



## SERVICE AGREEMENT – P-00322816

THIS CONTRACT is between the Port Seattle (the “Port”) and City of Redmond (the “Vendor”), who, in consideration of the mutual promises contained herein, agree:

### 1. **PROGRAM**

Vendor shall furnish the Program specified or indicated in the Contract Documents which are generally described as Contract for Promotion Programs (hereinafter also referred to as the “Program”) as specified herein.

### 2. **CONTRACT TIME**

The initial term of this Contract shall commence on the date of execution by the Port and shall not extend beyond December 31, 2027.

### 3. **CONTRACT RATES**

Payment will be made on a firm fixed price (lump sum) basis in accordance with the mutually agreed upon Milestones and Schedule of Fees set forth in the Scope of Work/Specific Requirements, Attachment B. The total potential compensation payable to Vendor shall not exceed Twenty Thousand Dollars (\$20,000.00). Said compensation shall fully compensate Vendor for all risk, loss, damages, or expense of whatever character arising out of the nature of the Program or the prosecution thereof; and for all expenses incurred in the consequence of the suspension or discontinuance of the Program as specified under this Contract.

### 4. **ORDER OF PRECEDENCE**

The provisions of this Contract are complimentary and shall be interpreted to give effect to all of its provisions. The Contract Documents set forth below represent the entire and integrated Contract between the Port of Seattle and the City of Redmond . Any inconsistency in the Contract Documents shall be resolved in the following order of precedence:

1. Contract Amendments Executed after Contract Award
2. The Contract
3. General Conditions, Attachment A
4. Successful Application and Project Scope of Work, Attachment B
5. Additional Attachments

The Contract Documents set forth above represent the entire and integrated Contract between the parties hereto.



The parties hereto have signed this Contract in duplicate. One counterpart each has been delivered to the Port and Vendor.

PORT OF SEATTLE

CITY OF REDMOND

By: William Zhou

By: \_\_\_\_\_

Procurement Officer II

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Dated*

Address for Giving Notice:  
Port of Seattle, CPO - Procurement  
P.O. Box 1209  
Seattle, WA 98111  
Phone (206) 728-5615

Address for Giving Notice:  
15670 NE 85<sup>th</sup> St  
Redmond, WA 98052  
Email: [Jlajor@redmond.gov](mailto:Jlajor@redmond.gov)  
Phone: (425)556-2209

## ATTACHMENT A - GENERAL CONDITIONS

**GC-1 TITLES OR HEADINGS:** The titles or headings of the sections, divisions, parts, articles, paragraphs, or subparagraphs, of the Contract Documents are intended only for convenience of reference and shall not be considered as having any bearing on the interpretation of the text.

**GC-2 ABBREVIATIONS:** Abbreviations may be utilized throughout the Contract Documents. Any such abbreviation, unless well-known technical, trade meaning commonly understood in the Vendor's industry, will be defined in the particular portion of the Contract Documents where it is used.

**GC-3 INDEMNIFICATION AND HOLD HARMLESS:**

A. Vendor shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Contract (including, without limitation, product liability claims by persons who may subsequently purchase the Services from the Port, claims for patent, trademark, copyright, trade or franchising infringement, and from all claims arising from Vendors failure to comply with paragraphs GC-5, GC-6, GC-14 of these General Conditions); Provided, however, if and to the extent that these General Conditions are construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the Port, and (2) Vendor, its agents, or its employees, it is expressly agreed that Vendor's obligations of indemnity under this paragraph shall be effective only to the extent of Vendor's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require Vendor to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

B. In any and all claims against the Port, by any employee of Vendor, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of subparagraph "A" above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for Vendor, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the parties hereto that Vendor expressly waives any immunity Vendor might have had under such laws. By executing the Contract Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

C. Vendor shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

**GC-4 COMPLY WITH ALL LAWS:** The Vendor shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to those environmental laws and other laws listed in the Contract Documents and other laws referred to herein, which in any manner apply to the performance of this Contract. Such compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties, and duties.

**GC-5 NON-DISCRIMINATION AND EQUAL EMPLOYMENT:** During the performance of this Contract, the Vendor, for itself, its assignees, and successors in interest agrees to comply with the

requirements of the following non-discrimination statutes and authorities which are hereby incorporated; including but not limited to:

- A. 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;
- B. 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);
- C. 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;
- D. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- E. 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);
- F. 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 Vendors, whether such programs or activities are Federally funded or not);
- G. 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;
- H. 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);
- I. 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;
- J. 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);
- K. 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.*)

**GC-6 NON-DISCRIMINATION POLICY:** It is the basic policy of the Port of Seattle 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, Vendors, and



suppliers to the extent possible as required by law. Submission of a properly executed Contract constitutes a contractual commitment to the terms of this resolution.

**GC-7 CONTRACT TIME:** All time limits stated in the Contract Documents, specifically including the Contract Time, are of the essence of this Contract. While the Procurement Officer may, in certain circumstances, provide a written extension, reduction or waiver of certain time limits, the Contract Time may be extended or reduced only by Amendment.

**GC-8 EXTENSIONS OF CONTRACT TIME; COMPENSATION:**

A. Force Majeure. If an extension of Contract Time is warranted as a result of force majeure, Vendor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages PROVIDED VENDOR NOTIFIES THE PORT, IMMEDIATELY IN WRITING OF SUCH PENDING OR ACTUAL DELAY. The extension of Contract Time will be limited to the period of time the Port determines the procurement was delayed/extended. All decisions by the Port regarding extensions of time shall be final.

B. Reasonable Delays. The Vendor should anticipate that some reasonable delays, including those caused by normal weather patterns, will occur. The Vendor shall not be entitled to any compensation, damages, or extension of the Contract Time for such reasonable delays.

C. Non-Excusable and Non-Compensable Delays. Delays in the prosecution of the Services that could have been avoided by the exercise of due care, coordination and diligence on the part of the Vendor, its suppliers are neither excusable nor compensable under the Contract. No extension of Contract Time or increase in the Contract Sum shall be allowed for any claimed delay that is caused by or results from the breach, fault, negligence, or collusion of the Vendor, or its suppliers.

**GC-9 AUDITS AND RETENTION OF RECORDS:**

A. The Port or its designee and other authorized representatives of the State of Washington shall have the right to inspect, audit or copy documents for the evaluation and determination of any issue related to the Contract or to the Vendor's performance thereunder, specifically including but not limited to any Claims brought by the Vendor or any supplier at all reasonable times.

B. For the above-referenced purpose, all of the documents related to this Contract shall be open to inspection, audit, or copying by the Port or its designee:

- During the Contract Time;
- For a period of not less than six (6) years after the date of Contract Completion or termination of the Contract; and
- If any Claim, audit, or litigation arising out of, in connection with, or related to this Contract is initiated, all documents and records shall be resolved or completed, whichever occurs later.
- The Vendor shall retain the documents related to this Contract for the periods required above. The Vendor shall also ensure that the documents of all suppliers shall be retained and open to similar inspection or audit for the periods required above by incorporating the provisions of this Audit Paragraph into any agreements with suppliers related to this Contract.

C. The Vendor, its suppliers shall make a good faith effort to cooperate with the Port and its

designees when the Port gives notice of its need to inspect or audit documents.

D. The cost of the audit shall be borne by the Port unless the results of such audit reveal a discrepancy of more than two percent (2%) reported in accordance with the Concession Fees requirement of the Contract for any twelve (12) month period. In the event of such discrepancy, the full cost of the audit shall be borne by the Vendor, and Vendor shall promptly pay all additional fees owing to the Port. No additional compensation will be provided to the Vendor, its suppliers for time or money spent in complying with the requirements of this Audit Paragraph. If the Vendor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall notify the Port and preserve all documents, at its expense, as directed by the Port.

E. In the event that Vendor's books of accounts are not maintained in the Puget Sound region, they shall be made available for audit locally within five (5) business days of a request by the Port, or Vendor shall pay in full, any travel and related expenses of Port representative(s) to travel the location outside the Puget Sound region. In addition, The Port shall have the right to conduct a "surprise" audit not more frequently than twice every twenty-four months, and, in the event that Vendor's books and records are not maintained locally, Vendor shall further pay in full, any travel and related expenses of the Port representative(s) to travel the location outside the Puget Sound region for such "surprise" audit.

F. This Audit Paragraph shall survive for six (6) years after the termination or expiration of this Contract, or conclusion of all Claims, audits or litigation, whichever occurs later.

#### **GC-10 TERMINATION:**

A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Contract at any time for any reason, by giving the other party thirty (30) days' written notice. In the event the vendor has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay Vendor the percentage of funds attributable to the Vendor's completed portion of the project.

B. **TERMINATION FOR DEFAULT:** Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Vendor, the Port shall be entitled, by written or oral notice to the Vendor, to terminate the Contract for breach of any of the terms and to have all other rights against the Vendor by reason of the Vendor's breach as provided by law.

**GC-11 REMEDIES:** Any decisions by the Port to pursue any remedy provided for in paragraph GC-10 herein shall not be construed to bar the Port from the pursuit of any other remedy provided by law or equity in the case of similar, different, or subsequent breaches of this Contract.

**GC-12 WAIVER:** Failure at any time of the Port to enforce any provision of the Contract 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 Contract shall be held to be waived, modified or deleted except by a written Amendment signed by the parties hereto.

**GC-13 PARTIAL INVALIDITY:** If any provision of this Contract is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

**GC-14 PUBLIC DISCLOSURE:** Vendor acknowledges that the PORT may be required to disclose information provided by Vendor pursuant to the Washington State Public Disclosure Act (RCW Chapter 42.56). The PORT will determine whether any requested documents should be disclosed. In no event shall the Port be liable to Vendor for any disclosure of documents and information, including work product, excluded inventions and intellectual property rights it deems necessary to disclose under the law.



**GC-15 GOVERNING LAW/VENUE:** The laws of the State of Washington shall govern disputes concerning this Contract and the venue of any action relating hereto shall be in the Superior Court for the County of King, State of Washington.

**GC-16 SUBCONTRACTING/ASSIGNMENT:** Vendor shall not assign, transfer, or novate any part of this Agreement or any interest therein, nor shall this Contract or any interest there under be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the advance written consent of the Port.

**GC-17 SERVICE OF NOTICES BY OR ON THE VENDOR:** Any written notice required under the Contract to be given by or to the Vendor may, at the option of either party, be served on or by the Vendor by Electronic Transmission, personal service, certified or registered mail, or recognized overnight courier. Delivery of the notice will be made to the last address provided in writing to the Procurement Officer. Notices shall be deemed delivered: (i) when sent through via Electronic Transmission, (ii) when personally delivered; (iii) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; or (iv) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient.

**GC-18 EXECUTION OF THE AGREEMENT FORM:** The Contract is not binding upon the Port until the Contract is fully executed. No Proposer shall have a right, interest or claim with respect to the Contract or the Services until the Contract is fully executed. After being executed by the Port, the Vendor will receive a copy of the Agreement Form. Services prosecuted prior to the full execution of the contract is at the sole risk of the Vendor.

**GC-19 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.

**GC-20 PORT VALUES AND STANDARDS:** CONSULTANT certifies they will comply with all local, state, federal, and other laws, rules, regulations, and other requirements applicable to its operations, including those relating to environmental responsibility, worker safety, labor, anti-discrimination, and anti-human trafficking. CONSULTANT also acknowledges they will adhere to the Values and Standards of the PORT, included as Attachment D.

## ATTACHMENT B - Successful Application and Project Scope of Work

### 1. Scope of Work:

Port funds will support geo-targeted Pay Per Click (PPC) campaigns with strong flight connections to Seattle-Tacoma International Airport (SEA), possibly including any of the following high-performing out-of-state markets or others as identified:

- Portland, OR
- Dallas, TX
- San Francisco, CA
- Los Angeles, CA
- New York, NY
- Washington, DC

These markets are identified through Placer.ai geofencing data and website origin analytics as top non-Washington visitor sources to Redmond.

#### **Media placements will include:**

- Google Search and YouTube
- Microsoft/Bing Search
- Meta (Facebook and Instagram)

#### **Campaign messaging will promote:**

- Redmond hotel packages and special offers
- Airport-to-Eastside connectivity
- Car-free access via Light Rail (opening March 2026)
- RedLink free shuttle service to 8 of 10 Redmond hotels
- Outdoor recreation, cycling, trails, and adventure tourism

The Port of Seattle logo will be included on all paid media funded through this program.

#### **Campaign Objective:**

Drive incremental overnight stays in Redmond from out-of-state visitors traveling via SEA.

**2. Metrics/Measurable Outcomes:**

- Impressions, CTR, CPC, CPM
- Placer.ai origin tracking from targeted markets
- Hotel partner reporting

**3. Timeline / Schedule**

**Campaign Timeline:**

September 2026 – March 2027

**Primary Travel Emphasis:**

November – March (Shoulder & Low Season)

**4. Port Approval and Use of Port logo:**

- a. All projects must identify the Port of Seattle (POS) as a partner or sponsor via use of the Port logo. Prior to advertising execution or implementation, POS requires a review/approval of the proposed placement and schedule of the POS logo.
- b. POS may request periodic project updates from its co-operative partner.

**5. Payment by the Parties:**

- a. Port shall contribute **\$20,000** to the total cost of expenses incurred by the Vendor.
- b. Vendor shall contribute a minimum of **\$10,000** in match funds. If your stated match fund amount is more than 50% of Port awarded funds, you will be held accountable for the higher stated match fund and will need to provide documentation for the higher stated match fund amount as well as for all Port awarded funds.
- c. Any expenses or receipts dated before this contract is fully executed cannot be submitted as reimbursable expenses or match funds. Only expenses made during the contract period are eligible.

**6. Port awarded funds and Match funds: 2 to 1 Ratio Required**

Complete and refer to the following listed contract fund allocation. The Port will require vendor to provide documentation for all actual paid Port awarded fund expenditures and actual paid match fund expenditures in your final report. All expenses must be paid by November 2027.

Expense Description	Total	Port Funds	Match Funds
Digital Ads	\$30,000	\$20,000	\$10,000

Any funds obtained from the Port for tourism activities are to be used specifically, once approved, for projects which are detailed in the Scope of Work. The focus of the Scope of Work should be aligned with increasing the number of out-of-state visitors (and/or boosting out-of-state visitors' spend within WA State) who will use Port facilities; SEA International Airport, cruise terminals and/or recreational marinas.

**Staff Time**

For Tier 1 grants, up to 25% of the required match funds may be staff administrative time that directly support the project and is to be reported in the final report. For Tier 2 grants, this increases to 50%.

Staff time is considered eligible provided it is specifically allocated to the contribution, review, management, or oversight of the project. Staff time is not an eligible Port fund expense. Staff time is considered eligible provided it is specifically allocated to the contribution, review, management, or oversight of the project.

**7. Mid-term Report:**

The vendor must submit a mid-term report which includes:

- a. An excel sheet outlining expenses paid labeled by:
  - Expense description
  - Company
  - Invoice/Receipt Number
  - Invoice/Receipt Date
  - Invoice/Receipt Amount
  - Port amount
  - Match Fund amount (if any)

- b. All eligible receipts for expenses paid between the contract execution date and December 1, 2026.

**8. Final Report Requirements:**

- a. Upon project completion, a final report must be submitted and approved by the Port of Seattle in order for the awarded funds to be disbursed. The final report must include:
  - Summary Narrative – Detailed scope of work accomplished, outcomes, metrics collected, description of project connection to Port facilities
  - Demonstrated use of the Port logo
  - Expense List & Receipts – A completed Expense Tracking List that includes all project-related expenses (Port of Seattle will provide the Expense Tracking List template) accompanied by copies of all paid invoices/receipts for each listed expense.
- b. The final report must be submitted to the Port on/before the final report due date for review and approval. Upon approval of the final report and supporting documentation, the awarded organization may invoice the Port for the awarded fund amount.
- c. Final report due date: Upon project completion, or no later than November 30, 2027

**9. Miscellaneous:**

No Port funds can be used to underwrite general or capital expenses associated with a tourism event or program already in progress.

**ATTACHMENT C**  
**TITLE VI**  
**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**  
**SUPPLEMENTAL CONDITIONS**

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

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

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

**Pertinent Non-Discrimination Authorities:**

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 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 D**

**STATEMENT OF VALUES, STANDARDS, AND EXPECTATIONS FOR THIRD PARTIES**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

By submission of a submittal/proposal, the Submitter/Proposer certifies they will comply with all local, state, federal, and other laws, rules, regulations, and other requirements applicable to its operations, including those relating to environmental responsibility, worker safety, labor, anti-discrimination, and anti-



human trafficking. The Submitter/Proposer is also acknowledging that it will adhere to the Values and Standards of the PORT.