sided Letter of Interest. Include the name, phone number, e-mail address, and mailing address of the point of contact for this Solicitation.
 - b. An Appendix, which shall include the following:
 1. Resumes of proposed key personnel. Each resume shall be limited to (1) single-sided, letter-sized page.
 2. Attachment 4, Prime and Subconsultant List. Provide a list of all proposed subconsultants. The Port has provided a form, titled Attachment 4, Prime and Subconsultant List, which is available electronically at <https://host.portseattle.org/prms> located in the list of "Helpful Documents" at the bottom of the PRMS home page. If no subconsultants are proposed, indicate by typing "None" in the first subconsultant name cell.

IV. PRE-PROPOSAL CONFERENCE

N/A

V. OVERVIEW OF PROJECT

Consultant to develop commercial parking business to fortify the largest source of non-aeronautical revenue for SeaTac International Airport (STIA). The Port requires the assistance of a seasoned Parking Revenue Consultant to provide assistance in the acceleration and development of revenue opportunities for the commercial parking business at the Airport. The Consultant will provide support services for the development and implementation of a strategic business plan, the development of new parking products and ancillary services, and the integration of emergent technologies to enhance overall customer experience and increase revenue for the airport.

Detailed information regarding the Scope of Work may be found in Attachment 1 to this solicitation.

VI. ESTIMATED PROJECT FEE

The Port intends to issue one contract as a result of this solicitation. The contract valued at \$1,550,000. will be awarded to the highest ranked firm. The Port does not guarantee any minimum quantity of Work under these contracts. Work will be ordered on an as-required basis through Service Directives.

VII. SMALL BUSINESS PROGRAM

- A. The Port promotes equitable opportunities for small business to participate in the performance of its contracts. It is the intention of the Port that Contractors, Subcontractors, Sub-subcontractors, and Suppliers shall afford equal small business opportunity while providing materials, supplies, and services for and to the Port.
- B. One of the Port's Century Agenda Strategic Objectives is to use its influence as an institution to promote small business growth and workforce development which is tied to the following goals:
 - 1. Increase the proportion of funds spent by the Port with small business on construction, goods and services to 40 percent of the eligible dollars spent.
 - 2. Increase workforce training, job and business opportunities for local communities in maritime, trade, travel and logistics.
- C. Definitions. The following definitions shall apply throughout this Section.
 - 1. "Certified Small Business" means a business that has been formally certified by a federal, state or local governmental entity as meeting the applicable size standard adopted by the U.S. Small Business Administration (or some other, smaller size standard) for the particular business. Certified Small Businesses include:
 - a. A firm certified under federal law as a Disadvantaged Business Enterprise (DBE) or Small Business Enterprise (SBE). The certification may be issued by the State of Washington Office of Minority & Women's Business Enterprises or other federally authorized certification entity. See: <http://omwbe.wa.gov/certification/>
 - b. A firm certified under Washington state law as a Minority Business Enterprise (MBE), a Women's Business Enterprise (WBE), a Minority Women's Business Enterprise (MWBE), a Combination Business Enterprise (CBE), or a Socially and Economically Disadvantaged Business Enterprise (SEDBE). The certification must be by the State of Washington Office of Minority & Women's Business Enterprises. See: <http://omwbe.wa.gov/certification/>
 - c. A firm certified under the laws of another state as minority-owned business enterprise, a women-owned business enterprise, disadvantaged business enterprise, or other similar classification *so long as* the governmental entity performing the certification determines, as part of the certification process, that the business meets the applicable size standard adopted by the U.S. Small Business Administration.
 - d. A firm certified as a Small Contractor and Supplier (SCS) by King County, Washington. See: <http://www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx>
 - 2. "Small Business Enterprise" or "SBE" means a business that meets the applicable size standards adopted by the U.S. Small Business Administration. An SBE may be either a Certified Small Business or a business that is self-declared to meet the applicable U.S. Small Business Administration size standard. NAICS codes commonly used along with the

applicable Small Business Administration size standards can be found at the following web address: <https://www.sba.gov/contracting/getting-started-contractor/make-sure-you-meet-sba-size-standards/table-small-business-size-standards>

VIII. OVERVIEW OF PROCUREMENT PROCESS

A. General Information

1. Compliance with Legal Requirements.
 - a. The procurement of these consultant services will be in accordance with applicable federal, state, and local laws, and Port policies and procedures. The Port of Seattle reserves the right to reject any and all proposals.
 - b. The Port of Seattle will evaluate the proposals in accordance with the provisions set forth herein. If the Port makes a selection, it will select the Proposer it determines to be the most highly qualified on the basis of its evaluation.
2. Addenda. All changes shall be documented via addenda. Proposers are advised to not rely on verbal information or direction. Email notification of addenda will be provided to all firms on the planholders list at the time the addendum is issued. Interested firms are responsible for ensuring that current registration information is on the planholders list and have obtained all addenda.
3. Minor Informalities & Cancellation. The Port reserves the right to waive any minor irregularity and/or reject any and all firms and cancel the procurement
4. Costs borne by Proposers. All costs incurred in the preparation of a proposal, and participation in this solicitation and negotiation process shall be borne by the proposers.
5. Public Disclosure. Proposals shall become property of the Port and considered public documents under applicable Washington State laws. All documentation provided to the Port may be subject to disclosure in accordance with Washington State public disclosure laws.
6. Contract Terms & Insurance. A copy of the Port's Standard Terms and Conditions is contained in Attachment 3. By offering a proposal, the firm represents that it has carefully read the terms and conditions and agrees to be bound by them. The Port will not negotiate changes to the standard contract terms and conditions. Specific insurance requirements for this contract are contained in the attachment.
7. Conflict of Interest.
 - a. Proposers have a duty to disclose all potential situations that could present a real or perceived conflict of interest to the Port. A conflict of interest may exist when a proposing firm has a business relationship with another entity if those services (1) potentially adversely impact the Port of Seattle or (2) require or result in disclosure of confidential information. See Attachment F, Consultant Ethics and Conflict of Interest—CC-2. The Port of Seattle will evaluate whether a proposer has a relationship, contract, or other activities that may result in the proposer (1) having a financial interest in a competing business; (2) being unable, or potentially unable to render impartial assistance or advice to the Port, or (3) having impaired objectivity in performing the contract. If a conflict of interest exists and the Port is unwilling to waive the conflict, the Port will not enter into a contract with the proposer.
 - b. A proposer maybe precluded from competition if the proposer has performed prior work for the Port related to the scope of this solicitation and the port determines there is an unfair competitive advantage. A competitive advantage determination may depend on

factors such as what prior work was performed, the knowledge and information gained through that work and if that knowledge gives proposers any advantage over others in proposing on future work that cannot be appropriately mitigated.

8. Protests. Protest procedures are contained in Attachment 2.

IX. **SELECTION PROCESS**

A. Proposal Evaluation

1. Proposals will be evaluated in accordance with the criteria established in this solicitation. The result of the evaluation will be a comparative ranking of proposers. The evaluation will be given the following relative weights:

(a) Proposal	100 Points
(b) Interview	100 Points
(c) Total	200 Points

2. The Port may seek clarifications and/or ask for additional information or a revised technical or price proposal. Responses to such requests may be considered in evaluating the proposal.

B. Interviews

1. The Port, at its option, may elect to conduct interviews with proposers in the competitive range following evaluations of the proposal. The Interview will consist of a 1-hour question and answer meeting. Proposers will not be given questions in advance of the interviews. Formal presentations are not allowed unless specifically requested by the Port. Interview answers are scored.

C. Discussion

1. The Port, at its option, may elect to conduct discussions regarding the technical proposal and pricing. During discussions, the Port will identify any material weaknesses and have an opportunity to ask questions about the proposal. The parties may discuss the rationale for various cost items and gain further understanding of the services offered by the proposer. This will be an informal conversation and will not be scored.
 - a. Based on the information acquired during the cost discussion, the Port may issue an addendum requesting a Final Technical and Price Proposal.
 - b. The consultant may have the opportunity to revise its technical and price proposal in response to the additional information provided by the Port. The proposer shall submit the information detailed in the addendum and by the date specified.

D. Reserved

E. Selection

1. Award will be made to the firm whose proposal offers the best value to the Port. Price is an important factor; however, it is not the sole determining factor. The Port will make a qualitative assessment of proposal differences and determine whether one proposal's superiority under the non-cost factors is worth the potential different in cost. As proposals become more technically equivalent, cost may become more important in making the award decision. Evaluation points are a tool to use in making a best value determination, but not exclusive analysis.

F. Notice of Selection

- B. The Port shall issue a Notice of Selection to the proposer selected for award.
- C. The Port reserves the right to conduct future negotiations after the selection decision to lower cost and price.
- D. If the Port is unable to finalize a contract with the preferred firm, the Port may either enter into negotiations and contract with the next ranked firm or cancel the procurement.

X. EVALUATION CRITERIA AND PROPOSAL SUBMITTAL REQUIREMENTS

The evaluation criteria will be used to score the proposals and are listed in relative order of importance. All criteria are important, however, and proposers should provide equal attention to thoroughly responding to each criterion. In responding to the evaluation criteria, proposals should be organized so that the proposer's qualifications are clearly illustrated in each of the categories, using the proposal requirements for each criterion.

A. Specialized Experience and Technical Competence of Key Individuals [40] Points

- 1. The Port will evaluate:
 - a. The specialized experience and technical competence of the key individuals who will provide the requested services as detailed in the Scope of Work, including but not limited to the proposed project manager, major subconsultants, and key staff from each firm; and,
 - b. The proposed project team members' knowledge, recent experience and expertise of the key individuals providing services similar in scope and complexity as those detailed in the Scope of Work.

Proposal Requirements:

- 2. Provide a brief description of your company. Include number of years offering your proposed type of service and previous experience working with large-hub U.S. and/or international airports.
- 3. Include brief résumés of the key individuals who will provide the requested services as detailed in the Scope of Work. Resumes shall include, at a minimum, the following information:
 - a. Name and Title;
 - b. Proposed position on the project;
 - c. Employment history, Education and Professional Licensure(s);
- 4. Provide a brief description of your company's areas of expertise. Please include specific experience on the following:
 - a. Commercial parking business models and strategy;
 - b. Market research and analysis;
 - c. Yield and demand analysis;
 - d. Survey, design and development, and focus groups;
 - e. Product and pricing strategy;
 - f. Ancillary revenue opportunities;

- g. Marketing strategy;
 - h. Advertising plan development, schedules and campaigns;
 - i. Integration of new technologies and services.
5. Describe your company's experience with the development and implementation of online parking pre-booking systems, including specific vendor applications and parking revenue control systems.
 6. Describe your company's experience providing day-to-day system administration, customer service management, and yield and demand management functions for an online parking pre-booking system.
 7. Please tell us about your company's demonstrated success at growing parking revenues, growing parking market share, and increasing parking customer satisfaction.
 8. Provide a representative list of past or current projects performed within the last five years by the key individuals who will provide the requested services. Proposals shall include information about the project manager, major subconsultant staff and enter other key staff. Proposals shall include, at a minimum, the following information:
 - a. Project name, location, duration and dates key staff worked on the project;
 - b. Brief description of the services provided;
 - c. Brief description of the key staff's role on the project and how that role relates to the project detailed in the Scope of Work.
 - d. Contract value and duration.
 - e. Contact information for the representative organization, including name, phone and current email address. The Port reserves the right to contact any or all of these organizations to use as references.

B. Project Approach [40] Points

1. The Port will evaluate:
 - a. The proposer's problem identification and proposed approach to accomplish the work as described in the Scope of Work and, appropriate, demonstrated capability to explore and develop innovative project recommendations; and,
 - b. Proposer's Project Approach will be evaluated for comprehensiveness, accuracy of understanding of key issues and risks, and cogency of strategic thinking. Innovative approaches to mitigating predicted risks, where appropriate, will be rated favorably.

Proposal Requirements:

1. Expand on perception of project considerations and key challenges, including special problems and risks;
2. Expand on approach to meeting key challenges, and identify potential mitigating measures to address special problems and risks;
3. Recommend methodology or approach for addressing the Scope of Work;
4. Comment on adequacy of the Port's schedule/timetable for completing the Scope of Work;

C. **Small Business Program – [10] Points**

1. The Port will evaluate:
 - a. The Proposer's commitment of utilization for this solicitation. The Port's Small Business goal is 30% of the total contract value performed by one or more Small Business Enterprises. The Port will calculate the consultant's commitment with the Small Business utilization as follows:
 - i. Firms must qualify as a Small Business Enterprise or Certified Small Business at the time of proposal submission.
 - ii. In order to verify that firms are small businesses, the Port may, at its discretion, undertake verification practices and/or request additional information.
 - iii. A prime consultant who is a Small Business Enterprise or Certified Small Business will receive the maximum points.
 - iv. A firm who demonstrates its commitment to utilize the full participation percentages noted above will receive the maximum points.
 - v. A firm that demonstrates up to 30% participation will receive the maximum points.
 - vi. A firm that does not demonstrate any participation will receive zero points.

Proposal Requirements:

1. Briefly describe whether your company possesses all the skills required to complete the Scope of Work and/or if any sub-consultants would be necessary. Please explain what tasks may be sub-contracted.
2. If sub-consultants are necessary, briefly describe your company's approach to working with any sub-consultants, communication processes, and how you will ensure business continuity to work quickly, efficiently and responsively to the Port's needs.
3. In the appendix, firms shall complete Attachment 4, Prime and Subconsultant List to Identify: (a) name of the qualifying small business sub-consultant; (b) whether the firm is self-declared or qualifies as a Certified Small Business; (c) if the firm qualifies as a Certified Small Business, the applicable certification category, the certification number, and the certifying entity, (d) scope of work; (e) estimated percentage of work relative to the contract scope work to be performed by the business.

D. **Proposal Presentation – [10] Points**

1. Proposals will evaluate:
 - a. The overall quality of the material presented, such as formatting and proposal layout; spelling and grammatical accuracy; legibility of figures and chart information; quality and relevance of graphical presentations; coherent and logical flow of written responses; and accuracy of information presented.

Proposal Requirements:

1. Review Section III. Proposal Submittal Process, Item C., for information.

E. Price Proposal

1. The Port will evaluate:
 - a. The proposal which offers the best value to the Port. Price is an important factor; however, it is not the sole determining factor. The Port will make a qualitative assessment of proposal differences and determine whether one proposal's superiority under the non-cost factors is worth the potential different in cost. As proposals become more technically equivalent, cost may become more important in making the award decision.

Proposal Requirements:

2. Rate Input Sheet – In the Appendix, firms shall complete the attachment “Rate Input Sheet” template for the core team members. Refer to the Rate Input Sheet attachment for the Job Crosswalk, ACEC Job Levels, SOC Codes, and guidelines for assistance.
3. Other Direct Costs (ODC's) required for this contract. Please refer to Attachment 3, Standard Terms and Conditions, Section III. Compensation, for allowable ODC's and the Port's annual adjustment.

XI. LIST OF ATTACHMENTS

Proposers should become familiar with each of these attachments. Understanding these documents will become part of or referenced when developing and signing the Service Agreement, and any future amendments, for services with the Port.

Attachment 1: Scope of Work

Attachment 2: Protest Procedures

Attachment 3: Service Agreement Terms and Conditions

Attachment A – Scope of Work

Attachment B – Fee (or Milestone) Schedule

Attachment C – Supplemental Terms

Attachment D – Prime & Subconsultant List

Attachment E – Title VI Provisions

Attachment F – Consultant Ethics And Conflict of Interest– CC-2

Attachment 4: Prime and Subconsultant List (Located in the Documents Tab in the Solicitation)

Attachment 5: Rate Input Sheet (Located in the Documents Tab in the Solicitation)

ATTACHMENT 1– SCOPE OF WORK

Solicitation No. 00319185

BACKGROUND

Seattle-Tacoma International Airport has one of the most contested parking markets in the U.S., with more than 30 offsite parking operators competing for 1+ day parking transactions. As the largest source of non-aeronautical revenue for the airport (totaling \$66.7 million in 2016), the commercial parking business is critical to the airport's ability to fund needed infrastructure and provide adequate debt-service coverage.

Port staff requires the assistance of a seasoned Parking Revenue Consultant to provide assistance in the acceleration and development of revenue opportunities for the commercial parking business at the Airport. The Consultant will provide support services for the development and implementation of a strategic business plan, the development of new parking products and ancillary services, and the integration of emergent technologies to enhance overall customer experience and increase revenue for the airport.

The Port is currently in the process of selecting an online parking pre-booking system (third-party vendor application). The Consultant will provide assistance in the development and implementation of the selected online parking pre-booking system, its integration with the Airport's new T2/ParkingSoft parking revenue control system, and the subsequent launch of the online pre-booking system in Q3 2018. Post-launch, the consultant will be expected to facilitate day-to-day system administration, customer service, and yield and demand management functions for the online parking pre-booking system, under the direction of Port staff.

SERVICES TO BE PROVIDED BY THE CONSULTANT

This Scope of Work is a general guide and is not intended to be a complete list of all work necessary to conduct the required analysis and issuance of recommendations. The consultant will work cooperatively with, and at the direction of, the airport and provide services to include, but not limited to, the tasks summarized as follows:

1. Augment staff expertise and resources in developing and implementing a five-year strategic business plan for the airport's commercial parking business, developing a strategic process for optimizing parking revenue and enhancing customer service through a mixture of product, pricing, sales and marketing competencies.
 - a. Analysis of current public parking facilities at the Airport and identification of competitors.
 - b. Analysis of historical parking data to develop revenue and occupancy trends, and their influence by products and pricing over time.
 - c. Analysis of the Airport's parking product offerings, the competitive environment and customer behaviors and attitudes, including the movement between parking and other mode shares.
 - d. Market analysis of customer demands and preferences, including the identification of customer usage patterns to further develop inferred customer segments.
 - e. Identification of product and pricing opportunities (physical and segmented) and the development of recommendations for a product-pricing strategy to maximize revenue and customer satisfaction.
 - f. Analysis of airport parking products, promotions, and premium services, and relevant or emerging technologies, at airports worldwide that could specifically be implemented at the Airport. Development of best practices for parking amenities and technologies shown to increase customer experience and optimize revenue.
 - g. Analysis of current and emergent transportation modes and technologies which may compromise the Airport's commercial parking business as a revenue source, and the development of recommendations for pro-active response and/or mitigation of potential revenue decline.
 - h. Development of five-year strategic business plan document for the Airport's commercial parking business.

2. Improve the efficiency and effectiveness of project delivery for the planned implementation of an online parking pre-booking system (third-party vendor application), which will allow customers to reserve and pre-

pay for their parking prior to arriving at the airport, and its planned integration with the new T2/ParkingSoft parking revenue control system (PRCS).

- a. Pre-implementation: Provide strategic planning, market research and analysis, product and pricing strategy, yield and demand analysis, focus group consulting and coordination, marketing strategy, creative development, branding and advertising plan development for the implementation and launch of the online parking pre-booking system.
 - b. Implementation: Provide assistance with system development and configuration for the selected online parking pre-booking system application, and oversight for PRCS integration and quality control/testing prior to launch.
 - c. Post-implementation: Facilitate day-to-day system administration, customer service, and yield and demand management functions for the online parking pre-booking system. Consultant is expected not only to manage and execute work in these key functional areas, but also ensure that through a process of knowledge transfer, the Airport's staff is trained and capable of assuming these functions by the end of the contract period.
3. Other projects as required to fortify the airport's commercial parking business, maximize efficiencies, and ensure opportunities for parking revenue development and optimization.

PROPOSED SCHEDULE

Implementation	Start Date	End Date	Duration	Deliverable
Strategic business plan	3/1/2018	9/30/2018	30 wk	Consultant
OBS system implementation (w/ POS ICT)	3/1/2018	9/30/2018	30 wk	Consultant
Market research and analysis	4/1/2018	5/15/2018	6 wk	Consultant
Focus groups	4/30/2018	5/30/2018	4 wk	Consultant/Agency
Product and pricing strategy	3/15/2018	4/30/2018	6 wk	Consultant
Marketing consulting	4/30/2018	9/30/2018	16 wk	Consultant
Creative development	5/30/2018	7/30/2018	8 wk	Agency
Branding	6/30/2018	7/30/2018	4 wk	Agency
Marketing development/graphic design	7/30/2018	9/30/2018	8 wk	Agency
Advertising plan	7/30/2018	9/30/2018	8 wk	Agency
OBS system launch (w/ POS ICT)	10/1/2018			Consultant
Launch event/promotion	10/1/2018	12/31/2018		Consultant/Agency
OBS Administration, Management & Consulting	Start Date	End Date	Duration	Deliverable
Strategic consulting	10/1/2018	N/A	Monthly	Consultant
Yield and demand management consulting	10/1/2018	N/A	Monthly	Consultant
System administration and customer service mgmt	10/1/2018	N/A	Monthly	Consultant
Marketing plan implementation and campaign mgmt	10/1/2018	N/A	Monthly	Agency

**ATTACHMENT 2
PROTEST PROCEDURES**

A. Purpose

These protest procedures are included in this solicitation or request (for convenience, the "RFQ") to provide a prompt, fair and equitable administrative remedy to all proposers and prospective proposers (for convenience "Proposers") regarding alleged substantive errors or omissions in the RFQ or regarding any decision by the Port to award the contract, to declare a SOQ non-responsive, or to find a Proposer not responsible.

B. Timing

Any Proposer showing a substantial economic interest in the contract to be awarded under this RFQ may PROTEST to the Port only in accordance with the procedures set forth below.

C. Protests Based on the Form or Content of the Invitation/Request Documents:

Any Protest based on the form or content of the RFQ documents included with the RFQ or any addendum (including, but not limited to, any terms, requirements and/or restrictions therein) must be filed with the Port as soon as practicable at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111. Attention: Director, Central Procurement Office. The transmittal envelope must clearly identify the RFQ number on its face and be labeled as a "Protest." No protest based on the form or content of the RFQ documents will be considered if received by the Port later than: (i) five (5) calendar days prior to the specified SOQ due date if there are ten (10) or more calendar days between the date on which the RFQ is first published and the date on which SOQs are due, or (ii) three (3) calendar days prior to the specified SOQ due date if there are less than ten (10) calendar days between the date on which the RFQ is first published and the date on which SOQs are due.

D. Other Protests: Protests based on any other circumstances must be filed with the Port at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111, Attention: Director, Central Procurement Office, within two (2) business days after the Proposer knows or should have known of the facts and circumstances upon which the protest is based. The transmittal envelope must clearly identify the RFQ number on the face of this document and be labeled as a "Protest." No protest will be considered by the Port if all SOQs are rejected or if the protest is received after the award of the Contract.

E. Contents of Protest

To be considered, a Protest shall be in writing and shall include: (1) the name, street address, fax number and email address of the aggrieved party; (2) the RFQ title and number under which the Protest is submitted; (3) the economic interest of the aggrieved party in the contract to be awarded under the RFQ; (4) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and

(5) the specific ruling or relief requested. In the even the protesting party asserts the responsibility of any other Proposer as a ground for Protest, it must address in detail the specific criteria identified in the particular RFQ.

F. Administrative Review.

The Protest shall be promptly considered on the written submittal by the Contract Administrator. The Contract Administrator will give notice of the Protest and provide a copy to any others as required. In its sole discretion, the Contract Administrator may give notice of the Protest to other interested parties, including other Proposers. The Port reserves the right to resolve or to attempt to resolve any Protest that concerns the form or content of the solicitation and which Protest was received before the RFQ submittal deadline through written addenda to the solicitation documents.

The Contract Administrator will issue a written decision on the Initial Administrative Review following the receipt of the Protest, stating the reasons for the action taken. In making his/her decision, the Contract Administrator may consult with others and consider information relating to the Protest from any source, including other interested parties. A copy of the decision shall be provided to the aggrieved party, and any other party as may be required, by either: (i) personal service, (ii) facsimile, or (iii) email, with telephonic confirmation.

For all RFQs in which the expected value of the contract to be awarded is less than the amount set forth in the following table, the decision of the Contract Administrator shall constitute the Port's Final Decision. For any such Invitation, there shall be no right of Administrative Appeal as set forth in paragraph G of these Protest procedures, but the Port will stay award of the contract as provided in paragraph H, and the aggrieved party shall have a right of judicial review as provided in paragraph I.

Type of Procurement	Value
Goods, Materials, Equipment and Supplies	\$100,000
Purchased Services	\$100,000
Personal Services	\$200,000
Professional Services	\$200,000

G. Administrative Appeal

1. **Right of Appeal.** For any RFQ in which the expected value of the contract to be awarded is equal to or greater than the amount set forth in table in Section 4, the aggrieved party may appeal the decision of the Contract Administrator by filing a Notice of Administrative Appeal at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111,

**ATTACHMENT 2
PROTEST PROCEDURES**

Attention: Director Central Procurement Office, not more than two (2) business days after receipt of the initial Administrative Review decision. The Notice of Administrative Appeal shall be in writing and clearly labeled on the transmittal envelope as a "Notice of Administrative Appeal." A copy of the initial Protest shall be attached to the Notice of Administrative Appeal. The Contract Administrator will provide a copy of the Notice of Administrative Appeal to other interested parties as required.

2. Hearing. Promptly following receipt of the Notice of Administrative Appeal, an appeal hearing shall be conducted before a panel of at least two Port representatives ("the Panel"). The Panel will always include a representative of the Port of Seattle's legal department and a representative of the Port's Central Procurement Office. The hearing will generally be conducted within five (5) business days of the receipt of the Notice of Administrative Appeal, and the aggrieved party and any other interested parties will be notified of the time and place of the hearing.
3. Conduct of Hearing. Except as the Panel may allow in its discretion, no discovery shall be available. At the Administrative Appeal Hearing, the aggrieved party will be given a reasonable opportunity to present relevant testimony and evidence and to make legal arguments. Other interested parties may also be given the opportunity to do so. The hearing will generally be recorded, and the Panel shall maintain an official record of all documentary evidence presented at the hearing. The Panel shall issue a written Final Decision. A copy of the Final Decision shall be provided to the aggrieved party, and any other party as may be required, by either (i) personal service, (ii) facsimile, or (iii) email, with telephonic confirmation.
4. Standard of Review on Administrative Appeal: On Administrative Appeal, the Panel will consider the Protest, de novo. The aggrieved party shall, however, be restricted from raising any matter or ground not reasonably within the scope of the materials placed before the Contract Administrator.

H. Stay of Award of the Contract

The Port will stay award of the contract for two (2) business days, following the issuance of its Final Decision.

I. Judicial Proceedings

All judicial proceedings must be filed within two (2) business days of the issuance of the Port's Final Decision. The stay provided by Section H. is specifically intended to ensure that any request for judicial relief proceeds orderly and that the Port is provided advance notice thereof. Therefore, an

aggrieved party that intends to commence judicial proceedings shall specifically provide notice to the Port prior to the commencement of such proceedings. The Notice shall be provided to the Port's General Counsel and Director, Central Procurement Office at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111, (206) 787-3000.

J. Strict Compliance

Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the Contract. No person or party may pursue any judicial or administrative proceedings challenging the solicitation or award of the contract to be awarded by this Solicitation, without first exhausting the administrative procedures specified herein.

K. Representation

An aggrieved party may participate personally or, if a corporation or other artificial person, by a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented at the party's own expense, by counsel.

L. Computation of Time

In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. The term "business day" shall mean any day on which the Port of Seattle is open for regularly conducted business. Any document received after the close of regular business hours (8:00 a.m. to 5:00 p.m.) shall be deemed received the following business day.

M. Acknowledgement

By offering a submittal in response to this RFQ, the Proposer acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of offering a submittal.

ATTACHMENT 3
Standard Terms and Conditions

SERVICE AGREEMENT

I. SCOPE OF WORK..... 3

II. PROJECT MANAGEMENT 3

III. COMPENSATION 3

IV. AGREEMENT DURATION 4

V. CHANGES..... 5

VI. ADMINISTRATION OF THE WORK THROUGH SERVICE DIRECTIVES 5

VII. RESPONSIBILITIES OF CONSULTANT 6

VIII. NON-DISCRIMINATION AND AFFIRMATIVE ACTION 6

IX. ETHICS AND INTEREST OF CONSULTANT 7

X. SUBCONTRACTS 7

XI. SMALL BUSINESS UTILIZATION REQUIREMENT 7

XII. CONSULTANT PERSONNEL 7

XIII. INDEPENDENT CAPACITY OF CONSULTANT 8

XIV. CONFIDENTIALITY 8

XV. AUDIT AND ACCESS TO RECORDS 8

XVI. OWNERSHIP OF WORK PRODUCTS 8

XVII. PUBLIC DISCLOSURE 9

XVIII. ASSIGNABILITY 9

XIX. TERMINATION FOR CONVENIENCE 9

XX. TERMINATION FOR DEFAULT 9

XXI. INSURANCE 10

XXII. INDEMNITY 12

XXIII. WARRANTY AND STANDARD OF CARE 12

XXIV. COMPLIANCE WITH APPLICABLE LAWS 12

XXV. GOVERNING LAW 12

XXVI. NO THIRD PARTY BENEFICIARY 13

XXVII. ORDER OF PRECEDENCE 13

XXVIII. WAIVER 13

XXIX. SURVIVORSHIP 13

XXX. ENTIRE AGREEMENT..... 13

THIS document is an AGREEMENT by and between the Port of Seattle, State of Washington (hereinafter referred to as the "PORT") and **TBD** (hereinafter referred to as the "CONSULTANT"), for the furnishing of services for the **Commercial Parking Revenue Consulting 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 **Stephanie Nelson**. CONSULTANT is expected to work closely with the Project Manager throughout the duration of this Agreement.
- B. CONSULTANT has designated **TBD** as Project Manager for the Project. This designation shall not be changed without the prior written approval of the PORT.

III. COMPENSATION

- A. The PORT agrees to pay CONSULTANT a not to exceed total price of **One Million Five Hundred Fifty Thousand dollars and 00/100 (\$1,550,000.00)**.
- B. Work will be issued through Service Directives (SD). The SD will identify if compensation will be on a firm fixed price (lump sum) or time and expense (billing rate) basis. This amount shall constitute complete compensation for all services provided under the SDs
- C. If an SD is written on a lump sum basis;
 - 1. CONSULTANT shall submit a monthly request for payment for milestones completed within the billing period. Payment shall be made thirty (30) days ("Net 30") from date a properly completed invoice is received by the PORT. If there are disputed items or amounts or both on any invoice, the PORT will present these items to the CONSULTANT for resolution. Those items that are undisputed will be identified on the invoice and payment will be made for the undisputed amount. All billing shall be to the Port of Seattle, **Attn.: Stephanie Nelson**, P.O. Box 68727, Seattle, WA 98168-0727 Invoices must reference the Agreement number.
 - 2. CONSULTANT shall report Monthly Amounts Paid (MAPs) to each subconsultant for the prior invoicing period. The MAPs shall be submitted electronically utilizing the Port's Contractor Database System (CDS) available here: <https://hosting.portseattle.org/cds/>. The MAPs shall identify the subconsultant name, its status as a 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.
 - 3. Within ten (10) business days of receipt of payment by the Port, the CONSULTANT shall pay subconsultants for all work satisfactorily completed by the subconsultant. This paragraph shall not impair or limit any remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT or deficient performance or non-performance.
 - 4. Markups shall be limited to the billing rates. 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.
- D. If an SD is written on a billing rate basis;
 - 1. Compensation will be made only to the extent to which CONSULTANT presents documented evidence of fees earned in proportion to progress in accomplishing the scope of services, and expenses incurred during the period for which payment is requested. In no case shall the total compensation exceed the sum set forth herein.
 - 2. CONSULTANT shall submit a monthly invoice for services provided during that billing period. Payment shall be made thirty (30) days ("Net 30") from date a properly completed invoice is received by the PORT. If there are disputed items or amounts or both on any invoice, the PORT will present these items to the CONSULTANT for resolution. Those items that are undisputed will be identified on the invoice and payment will be made for the undisputed amount. All billing shall be to the Port of Seattle, **Attn.: Stephanie Nelson**, P.O. Box 68727, Seattle, WA 98168-0727 Invoices must reference the Agreement number.

3. CONSULTANT shall report Monthly Amounts Paid (MAPs) to each subconsultant for the prior invoicing period. The MAPs shall be submitted electronically utilizing the Port's Contractor Database System (CDS) available here: <https://hosting.portseattle.org/cds/>. The MAPs shall identify the subconsultant name, its status as a 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.
4. Within ten (10) business days of receipt of payment by the Port, the CONSULTANT shall pay subconsultants for all work satisfactorily completed by the subconsultant. This paragraph shall not impair or limit any remedies otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or non-payment by the CONSULTANT or deficient performance or non-performance.
5. Markups shall be limited to the billing rates. 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.
6. Hourly rates include all of CONSULTANT'S routine administration and overhead expenses, including all equipment, (not including allowable field equipment) software, tools and supplies reasonably required to perform the scope of services. The PORT will not separately reimburse CONSULTANT for routine overhead expenses or administration including but not limited to:
 - a) Computer hardware or software usage
 - b) Digital camera or recording equipment
 - c) Communication Equipment - including phone, radio, walkie talkie, internet, and fax.
 - d) Postage and courier services
 - e) Routine reproduction except for documents reproduced by an outside vendor
 - f) Small tools and expendables
 - g) Personal protective equipment
 - h) Federal, state or local taxes
 - i) B&O Taxes
 - j) Safety training and equipment
 - k) Time devoted to Agreement negotiation, invoicing, and/or dispute resolution; and/or
 - l) Time devoted to development or refinement of scope of work, unless directed by the Port through a Service Directive.
7. The PORT will not pay for travel mileage, parking, or travel time within a 50 mile radius of Seattle-Tacoma International Airport.
8. To qualify for travel reimbursement, CONSULTANT shall notify the Port Project Manager, obtain advance written approval of travel status and, provide the PORT Project Manager a not to exceed estimate of travel expenses. Reimbursement of travel expenses shall be at cost, without markup, and in accordance with the following standards:
 - a) Air travel shall be by coach class at the lowest available commercial price;
 - b) Vehicular travel costs shall not exceed the current IRS Standard Mileage Rates.
 - c) Rental car reimbursement is allowed only when required, and in conjunction with air travel and then at compact car rental rates;
 - d) Maximum reimbursement for meals and incidental expenses (m & ie) shall be reimbursed at the per diem rates for the location established by the United States General Services Administration, Transportation Management Policy, <http://www.gsa.gov/portal/content/104877>.
 - e) Maximum reimbursement for lodging shall be reimbursed at cost, no greater than the rate for the location established by the United States General Services Administration, Transportation Management Policy, <http://www.gsa.gov/portal/content/104877>.
 - f) Receipts shall be required in order to receive reimbursement for air travel, rental car, and lodging.
 - g) Travel shall be limited for the purpose of the work of this Agreement.
 - h) CONSULTANT will not be compensated for travel time.

IV. AGREEMENT DURATION

- A. CONSULTANT shall complete all specified work, including submission of reports and/or other required documentation, within the time periods set forth in this Agreement and related documents. Time is of the essence in each and every portion of this Agreement.
- B. The Agreement shall expire **three (3)** years after execution of this Agreement; provided however, at the PORT'S sole discretion, this Agreement may be extended for up to **two (2)** optional years 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 determination that the work identified does not require additional time and/or compensation.
- E. Billing rates shall be annually adjusted (365 days after the initial contract performance date, and every 365 days thereafter).
 - 1. The maximum billing rate adjustment shall be the five year annual average Consumer Price Index All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton area for the five years preceding the year of the rate adjustment request.
 - 2. Any change shall be effective after execution of an amendment to change the billing rates.
 - 3. Changes to billing rates will apply to existing service directives.

VI. ADMINISTRATION OF THE WORK THROUGH SERVICE DIRECTIVES

- A. Attachment A identifies the general scope of work for this Agreement. The work will be authorized on a task basis by means of Services Directives (SD). SDs may be issued on a firm fixed price (lump sum) or billing rate (time and expense) basis.
- B. The PORT Project Manager will prepare SDs for specific scopes of work for the CONSULTANT. The PORT and CONSULTANT will negotiate a final scope (with tasks and deliverables) and Level of Effort (LOE) for each SD.
 - 1. CONSULTANT shall not perform any work prior to execution of the SD. A PORT executed SD serves as the Notice to Proceed for the services or tasks identified therein.
 - 2. The PORT shall not compensate the CONSULTANT for any work performed by the CONSULTANT or its subconsultants of any tier for work performed that:
 - a) Has not been authorized by an executed SD, or SD modification;
 - b) Is out of scope,
 - c) Exceeds the not to exceed dollar value; and/or
 - d) Is completed after expiration of Agreement Duration
- C. SDs and SD Modification shall include the following elements:
 - 1. A scope of work with a description of tasks and deliverables;
 - 2. A schedule for receipt of deliverables;
 - 3. A schedule for completion of the SD
 - 4. A maximum allowable not to exceed sum, supported by a level of effort identifying CONSULTANT staff and/or job classifications, hours and rates that supports a maximum allowable not to exceed sum and, a schedule for receipt of deliverables OR;
 - 5. An agreed upon firm fixed price for performance of the work and a milestone payment or deliverable(s) schedule whereon the lump sum amounts should be paid.
 - 6. The PORT may require additional tasks be performed by the CONSULTANT related to this contract. A task is established to set up a contingency for such tasks. CONSULTANT may not use or bill against this task without specific written direction from the PORT. Such direction will be sent either via letter or email

from the PORT Project Manager. The specific scope of work, deliverables, level of effort, and not to exceed value will be established in the letter or email.

- D. Service Directive (SD) Modifications
 - 4. An SD modification documents changes to the SD if the CONSULTANT and/or the PORT determine that;
 - a) The work of the SD requires additional time, scope and compensation; and/or
 - b) Personnel are added to or deleted from the SD
 - 5. If the PORT agrees that the changes to the SD identified by the CONSULTANT or the PORT are required, the changes will be documented in an SD modification.
- E. The execution of individual SDs may occur at any time up to the expiration of the agreement ordering period, or when the not to exceed total compensation amount is expended, whichever occurs first.
 - 1. The ordering period is five (5) years.
 - 2. The PORT will not initiate new SDs after the expiration of the ordering period.
The PORT will amend the Agreement to extend the duration to coincide with the completion of the Work of SDs executed during the ordering period to ensure all work ordered is allowed to complete.

VII. RESPONSIBILITIES OF 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.
- C. The PORT must review and approve CONSULTANT'S utilization of subconsultants, and any and all billing rates for all subconsultant(s) proposed to be added to the Agreement prior to any work being performed by such subconsultant(s). Such approval will be in writing, through an executed amendment.

XI. SMALL BUSINESS UTILIZATION REQUIREMENT

- A. This Agreement has a Small Business utilization requirement that **30%** of the total amount paid, including amendments, must be performed by one or more Small Business Enterprises. The CONSULTANT is required to monitor and report on its compliance with this requirement. CONSULTANT shall use the firm(s) proposed for the work identified in Attachment D to this Agreement. If the CONSULTANT proposes to substitute a small business identified on Attachment D with a different small 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.
- B. If the CONULSTANT proposes to substitute a SBE with a non-SBE or a Certified Small Business with a non-Certified Small Business, the CONSULTANT shall demonstrate the steps it took to locate another qualified firm and why it was unsuccessful in securing the services of an SBE or Certified Small Business. The Contractor will still be required to comply with the small business utilization requirements in Paragraph A unless CONSULTANT can demonstrate a sound basis for the substitution and that no other SBE/Certified Small Business Firms have the capacity and qualifications to perform the work, and the Port, in its sole discretion, provides written concurrence revising the small business utilization requirement.

The Port shall not be responsible for any costs resulting from substitution of Small Business Sub-Consultants.

- C. The Small Business utilization requirements 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 Small Business utilization requirement will be reduced only to the extent that such work was being performed by a Small Business.
- D. Failure to comply with the Small Business utilization requirements may impact selection decisions on future opportunities with the PORT.
- E. The Port reserves the right to publicly publish the small business utilization data on this contract in its Port's website or other public communication forums.
- F. The Port shall monitor compliance through the CONSULTANT'S submission of MAPs as defined in Section III., Compensation.

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.

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

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 **\$1 Million** per occurrence and **\$1 Million** annual aggregate. The insurance shall cover liability arising from premises, operations, independent contractors, products completed operations, personal and advertising injury, and liability assumed under an insured Agreement. The CONSULTANT'S insurance shall be primary and non-contributory with respect to any insurance the PORT carries and apply separately to each insured.

This Agreement Does Does not require commercial general liability insurance.

- a) PORT shall be named as an additional insured for all work arising out of CONSULTANT'S work using ISO Form CG 20 26 or an equivalent endorsement approved by the PORT.
- b) When a self-insured retention (SIR) or deductible exceeds \$25,000 the PORT reserves the right, but not the obligation, to review and request a copy of the CONSULTANTS most recent annual report or audited financial statement.
- c) If the services to be provided in this Agreement include the installation or construction of a product on PORT property, the CONSULTANT shall be required to add the PORT as an additional insured with respect to "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. Employers 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 worker 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 worker 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 Worker's 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 complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Amendments
- B. Supplemental Conditions
- C. Service Agreement Terms and Conditions
- D. Service Directives, as modified
- E. Scope of Work
- F. Schedule of Fees
- 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.

Authorized Signature

Sofia Mayo

(Print or Type Name of Signer)

Date _____

Address: 2711 Alaskan Way
Seattle, Wa 98121

Phone No.: (206) 787- 6851

Authorized Signature

(Print or Type Name of Signer)

Date _____

Address: _____

Phone No.: () _____

Attachments: <input checked="" type="checkbox"/> Attachment A – Scope of Work <input checked="" type="checkbox"/> Attachment B – Fee Schedule <input checked="" type="checkbox"/> Attachment C – Supplemental Terms <input checked="" type="checkbox"/> Attachment D – Prime & Subconsultants Listing <input checked="" type="checkbox"/> Attachment E – Title VI Terms and Conditions <input checked="" type="checkbox"/> Attachment F – Consultant Ethics and Conflict of Interest, CC-2	Taxpayer Identification Number (“TIN”): _____
	Washington State Unified Business Identifier (“UBI”) Number: _____
	State Worker Compensation Account Number: _____
	Suspension and Debarment: CONSULTANT certifies to the best of its knowledge that it is not presently disbarred or suspended from any federal department or agency transactions. If CONSULTANT checks this box, then CONSULTANT represents that it complies with this requirement. <input type="checkbox"/>
	Former Port Employee: CONSULTANT declares by checking box that he or she is not a former Port employee. <input type="checkbox"/>

**ATTACHMENT A
SCOPE OF WORK**

Final to be Inserted at Contract Execution

**ATTACHMENT B
SCHEDULE OF FEES**

Final to be Inserted at Contract Execution

**ATTACHMENT C
SUPPLEMENTAL CONDITIONS**

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.

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
PRIME AND SUBCONSULTANT LIST
To be Inserted at Contract Execution

ATTACHMENT E

Title VI Non-Discrimination and Affirmative Action Supplemental Conditions

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

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Aviation Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Recipient or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not necessarily limited to:
 - a. withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT E

Title VI Non-Discrimination and Affirmative Action Supplemental Conditions

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees 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 Non-discrimination 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 F
CONSULTANT ETHICS AND CONFLICT OF INTEREST

Serving the Port With Integrity

CC-2 as of 8/16/2011

Original – 1/1/2010 Revisions: 8/16/2011

I. The Port's Interests Come First

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

For purposes of this policy:

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

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

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

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

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

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

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

II. Real or Perceived Conflicts of Interest

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

A. Disclosable Conflicts from Business Relationships

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

A conflict of interest may exist when a Consultant performs services for another entity if those services (i) potentially adversely impact the Port of Seattle 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 of Seattle that are related to the actual or perceived conflict of interest unless and until a waiver is granted.

B. Prohibited Conflicts

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

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

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

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

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

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

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

III. Use of Port Equipment

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

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

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

IV. Safeguarding Confidential Information

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

A. Employment

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

V. Expectations of Former Consultants

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

A. Disclosure Requirements

For one (1) year after Termination of a Port engagement, a Former Consultant must disclose the Former Consultant's past Port engagement to the Port before participating in any Port business or activity and must also disclose the Former Consultant's past Port engagement before participating in any proceeding before the

Commission. The disclosure shall be made in writing to the CPO Representative or Project Manager and/or the Commission President.

B. Special Consideration Prohibited

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

C. Appearances Before Commission

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

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

D. Participation in Contracts with the Port

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

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

VI. Reporting Other Potential Violations

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

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