

**REQUEST FOR PROPOSALS
FOR THE MANAGEMENT AND OPERATION OF
ON-DEMAND TAXICAB AND FOR-HIRE VEHICLE
SERVICES
AT
SEATTLE-TACOMA INTERNATIONAL AIRPORT
RFP # 2016-ABD-1**

Port of Seattle
Seattle-Tacoma International Airport
Airport Operations
17801 Pacific Highway South
Seattle, WA 98158

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I. OVERVIEW

INTRODUCTION

Proposals are hereby requested by the Port of Seattle (the “Port”) from all qualified and responsible proposers (“Proposer”) desiring to provide and manage On-Demand Taxicab and For-Hire Vehicle Services (“On-Demand Services”) at Seattle-Tacoma International Airport (the “Airport”). As used in the Request for Proposals, the terms Taxicab and For-Hire Vehicle have the same meaning set forth in King County Code Section 6.64.010. As such, this opportunity does not include the on-demand limousine services or any other on-demand/walk-up services that may be authorized under any provision of Washington law other than Chapters 46.72 and/or 81.72 of the Revised Code of Washington. The Port is issuing this Request for Proposals (“RFP”) to all associations and third party management firms interested in demonstrating that they possess the industry expertise and financial strength to provide and manage On-Demand Services at the Airport. As more fully set forth below, the Port will enter into a Concession Agreement (“Agreement” or “Concession”) with the selected Proposer for a term of three years with two one-year options, at the Port’s sole election, to extend the Agreement. Operations under the Concession are expected to begin July 1, 2016.

The Port will grant to the successful Proposer the exclusive right to provide On-Demand Services at the Airport; provided, the successful Proposer shall be required to use only those loading zones and other areas as designated by the Port. The successful Proposer must, either directly or indirectly, provide both 1) on-demand Taxicab service and 2) on-demand For-Hire Vehicle service. A Proposer must indicate how it would – both initially and over time – intend to provide such On-Demand Services to match the demand of the travelling public for metered (i.e. Taxicab) and flat-rate (i.e. For-Hire Vehicle) transportation services. It is expected that such determination will be shaped by customer demand, and fleet size and availability. As set forth in more detail below, Proposers will submit information in response to this RFP addressing how an initial fleet allocation will be established and methodologies and strategies for adjusting the fleet over time to reflect customer demand.

BACKGROUND

The Port owns and operates the Airport and its passenger terminals, consisting of the Main Terminal, Concourses A, B, C, D, and the North and South Satellites. Currently, the Airport has 81 gates and is

served by some 29 air-carriers, including cargo operations, operating domestic and international flights. In 2015, approximately 42 million passengers passed through the Airport. As part of the overall Airport experience, the Port continues to enter into agreements with service providers to enhance the quality of services provided at the Airport to passengers.

In an attempt to meet the demand of Airport customers requesting On-Demand Services, the Port has maintained an exclusive arrangement for existing service for approximately 25 years, with two different providers. The Port would like to continue offering On-Demand Services through a service provider for a term of three years with two, one-year extension options at the Port’s sole discretion.

Listed below is a chart showing the total number of On-Demand Taxicab trips performed each year during the years 2010 through 2015. In addition, data on trips performed on a pre-arranged basis by for-hire operators in 2015 is included for informational purposes only.

	2010	2011	2012	2013	2014	2015
Taxi Trips (on-demand)	590,785	730,660	755,099	737,623	818,526	920,062
For-Hire Trips (pre-arranged)*						131,482

** 2015 represents first full year of Automatic Vehicle Identification (AVI) tagged For-Hire vehicles*

Also, included below is a forecast (2015 is an actual figure) of passengers traveling through Sea-Tac Airport for the period 2015 through 2021, produced by Port of Seattle staff.

Note: the figures are projections, and the Port of Seattle does not guarantee, or otherwise ensure, their accuracy.

	2015	2016	2017	2018	2019	2020	2021
Annual Passengers (millions)	42.3	44.4	45.3	46.2	47.1	48.0	48.9
Percentage Change	12.5%	4.9%	1.9%	1.9%	1.9%	1.9%	1.9%

GOALS

The Port’s objective is to enter into an agreement with an experienced, financially sound company, association or organization with superior customer service standards to provide and manage On-Demand Services at the Airport that will help the Port meet the following goals:

1. Provide convenient, efficient and safe transportation alternatives to the traveling public.
2. Provide superior customer service.
3. Maximize non-aeronautical income.
4. Maintain excellent environmental standards.
5. Leverage state of the art technology services to best serve users.
6. Create opportunities for small and disadvantaged businesses.

II. INSTRUCTIONS

1. THE CONCESSION

The Concession to be awarded pursuant to this RFP is an exclusive right to provide On-Demand Services. The term “On-Demand” indicates that trips for Taxicabs and For-Hire Vehicles are made at, or immediately prior to, the time passenger engages driver/vehicle in designated loading area. The Concession does not extend to pre-arranged trips provided by either Taxicabs or For-Hire Vehicles. Proposer will have the authorization to operate in Port designated loading and staging areas. The Concession will include the right to operate, at a minimum, three hundred (300) dual-licensed Taxicabs/For-Hire Vehicles in the provision of On-Demand Services. The successful Proposer will be responsible for implementing a fair and Port-approved initial allocation of vehicles between Taxicabs and For-Hire Vehicles and must re-allocate the fleet between the two with Port approval, at least annually, in response to, and to match, market demand for each type of service.

Concessionaire shall be required to provide high-quality service to the travelling public. At a minimum, Proposer must service all areas as listed in Exhibit C of the Operating Instructions, and all rates shall be in accordance with the standard or approved taxi and for-hire fees.

The Port will specifically require the selected Proposer to ensure that no passenger shall be required to wait more than five (5) minutes for an on-demand, outbound trip under the Concession. This minimum service standard applies to all passengers generally as well as those passengers requiring a wheelchair accessible vehicle separately. Thus, each Proposer will be required to demonstrate that it will be able to accommodate all wheelchair ride requests within a maximum five-minute wait-time. While the Port of Seattle does not impose a requirement for a minimum number wheelchair accessible vehicles at any time, it agrees to issue up to an additional fifty (50) permits (beyond the minimum of three hundred) for wheelchair accessible vehicles to permit this standard to be met.

Proposers must also submit a “deadhead” reduction and trip efficiency plan with any proposal. “Deadheading” refers to passenger-less, inbound trips to the Airport, which trips occur either at the beginning of a shift or following an outbound trip. “Deadhead” trips increase the number of vehicles on the road, the CO₂ emissions from those vehicles, and the burden on Airport infrastructure and staff. As a result, the Port specifically seeks to minimize the number of “deadhead” trips. Proposers are expected to develop realistic, achievable plans that commit to specific reductions in “deadheading.” The selected Proposer will be held to its plan and committed reductions under the Concession Agreement. In the event that the selected Proposer fails to materially meet its committed reductions, the Port does not intend to exercise either of the two one-year options. In addition, the selected Proposer will be subject to liquidated damages for the failure to meet the committed reductions as well.

As part of the Concession, the successful Proposer will be responsible for janitorial service, maintenance, and general upkeep of the 160th St. vehicle staging facility, including the building. The successful Proposer will be required to lease that facility from the Port under a separate, Port-standard lease agreement. The selected Proposer will, however, be entitled to a credit against the amounts proposed in response to the RFP for any rental (but not utilities or other operating costs) paid for such lease.

The Proposer will be required, as part of their response to this RFP, to include information and details on their proposed implementation plan including transition and fleet management.

2. QUALIFICATIONS

Any Proposer responding to this RFP shall meet the following requirements:

1. The Proposer must be registered with all appropriate regulatory bodies.
2. The Proposer must be licensed to conduct and provide On-Demand Services directly or must contract with providers that are so licensed. If the Proposer does not directly provide all of the On-Demand Services, it will nonetheless be responsible for – and must centrally manage – all such On-Demand Services.
3. The Proposer must have an ability to provide at least 300 dual-licensed (City of Seattle and King County) vehicles dedicated to the agreement. The vehicles must consist of *both* Taxicabs and For-Hire Vehicles. In addition, Proposer must have an ability to provide an adequate number of wheelchair accessible vehicles to meet minimum service requirements. The wheelchair accessible vehicles may be Taxicabs or For-Hire Vehicles and will be in addition to the 300 dual-licensed vehicles.
4. The Proposer must be able to provide vehicles that fully meet the Port's green fleet requirements (defined below in Section III. Proposal Requirements, Item 8.b.vii) at the commencement of the Agreement.
5. The Proposer must be able to produce detailed electronic reports, on a frequency no less than monthly, that provide information about the trips provided under the Concession, including fields for driver-id, date, trip start time, trip end time, trip end location, trip fare, passenger count, license plate, wheelchair trip.
6. The Proposer must supply a mechanism, such as a smartphone application, that allows customers to provide feedback directly to the Port of Seattle.

While the Port intends to assess the Proposers relative to their ability to meet or exceed these standards, any Proposer that does not meet these requirements may be rejected by the Port without further consideration.

3. PORT COMMUNICATIONS

All contacts and communications regarding this RFP must be directed **via the Port's Procurement and Roster Management System (PRMS)**. Respondents must register on the PRMS site, which can be found at:

<https://hosting.portseattle.org/prms/>

All changes or modifications to this RFP will be communicated via addendum. In order to receive notification that Addenda have been issued on the PRMS site you must first register as a plan holder. It is the responsibility of the Proposer to monitor and track all addenda that may be issued.

4. QUESTIONS

Interested Proposers are encouraged to present written questions to the Port's PRMS website by 2:00 p.m., February 12, 2016 in order to allow adequate time for preparation of a response. Questions should be asked under the RFP's Questions tab on our website: <https://hosting.portseattle.org/prms/>. Any questions received after this deadline may not be addressed. You must first be registered as a plan holder for this procurement before the system will allow you to submit questions.

5. PRE-PROPOSAL CONFERENCE

The Port will hold a pre-proposal conference for all interested Proposers. The pre-proposal conference will be held on **Wednesday, February 10, 2016 at 10:00 AM**. The pre-proposal conference will be conducted at the Port of Seattle, Airport Office Building located at Seattle-Tacoma International Airport, Beijing Conference Room. Directions are set forth on Exhibit 1. All interested Proposers are encouraged – but not required – to attend. Port staff will conduct the conference, discuss the RFP process, and provide a general overview of the Port’s Ground Transportation programs, which may include a tour of the Ground Transportation facilities. While the Port may take questions at the pre-proposal conference, answers are not expected to be provided at that time; instead, written answers will be provided as set forth in Part II, Section 4. Likewise, if changes to this RFP are required as a result of this conference, written proposal addenda will be issued.

6. SUBMITTALS

6.1 Proposer must submit a proposal addressing each of the matters outlined in Section III, “Proposal Requirements”, a signed “Proposer’s Certification” set forth in Section IV, and include a guarantee as outlined in Section V, “Proposer Guarantee.” Proposer shall organize its proposal using index tabs corresponding with the sections as outlined in this RFP, including the following:

- 6.1.1 Proposer Certification (See Section IV)
- 6.1.2 Proposer Guarantee (See Section V)
- 6.1.3 Proposal Requirements (See Section III)
 - 6.1.3.1 Executive Summary
 - 6.1.3.2 Proposer’s ACDBE/SBE Information
 - 6.1.3.3 Proposer’s References
 - 6.1.3.4 Customer Service
 - 6.1.3.5 Revenue to the Port
 - 6.1.3.6 Deadhead Reduction & Trip Efficiency Proposal
 - 6.1.3.7 Financial Stability
 - 6.1.3.8 Experience and Qualifications
 - 6.1.3.9 Comments (if any) on the draft Concession Agreement

6.2 Proposals are due no later than **2:00 PM (Pacific Time) on March 1, 2016**. Proposer shall submit one (1) original, hardcopy proposal and may include one (1) electronic copy (PDF) of the proposal copied on a USB drive, prepared with complete answers, signed by an authorized official, enclosed in a sealed envelope properly addressed, and must be either (a) delivered by hand, (b) mailed by certified or registered mail (and acknowledged by a receipt), or (c) by overnight courier. The hard copy must be received by the Port no later than 2:00 PM, Pacific Time, March 1, 2016, at the following address:

Drop-off (delivery)

Port of Seattle

Seattle-Tacoma International Airport

Ground Transportation Booth

Ground Transportation Plaza- 3rd floor plaza area of Airport parking facility

Mail

Port of Seattle

Seattle-Tacoma International Airport

ATTN: Deborah Harrison - Aviation Business Development

17801 International Boulevard

Room A6012M

Seattle, WA 98158

- 6.3 Page Limit – All responses are limited to a maximum of twenty (20) pages double sided. A page is defined as a single 8.5-inch x 11-inch piece of paper. Dividers not containing any substantive information are not included in this limit nor are any addenda sections. Addenda sections may not, however, exceed ten (10) pages. Only items identified in Section III. Proposal Requirements may be included in the addenda.
- 6.4 Waste Reduction – The Port is strongly committed to waste reduction, recycling, and the use of recycled materials. Responses should be printed on both sides of a sheet of paper having post-consumer recycled content. Responses should not contain any plastic or metal, except for easily removable staples, binder clamps or similar fasteners.
- 6.5 Oral, telegraphic, facsimile or telephone proposals will not be considered.

7. COMPETITIVE INTEGRITY

The Port seeks to maintain a neutral competitive environment for all potential Proposers to protect the integrity of the RFP process. All communication and questions about this RFP or the Concession to be awarded under it shall be directed to the Port, via its PRMS website, from the release date of this RFP until the Port completes its review process and publishes its recommendation for award. Any communication concerning the content of this solicitation by a potential or actual Proposer, or anyone on its behalf, with any Port official and not via the Port's PRMS website will result in the rejection of that Proposer's proposal unless, in the reasonable judgment of the Port's General Counsel, the communication could not reasonably be believed to have given the Proposer a competitive advantage or have impaired the neutral competitive environment of this solicitation. The pre-proposal conference is the only personal contact contemplated by this solicitation between the Port and potential Proposers.

8. REJECTION OF PROPOSALS

The Port reserves the right to accept or reject any or all proposals in their entirety or in part, and to waive informalities and minor irregularities. During the evaluation process, if the Port determines that a particular requirement may be modified or waived, then the requirement(s) will be modified or waived for all Proposers and all proposals will be re-evaluated in light of the change. In the event that, in the Port's sole determination, there is not an acceptable response, the Port reserves the right to enter into direct contract negotiations with any party it

chooses on such terms and conditions as shall then be acceptable to the Port, notwithstanding any provisions of this RFP.

9. WITHDRAWAL OF PROPOSALS

Submitted proposals may be withdrawn prior to the deadline for submission of proposals. After opening of the proposals by the Port and prior to the time the selected candidate is notified, Proposer may not withdraw its proposal except on the forfeiture of its Proposal Guarantee to the Port as liquidated damages.

10. PUBLIC DISCLOSURE

As a public agency, the Port is subject to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington (RCW). As such, the Port may be required to disclose information provided in Proposer's proposal. The Port will promptly notify Proposer of any requests for public disclosure of Proposer's documents. Proposer shall be responsible for and bear the costs of taking legal action in an attempt to prevent disclosure of such documents. In no event shall the Port be liable to Proposer for disclosure of Proposer's documents the Port deems disclosable under Chapter 42.56 RCW.

11. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) AND SMALL BUSINESS ENTERPRISE (SBE)

The Port does not require, but encourages, the participation of Airport Concession Disadvantaged Business Enterprises (ACDBE), as defined in Chapter 49, Part 23 of the Code of Federal Regulations, in the Concession. An ACDBE participant must be actively engaged in the Concession operation. Certification of an ACDBE is through the State of Washington's Office of Minority and Women's Business Enterprises (<http://omwbe.wa.gov/certification/>) and must be in place prior to the date of the RFP submittal.

The Port also encourages the participation of Small Business Enterprises (SBE), including minority, and woman owned businesses. A small business is defined by the Federal Small Business Administration size standards (<https://www.sba.gov/>).

12. PROPOSAL GUARANTEE

The proposal must be accompanied by a CASHIER'S CHECK, MONEY ORDER OR SURETY BID BOND payable to the Port of Seattle in an amount of Three Thousand and No/100 Dollars (\$3,000.00). This security shall serve as guarantee that the Proposer, if awarded the contract under this RFP, will execute the Agreement and provide to the Port the required security and evidence of insurance. This security will be returned to the unsuccessful Proposer at the time of contract award and to the successful Proposer(s) upon receipt of a signed Agreement. See Section V, "Proposer Guarantee."

13. EVALUATION PROCESS

13.1 The Port will initially evaluate each proposal to determine whether the Proposer meets the qualifications identified in Part II, Section 2. In the event that the Port, in its sole discretion, determines that a Proposer does not substantially meet any of these qualifications, its proposal may be rejected without further evaluation.

13.2 Following the initial evaluation, the remaining proposals will be further evaluated based on the evaluation criteria listed in this RFP.

- 13.3 The Port reserves the right to interview the Proposers, to ask for clarifications or additional information and/or to investigate or conduct on-site visits of their place(s) of business if the Port determines this to be in its best interest.
- 13.4 The Port, in its discretion, may refuse to evaluate a proposal for any number of reasons including, but not limited to:
- 13.4.1 Evidence of collusion: One or all responses will be rejected if there is reason for believing that collusion exists among Proposers, and no participant in such collusion will be considered in future proposals for concessions at the Airport. The Port acknowledges that it is, under this RFP, encouraging providers of Taxicab and For-Hire Vehicle services, as well as the associations under which those providers may be organized, to work together collaboratively to provide the On-Demand Services. As a result, the Port acknowledges that discussions between providers of Taxicab and For-Hire Vehicle services and the associations under which they are organized are likely. The Port is specifically not intending to limit those discussions or the structure of proposals under this RFP. Instead, the Port is concerned only with those discussions and arrangements that would violate Chapters 9.18 and/or 19.86 of the Revised Code of Washington. However, unless Proposer partners or joint ventures with another company, taxi association, or for-hire association (specifically including one that may be a Proposer), more than one response submitted by a Proposer under the same or different names will not be considered. A Proposer may, however, partner or joint venture with one or more other companies, taxi associations or for-hire associations (specifically including ones that may also submit a proposal, individually or collectively) in an attempt to increase the number of Taxicabs and/or For-Hire Vehicles supplied and/or to improve its level of service, and the Port will *not* consider separate proposals submitted by such partnership or joint venture as multiple bids. Reasonable grounds for believing that the Proposer is submitting more than one response will cause the rejection of the Proposer's response in which the Proposer is involved.
 - 13.4.2 Unsatisfactory performance of record, judged from the standpoint of conduct, workmanship, or progress, as shown by past or current contracts with the Port or any other entity.
 - 13.4.3 Contracts not yet completed by Proposer, whether for the Port or others, which completion might hinder or prevent compliance with the contract to be awarded under this RFP.

14. EVALUATION CRITERIA

The Proposal Requirements received will be evaluated according to the following criteria, with details and specific requirements outlined in Section III:

- 14.1 Customer Service **35 Points**
 The Proposer will be rated on its commitment to manage the Concession in a manner that puts the customer experience first. Customer service should include all facets of the customer's experience including, but not limited to: courtesy and conduct of drivers, training programs, use of advanced technology. The Proposer must show that it is able to manage such an operation with superior customer service standards.

- 14.2 Revenue to the Port **30 Points**
Revenue to the Port will be evaluated on structure, including guaranteed and variable payments, as well as total amount to the Port.
- 14.3 Experience, Qualifications and References **15 Points**
The Proposer must show that it has the experience in managing and/or operating Taxicab/For-Hire Vehicle services at airports or other high traffic public areas and meets the qualifications in providing such service.
- 14.4 Deadhead Reduction & Trip Efficiency Plan **10 Points**
Proposer must clearly articulate its plan to reduce deadhead trips and commit to an achievable monthly goal and describe how it will calculate and measure deadhead reduction so the Port can accurately audit and track activity. The Port will also assess any other measures Proposer will take to increase trip efficiency.
- 14.5 Financial Stability **10 Points**
The Proposer must demonstrate that it has the financial capacity to meet the requirements of the Agreement.

15. AWARD

The Port will award the concession to the Proposer submitting the proposal with the highest score. In the event that a single company or taxi or for-hire association partners or joint ventures with any other company or association to submit multiple proposals as allowed by this RFP, the Port will award the concession only to the highest scored proposal in which the company or association is included as a Proposer. As an example, assume association A submits a proposal individually and as a joint venturer with association B. In the event that association A's proposal is scored higher than the joint venture of associations A and B, the Port will not consider an award to the joint venture.

16. PROTEST PROCEDURES

Exhibit 4 contains the protest procedures associated with this RFP. Compliance with the protest procedures is a condition precedent to any judicial or administrative proceedings challenging the solicitation and/or award.

17. COST OF PREPARATION OF DOCUMENTS

All costs associated with the preparation of the statement of qualifications and presentation materials shall be the responsibility of Proposer, including but not limited to costs of delivery, express, parcel post, packing, cartage, insurance, license fees, permits, and bonds.

18. CONCESSION AGREEMENT AND OPERATING INSTRUCTIONS

The successful Proposer shall enter into a Concession Agreement with the Port. A draft of this document is attached as Exhibit 2. The Operating Instructions will be attached as an exhibit to the Concession Agreement. A draft of the Operating Instructions is attached as Exhibit 3. The Port specifically reserves the right to negotiate the final agreement terms with the selected Proposer. The Port will be guided by the attached draft and the comments, if any, provided by the selected Proposer in negotiating the final terms of this Agreement. The attached draft shall

not, however, operate as a limit to the Port's ability and authority to negotiate the final terms of this Agreement as the Port determines to be in the best interest of the Port and its stakeholders.

19. EXHIBITS

The exhibits/attachments are provided for informational purposes only. The Port does not warrant the accuracy of the information contained therein. Proposers are advised to use their own analysis for their submittal.

Exhibit 1: Directions to Pre-Proposal Conference Room

Exhibit 2: Draft Concession Agreement

Exhibit 3: Draft Operating Instructions

Exhibit 3A: Map of Operating Areas

Exhibit 3B: Map of Holding Area

Exhibit 3C: Service Areas

Exhibit 3D: Permit Receipt

Exhibit 3E: Authorized Driver(s) List

Exhibit 3F: Vehicle Condition Checklist

Exhibit 3G: Vehicle Repairs Timetable

Exhibit 4: Protest Procedures

20. SCHEDULE

Issuance of this RFP	January 29, 2016
Pre-proposal Conference	February 10, 2016
Deadline for submittal of written questions	February 12, 2016
Deadline for submittal of proposals	March 1, 2016
Potential interviews	March 14-25, 2016
Anticipated award date of Agreement	April 4, 2016
Anticipated commencement of Agreement	July 1, 2016

The Port reserves the right to change any of the above dates, as it deems necessary in the Port's best interest.

III. PROPOSAL REQUIREMENTS

Proposers are to provide complete answers to the outline below. Evaluation will be based on the qualification statements received.

1. Executive Summary

Submit a summary of no more than one (1) page highlighting information regarding the Proposer and its responses contained within the proposal.

2. Proposer's ACDBE and SBE Information

ACDBE

- A. Explain any ACDBE involvement in the concession operation.
- B. Provide the name, address, and telephone number of ACDBE.
- C. Describe the nature of the ACDBE's primary business.
- D. Explain ownership of ACDBE.

SBE

- E. Explain any SBE involvement in the concession operation.
- F. Provide the name, address, and telephone number of SBE.
- G. Describe the nature of the SBE's primary business.

N.B. This information is being provided for informational purposes only. The Port does not intend to score or otherwise provide specific credit for ACDBE and/or SBE participation.

3. Proposer's References

Provide two (2) references from customers, suppliers, or business partners that validate the Proposer's business as an on-going concern as stated in proposal.

4. Customer Service

- A. Describe your personnel policies and procedures including hiring, training incentives, performance measures, and equal opportunity employment programs. Include company requirements on attire, hygiene and other employee procedures.
- B. Provide details of Proposer's service areas. Proposer must, at a minimum, serve those areas listed in Exhibit C of the Operating Instructions.
- C. Provide examples of how you will guarantee level of service and performance standards with vehicle adjustments for seasonal change in demand.
- D. Describe in detail your plan for ensuring maximum wait times of 5 minutes for customers at the airport.
- E. Describe how the Proposer intends to satisfy the requirement that all wheelchair accessible vehicle ride requests are fulfilled within the maximum five-minute wait time.
- F. Describe in detail your customer service standards.
- G. Describe how you will follow the minimum requirement (as stated in 2. Qualifications, item #6) to implement a mechanism to allow for customer feedback and if this information is not input directly to a Port system (e.g.- via a link to the Port's customer feedback page), describe how the information will be given to the Port in a timely manner.

- H. Describe how will you manage the fleet (Taxicabs vs. For-Hire Vehicles) based on customer demand? Describe how you will ensure that a minimum of 300 vehicles will be available as a minimum requirement of the Agreement (as stated in 2. Qualifications, item #3). What is your proposed initial fleet composition (Taxicabs vs. For-Hire Vehicles) and how do you propose adjusting the fleet mix based on customer demand? Please describe your strategy for 1) making sure that the fleet mix represents customer demand 2) creating metrics that accurately measure customer demand including how you obtain and calculate such metrics, and 3) how you will use the metrics and calculations to propose fleet adjustments.
- I. Provide examples of how you utilize customer service comments and complaints and what your progressive structure is regarding disciplinary action.
- J. Document your drivers' training program, outlining your expectations for operator conduct.

5. Revenue to the Port

- A. Describe, in detail, how much you propose to pay the Port of Seattle.
 - i. Identify whether Proposer will pay the Port a minimum, annual amount each year of the Concession Agreement. A Proposer is not required to include a minimum annual guaranteed amount, but the Port may provide credit in its evaluation for those Proposers that do. Unless otherwise provided, the Port will assume the minimum annual amount is payable in equal monthly installments. Describe whether the guaranteed amount will escalate annually over the five-year potential term (three-year initial term plus two, one-year extension options).
 - ii. The Port will require each proposer to pay the Port a minimum per-trip fee of \$5.00 from each outbound trip, i.e., trip originating from Sea-Tac Airport. In the event that Proposer offers a minimum annual guaranteed amount, that amount will operate as a credit against the per-trip fee and, as a result, the per-trip fee will be payable only to the extent it exceeds the (monthly) payment of any minimum annual guaranteed payment offered by the Proposer. Each Proposer may, but is not required, pay the Port a per-trip fee higher than \$5.00 per-trip. If Proposer proposes to pay the Port a per-trip fee higher than \$5.00 per-trip, clearly specify the proposed per-trip fee for the full five-year potential term (three-year initial term plus two, one-year extension options).
- B. Proposer must provide details of forecasted, or predicted, ridership over the five-year contract period (three-year initial term plus two, one-year extension options) proposed to begin on or about July 1, 2016, including number of trips, total revenue to Proposer, and total revenue to Port incorporating the proposed minimum annual guarantee and per-trip fee payable to the Port described in i. and ii. above, and in conjunction with items 7.F and G. below (may be included in addenda).

6. Deadhead Reduction & Trip Efficiency Proposal

- A. Proposers must describe in detail what approach they will use to effectively reduce deadhead (vehicles that do not contain a passenger) trips to and from the airport. Please provide a detailed summary and attach a spreadsheet detailing what percentage of deadhead trips will be reduced quarterly by your efforts. Use attainable and realistic goals only (spreadsheet attachment may be included in addenda).

- B. Proposers must include information on how they will calculate the deadhead reduction plan addressed in A. above (including samples) and what metrics will be used for such calculations. Proposer must describe what mechanism will be made available to Port staff to be able to audit and track the metrics and goals.
- C. Proposers may describe additional trip efficiency initiatives they will implement. These could include other programs, smartphone apps or services that increase trip efficiency such as ridesharing or ride-matching services.

7. Financial Stability

- A. Provide financial statements, including balance sheets, statements of income, and cash flow statements for the last three (3) calendar years or fiscal years. Audited financial statements are strongly preferred. In the event audited financial statements are not available, all financial statements shall be certified by the Proposer's Controller/Director of Finance/Chief Financial Officer, or other senior manager, such as Owner, President, or Chief Executive Officer (may be included in addenda).
- B. If Proposer operates as a subsidiary of another company or is in a joint venture with another company, provide all financial statements listed in 7.a. for each company.
- C. Provide current Dun & Bradstreet Summary, if available. If a Dun & Bradstreet Summary is unavailable, state why (may be included in addenda).
- D. Provide the name, address, telephone/fax numbers of the Proposer's bank(s), including a letter of reference from the bank(s) (letter may be included in addenda).
- E. Provide proof of ability to obtain and retain various insurance policies and bonds required under the Agreement, as described in Section 8.2 of Exhibit 2, Concession Agreement.
- F. Provide financial forecasts, or pro-formas, covering the five-year term of the concession agreement (see item 5.B above).
- G. List any amounts that will be invested in the operation of the business over the five-year concession and detail how the amounts will be financed (equity, line of credit, bank loan, etc.)

8. Experience and Qualifications

- A. Experience and Company Profile: Provide details of the Proposer including the following:
 - i. If a corporation, furnish the date and state of incorporation, and the names of all persons or entities owning at least 25% of the company's voting stock. If Proposer is a subsidiary, state the name of parent company; however, all information provided herein must be as to Proposer and not as to parent company.
 - ii. If a partnership, list all partners.
 - iii. If a joint venture, provide the information requested within this section for each party.
 - iv. If a sole proprietorship, list all business names under which such individual has done business during the last five (5) years.
 - v. Provide organizational structure of the Proposer, both corporate and local. Attach organizational charts and resumes (may be included in addenda).
 - vi. Provide detailed information, including names, titles, and previous experience related to this operation for all individuals who will be involved in the operation at Sea-Tac Airport. Include any and all individuals who will be in

contact with Port of Seattle staff, either operationally or in contract management.

- vii. Describe the experience of the Proposer in managing and operating Taxicab, For-Hire Vehicle and/or other vehicle-related concession agreements in airports or other high traffic public areas.
- viii. Submit a tabulated list where Proposer has operated Taxicab, For-Hire Vehicle and/or vehicle related concessions, which list should include location(s), beginning and ending dates of agreements, and gross receipts generated by each contract.
- ix. State whether Proposer had any leases, concession agreements or other operating agreements that terminated prior to expiration of the term within the past ten (10) years. If stated, explain the reason for the termination(s).
- x. Describe what computerized or other dispatching experience you have.

B. Qualifications

- i. Describe how the Proposer intends to transition the operation at the commencement of the Concession. Please include details on the proposed transition plan.
- ii. Describe how the operation will be managed by the Proposer and include whether the Proposer will actually provide one, or both, types of service itself, or, will contract out one, or both, types of service to other providers.
- iii. Describe how the Proposer meets the minimum qualification listed above in which it must be registered with all appropriate regulatory bodies.
- iv. Describe how the Proposer meets the minimum qualification listed above in which it must be licensed to conduct and provide On-Demand Services directly or must contract with providers that are so licensed. If the Proposer does not directly provide all of the On-Demand Services, it will nonetheless be responsible for – and must centrally manage – all such On-Demand Services.
- v. Describe how the Proposer will fulfill the responsibility of janitorial, maintenance, and upkeep of the 160th St. staging facility and building. Please include details including frequency and services provided.
- vi. Describe how you will meet the minimum qualification in Part II, Section 2, Item 5 for detailed electronic reporting.
 - 1. What is the frequency a report could be delivered (months, weeks, days, seconds)? Consideration will be given to vendors who can demonstrate a real-time or near-real-time function for reporting.
 - 2. What is the committed uptime of the system that produces the data and how is it supported? Who is called when the report fails and what is the committed response time?
 - 3. What is the technology used for reporting? Consideration will be given to vendors who support a standards based reporting mechanism such as REST, JSON, XML, etc.
- vii. Describe how you will ensure that your fleet of vehicles will minimize air emissions and institute operational practices that help protect impacts to the natural environment (as stated in 2. Qualification, item #4 above). Proposer must demonstrate that one hundred percent (100%) of its vehicle fleet will utilize dedicated alternative fuels or have an EPA combined city/highway fuel economy rating of 50 mpg or greater at the commencement of the Concession. The Department of Energy considers the following vehicle fuels as alternatives to petroleum: [Biodiesel](#), [Electricity](#), [Ethanol](#), [Hydrogen](#), [Methanol](#),

[Natural Gas](#), and [Propane](#). For more information about alternative vehicle fuels, consult <http://www.afdc.energy.gov/afdc/fuels/index.html>. Please describe any additional green vehicle standards, above the minimum requirement, will be implemented as part of this Agreement.

9. Comments (if any) on Draft Concession Agreement.

Proposer is invited to comment on the suitability of the attached draft Concession Agreement, Exhibit 2. As noted above in Part II, Section 18, the Port specifically reserves the right to negotiate the final agreement terms with the selected Proposer. However, the Port will generally not consider any revisions requested by the selected Proposer unless specifically identified in its proposal. In the event that a Proposer requests revisions to the draft Concession Agreement that would materially revise the identified terms or materially affect the performance and/or payments the Port expects under the Concession, the Port specifically reserves the right to take account of any such proposed revisions as it undertakes its evaluation of the proposal.

IV. PROPOSER'S CERTIFICATION

By submitting a Proposal, Proposer understands, agrees and warrants that:

Proposer has carefully read and fully understands the information provided in this RFP, including, but not limited to, Part II, Section 7 (Competitive Integrity).

Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

All information in the Proposal is true and correct.

The Port has the right to negotiate fees and other items it deems appropriate for the benefit of the Port and the traveling public.

The Port has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the Port permission to make said inquiries and to provide any and all requested documentation in a timely manner.

Dated this ___ day of _____, 2016.

(Proposer)

By: _____

Title: _____

(TO BE ACCEPTED, ALL PROPOSERS MUST SIGN THIS CERTIFICATION)

V. PROPOSER GUARANTEE

The Proposal must be accompanied by a CASHIER'S CHECK, MONEY ORDER OR SURETY BID BOND payable to the Port of Seattle in an amount of Three Thousand and No/100 Dollars (\$3,000.00). This security shall serve as guarantee that the Proposer, if awarded the contract under this RFP, will execute the Agreement and provide to the Port the required security and evidence of insurance. This security will be returned to the unsuccessful Proposer at the time of contract award and to the successful Proposer(s) upon receipt of a signed Agreement.

EXHIBIT 1

(Directions to Pre-Proposal Conference Room)

- Park in General Parking of the Parking Terminal. (We will only validate in General Parking)
- Park in row S through W
- Take the stairs or elevator to floor #4
- Take Skybridge #1 to the main passenger terminal
- Take the escalator or elevator up to the ticketing level
- The Pre-Proposal Conference will be held in the Beijing conference room on the Mezzanine level of the Airport Operations Building located at the south end of the airport terminal
- The stairs and elevator to the Mezzanine level are directly behind the Lufthansa ticket counter
- Please check in with the receptionist on the Mezzanine level to get your visitors badge

EXHIBIT 2

Draft Concession Agreement

CONCESSION AGREEMENT FOR ON-DEMAND, OUTBOUND TRANSPORTATION SERVICES

Between

PORT OF SEATTLE

And

[CONCESSIONAIRE]

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THIS CONCESSION AGREEMENT is made as of this ____ day of May 2016 by and between the PORT OF SEATTLE, a Washington municipal corporation (the “Port”), and _____, a _____ corporation (“Concessionaire”).

WHEREAS, the Port owns and operates the Seattle-Tacoma International Airport, located in the County of King, State of Washington; and

WHEREAS, on-demand, outbound transportation services are an important element of an efficient ground transportation system at the Airport; and

WHEREAS, pursuant to Chapter 14.08 RCW and other applicable statutes, the Port Commission is authorized to regulate and control the use of Port facilities at the Airport and to contract by concession agreement for the use of those facilities; and

WHEREAS, Concessionaire was selected through a competitive request-for-proposals process to provide on-demand, outbound taxicab and for-hire vehicle transportation services at the Airport; and

WHEREAS, the Port has determined that is in the best interest of the public that uses the Airport to enter into this Agreement;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

SECTION 1: DEFINITIONS

For purposes of this Agreement, the following terms have the following meanings:

1.1 Agreement. “Agreement” shall mean and refer to this Concession Agreement, as the same may be amended from time-to-time.

1.2 Agreement Year. “Agreement Year” shall mean each successive year during the term of this Agreement. For example, the first Agreement Year will begin on the commencement date and end on the day before the first anniversary of the commencement date.

1.3 Airport. “Airport” shall mean the Seattle-Tacoma International Airport.

1.4 ACDBE. “Airport Concessions Disadvantaged Business Enterprise” and “ACDBE” shall mean, a business, whether it is a corporation, sole proprietorship, partnership or joint venture certified as an ACDBE by the State of Washington, of which at least fifty-one percent (51%) of the interest is owned and controlled by one or more socially and economically disadvantaged individuals as defined in the Airport and Airways Safety and Capacity Expansion Act of 1987 and the regulations promulgated pursuant hereto at 49 CFR Part 23.

1.5 Concession. “Concession” shall mean and refer to the operation of on-demand, outbound transportation by Taxicab and For-Hire Vehicle from the Airport. The Concession specifically does not include on-demand limousine service or any other on-demand/walk-up service that may be authorized under any other provision of Washington law. The Concession

also does not include or extend to pre-arranged transportation services provided by Transportation Network Companies, which are also regulated under Chapter 46.72 of the Revised Code of Washington and Chapter 6.64 of the King County Code.

1.6 Concessionaire. “Concessionaire” shall mean and refer to the Concessionaire identified in the first paragraph of this Agreement.

1.7 Day. “Day” or “Days” shall, unless otherwise specified, mean and refer to calendar day(s), not business day(s).

1.8 Default Rate. “Default Rate” shall mean the rate of eighteen percent (18%) per annum or the maximum rate provided by law for a transaction of this nature, whichever is less.

1.9 Driver. “Driver” shall mean driver actually providing transportation services to a customer under the terms of, and authorization granted by, this Agreement. The term Driver specifically includes employees, independent contractors, and any other person, without regard to the particular contractual relationship between Concessionaire and Driver, who actually provides the outbound, on-demand transportation services. The term Driver is likewise intended to extend to anyone present on or about the Airport providing assistance to or otherwise accompanying any Driver.

1.10 Enplaned Passenger. “Enplaned Passenger” shall mean all those passengers boarding flights at the Airport from scheduled or chartered flights, whether domestic or international, including non-revenue passengers (but excluding airline crew for the flight), and including those passengers connecting from arriving flights of same or another airline. Enplaned Passengers shall generally be measured for the entire Airport and Concourse A, Concourse B, Concourse C, Concourse D, the North Satellite and the South Satellite separately.

1.11 For-Hire Vehicle. “For-Hire Vehicle” shall have the meaning set forth in King County Code Section 6.64.010.I on the date of this Agreement.

1.12 Legal Requirements. “Legal Requirements” shall mean and refer to all laws, statutes and ordinances including building codes and zoning regulations and ordinances and the orders, rules, regulations and requirements of all federal, state, county, city or other local jurisdiction departments, agencies, bureaus, offices and other subdivisions thereof, or any official thereof, or of any other governmental, public or quasi-public authority, including the Port, which may be applicable to or have jurisdiction over the Airport.

1.13 Minimum Annual Guarantee. “Minimum Annual Guarantee” shall have the meaning set forth in Section 4.1 of this Agreement.

1.14 Operating Instructions. “Operating Instructions” shall have the meaning set forth in Section 6.5 of this Agreement.

1.15 Per-Trip Fee. “Per-Trip Fee” shall have the meaning set forth in Section 4.2 of this Agreement.

1.16 Port. “Port” shall mean the Port of Seattle, a Washington municipal corporation.

1.17 Proposal. “Proposal” shall mean and refer to Concessionaire’s proposal submitted in response to the request for proposals process under which Concessionaire was selected to operate the Concession.

1.18 Revenue Trips. “Revenue Trips” the total number of revenue-generating, outbound, on-demand trips generated from the Concession for a particular period of time. The number of Revenue Trips shall be based on Automated Vehicle Identification (AVI) data provided by the Port and Concessionaire’s documented, auditable records, including those related to non-revenue trips. In the event that Concessionaire cannot reasonably document the number of non-revenue trips such that the number is reasonably subject to audit, Concessionaire shall pay based on the total number of trips as measured by the Port’s AVI system. That number shall, however, specifically be subject to reasonable increase by the Port in the event that it is determined that any of Concessionaire’s permitted Vehicles did not possess an AVI tag for any relevant period or that the AVI system failed to accurately function for a period of time. In general, any adjustment shall be based on data pertaining to the same Vehicle(s) for a comparable period of time or to comparable Vehicle(s) for a comparable period of time, appropriately accounting for period-over-period changes in Revenue Trips.

1.19 Security. “Security” shall have the meaning set forth in Section 5.1 of this Agreement.

1.20 Special Needs. “Special Needs” shall refer to passengers with a disability recognized under the Americans with Disabilities Act, passengers that are elderly and have health problems, passengers that are mobility impaired, or single passengers traveling with infant children and excessive possessions, including baby seat and luggage.

1.21 Solicit. “Solicit” or “Solicitation” refers to the engaging in any in-person activities at the Airport designed or intended to persuade members of the public to use Concessionaire’s services.

1.22 Taxicab. “Taxicab” shall have the meaning set forth in King County Code Section 6.64.010.V on the date of this Agreement

1.23 Vehicle. “Vehicle” shall mean any Taxicab or For-Hire Vehicle actually used in providing outbound, on-demand transportation services to a customer under the terms of, and authorization granted by, this Agreement. Vehicle includes any vehicle owned, leased, or otherwise operated by Operator or any of its Drivers.

SECTION 2: GRANT OF CONCESSION

2.1 Exclusive Concession. The Port grants to Concessionaire the exclusive right to provide transportation services under and otherwise operate the Concession. Except as otherwise provided, the Port shall award no other concession agreements to on-demand, outbound transportation by Taxicab and/or For-Hire Vehicle services; provided, however, in the event Concessionaire does not meet the minimum services levels required under this Agreement or provide adequate service during inclement weather or other adverse conditions, the Port may call in other Taxicab/For-Hire Vehicle services to meet such minimum service levels. Nothing contained in this Agreement, however, prevents the Port from permitting other Taxicab and/or

For-Hire Vehicle services from either providing any inbound services or providing pre-arranged services to outbound passengers. Concessionaire accepts the grant of the Concession and agrees to perform the services and obligations described in this Agreement, including the Operating Instructions.

2.2 Staging and Loading Areas. The Port also grants to Concessionaire the right to use those areas and loading zones designated in the Operating Instructions for its operations under this Agreement. The Port agrees to provide Concessionaire separate pick-up areas for Taxicabs and For-Hire Vehicles. The initial locations for said loading area, feeder lines and remote holding/staging lots shall be as shown on Exhibits A and B to those Operating Instructions, respectively, and the Port shall have the right from time to time to alter the number, reconfigure, or relocate any or all of the holding/loading zones or feeder lines including the remote holding lot on ten (10) days' prior written notice to Concessionaire. In the event that Concessionaire does not meet the minimum service levels required and the Port calls in other Taxicab/For-Hire Vehicle services as provided by Section 2.1, any such Taxicab and/or For-Hire Vehicle service(s) may, during such time, use the areas reserved exclusively for Concessionaire by this Agreement.

2.3 Lease for Holding Area. The Port shall, by separate agreement at no additional expense to Concessionaire, provide Concessionaire use of designated areas at the Airport for the direct administration and support of the Concession, which areas include the exclusive office and breakroom space located at the 160th Street holding lot.

2.4 Reserved Rights. Nothing in this Agreement prevents the Port from granting permission to other operators of vehicles rendering a different type of service the use of the Airport's facilities. Likewise, nothing in this Agreement shall restrict in any way the Port's rights to deny or control uses of the Airport drives and adjacent areas at the Airport passenger terminal buildings.

2.5 Legal Limitations on Grant of Concession. In the event that federal or state courts or regulatory agencies having judicial or administrative jurisdiction declare or deem the rights and privileges granted by this Agreement to Concessionaire to be invalid, unenforceable, or void, the Port may comply with any resulting judicial orders or administrative directive without being deemed in violation of this Agreement. Furthermore, the Port may, in its discretion, award some or all of Concessionaire's Concession rights and privileges to additional Taxicab/For-Hire Vehicle operators if the same appears necessary or advisable in order to comply with such judicial orders or administrative directives. In the event of such award by the Port, Concessionaire may at its option, upon not less than sixty (60) day's prior written notice to the Port, terminate this Agreement with the Port and discontinue Concession operations at the Airport. Except for this option to terminate, the award of concession rights and privileges to additional operators shall not entitle Concessionaire to any reduction of any fees due and payable hereunder or to any other modifications of this Agreement.

2.6 Port's Right Make Alterations. Any portion of this Agreement to the contrary notwithstanding, the Port shall have the absolute right to make any repairs, alterations and additions to the Airport terminal buildings or any other the Airport facilities (specifically including the areas identified for Concessionaire's use), free from any and all liability to

Concessionaire or for loss of business or damage of any nature whatsoever sustained by Concessionaire during the making of such repairs, alterations and additions. BOTH THE PORT AND CONCESSIONAIRES ACKNOWLEDGE THAT DURING THE TERM OF THIS AGREEMENT THERE WILL BE SIGNIFICANT CONSTRUCTION ACTIVITY AT THE AIRPORT, WHICH MAY REQUIRE ALTERATION OR RELOCATION OF FACILITIES AFFECTING CONCESSIONAIRE. The Port will directly bill the Concessionaire for any repairs that are due to the negligence of the Concessionaire.

2.7 Emergencies. Concessionaire may at times of emergency be required to provide other transportation services. In such cases, the Port shall use all reasonable efforts to provide as much notice as possible to Concessionaire under the circumstances.

SECTION 3: TERM

3.1 Agreement Term. Unless earlier terminated pursuant to any provision of this Agreement, the term shall commence on July 1, 2016 and continue until June 30, 2019.

3.2 Port's Option to Extend. The Port shall, in its sole discretion, have the option to extend the term of this Agreement for up to two (2) additional one-year periods by providing Concessionaire written notice of its election not less than six (6) months prior to the then-current expiration of the Agreement.

SECTION 4: CONCESSION FEES

4.1 Minimum Annual Guarantee.

NOTE: A Minimum Annual Guarantee is not required under the terms of the RFP; this provision has been included as a placeholder in the event a Minimum Annual Guarantee is proposed by the successful Proposer and will serve as a model for how the Minimum Annual Guarantee will be payable unless otherwise identified in the proposal.

4.1.1 Amount. For the concession rights and privileges granted herein, Concessionaire shall pay the Port a minimum, guaranteed amount (the "Minimum Annual Guarantee") equal to \$_____ for each Agreement Year over the term.

4.1.2 Payment. The Minimum Annual Guarantee amount shall be divided into equal monthly payments. The Minimum Annual Guarantee shall be payable monthly, in advance, without notice from the Port and without abatement, setoff, or deduction, beginning on the first day of the month of each and every month during the term.

4.1.3 Relief for Exceptional Circumstances. In the event that the total number of Enplaned Passengers for any month decreases by more than twenty percent (20%) from the same month of the prior year, then: (a) the Minimum Annual Guarantee payment due for the next month shall automatically be adjusted downward by the percentage decrease in the number of Enplaned Passengers for the month experiencing the decrease, and (b) the Minimum Annual Guarantee for the Agreement year in which the reduced monthly payment amount falls shall also

be reduced by a like dollar amount. For example, if the number of Enplaned Passengers for the month of July 2017 declined by 25% over the number of Enplaned Passengers for the month of July 2016, then the Port will: (a) reduce the Minimum Annual Guarantee amount payable for the month of August 2017 by 25%, and (b) reduce the Minimum Annual Guarantee for the Agreement year in which August 2017 falls by a like dollar amount.

4.2 Per Trip Fees.

4.2.1 Amount. To the extent greater than the Minimum Annual Guarantee, Concessionaire shall also pay the Port a per-trip fee (the “Per-Trip Fee”) equal to \$_____ per Revenue Trip.

4.2.2 Reporting and Payment. On or before the 20th day of each month, Concessionaire shall submit to the Port a statement of the number of Revenue Trips generated from the Concession during the preceding month (the “Monthly Report”) and shall simultaneously pay to the Port the Per-Trip Fee due for that preceding month less the monthly payment of Minimum Annual Guarantee already paid by the Concessionaire for that month. In order to assist Concessionaire with the preparation of the Monthly Report, the Port will provide Concessionaire with the gross number of outbound, on-demand trips measured by the Port’s automated vehicle identification (AVI) system for each of Concessionaire’s Vehicles for the prior month not later than (5) business days following the end of each month during the term. Concessionaire shall file the Monthly Report using the technology and procedures designated by the Port and shall show such reasonable detail and breakdown as may be required by the Port. If the Port instructs Concessionaire to file the Monthly Report or any other report by computer, e-mail, or internet website, the Port shall not be obligated to furnish Concessionaire with the equipment or systems necessary to do so. The failure to timely provide the reports required by this Section shall be grounds for the imposition of liquidated damages as provided in Section 10.2.3 and the Operating Instructions.

4.2.3 Annual Reconciliation. The Per-Trip Fee shall be subject to annual reconciliation by the Port at the end of each Agreement Year following receipt of the Annual Report. Under/over payments of less than forty dollars (\$40.00) shall not be subject to adjustment. In the event that Concessionaire has underpaid the Per-Trip Fee by forty dollars or more, Concessionaire shall remit the entire amount of the underpayment together with the Annual Report. In the event Concessionaire has overpaid the Per-Trip Fee by forty dollars or more, the Port will issue Concessionaire a credit that shall be utilized against future payment obligations (or, following the expiration or earlier termination of this Agreement, issue Concessionaire a refund).

4.3 Credit for Space Rental. Concessionaire shall be entitled to a credit (the “Rent Credit”) against the Minimum Annual Guaranty and Per-Trip Fee due to the Port for the amount of base rent together with leasehold excise tax payable on such amount actually paid to the Port each year under that separate lease agreement between the Port and Concessionaire for certain exclusive space as provided in Section 2.3. Concessionaire may apply the Rent Credit against any amount of Minimum Annual Guaranty and/or Per-Trip Fee owed by Concessionaire to the Port. In the event that Concessionaire applies the Rent Credit against an amount of Minimum Annual Guaranty, the Rent Credit shall automatically operate as a credit against the Per-Trip Fee

otherwise covered by payment of the Minimum Annual Guaranty. (In other words, the Rent Credit shall be treated, under Section 4.2.2 of this Agreement, as a “payment of Minimum Annual Guarantee already paid by the Concessionaire” when determining the amount of Per-Trip Fee payable by Concessionaire.)

4.4 Payments; Automatic Transfer.

4.4.1 All amounts due under this Agreement shall be paid in lawful money of the United States of America. Concessionaire may not pay any amount due under this Agreement utilizing a credit card or other, similar instrument for which the Port must pay a commission or discount on the gross funds remitted; all payments shall be made by check, ACH credit transfer, or other form of payment approved by the Port. In the event the Concessionaire delivers a dishonored check or draft to the Port in payment of any obligation arising under this Agreement, Concessionaire shall pay a service charge in the amount established by the Port from time to time, along with interest thereon at the Default Rate from the original due date of such dishonored check or draft without further demand. In such event, the Port may require that future payments be made by cashier’s check or other means acceptable to the Port.

4.4.2 Instead of requiring Concessionaire to pay any charges in a manner pursuant to Section 4.4.1, the Port may, at its sole option, upon not less than sixty (60) days prior notice to Concessionaire, require Concessionaire to promptly execute and deliver to the Port any documents, instruments, authorizations, or certificates required by the Port to give effect to an automated debiting system, whereby any or all payments by Concessionaire of whatsoever nature required or contemplated by this Agreement shall be debited monthly or from time to time, as provided in this Agreement, from Concessionaire’s account in a bank or financial institution designated by Concessionaire and credited to the Port’s bank account as the Port shall designate from time to time.

4.4.3 Concessionaire shall promptly pay all service fees and other charges connected with its use of an automated debiting system, including, without limitation, any charges resulting from insufficient funds in Concessionaire’s bank account or any charges imposed on the Port.

4.4.4 In the event that Concessionaire elects to designate a different bank or financial institution from which any fees or other charges under the Agreement are automatically debited, notification of such change and the required documents, instruments, authorizations, and certificates specified in Section 4.4 must be received by the Port no later than thirty (30) days prior to the date such change is to become effective.

4.4.5 Concessionaire agrees that it shall remain responsible to the Port for all payments and other charges pursuant to the Agreement, even if Concessionaire’s bank account is incorrectly debited in any given month. Such fees and other charges shall be immediately payable to the Port upon written demand.

4.4.6 Concessionaire’s failure to properly designate a bank or financial institution or to promptly provide appropriate information in accordance with this Section 4.4.2 shall constitute a default of this Agreement.

4.5 Late Charges.

4.5.1 Concessionaire hereby acknowledges that late payment by Concessionaire to the Port of its financial obligations under this Agreement, or any portion thereof, will cause the Port to incur costs not otherwise contemplated by this Agreement. Accordingly, if any payment, or any portion thereof, due from Concessionaire shall not be received by the Port within ten (10) days after such amount shall be due, then, without any requirement for notice by the Port to Concessionaire, Concessionaire shall pay the Port a late charge equal to five percent (5%) of such overdue amount unless such late charge is specifically waived by the Port in writing. The parties agree that such late charge represents a fair and reasonable estimate of the costs the Port will incur by reason of late payment by Concessionaire. Acceptance of such late charge by the Port shall in no event constitute a waiver of Concessionaire's default with respect to such overdue amount, nor prevent the Port from exercising any of the other rights and remedies granted hereunder.

4.5.2 In addition to the late charges provided for in this Section, interest shall accrue on any unpaid obligation at the Default Rate from the date due until paid.

4.5.3 Notwithstanding anything to the contrary in this Section, interest and late charges shall be subject to a minimum, monthly charge of five dollars (\$5.00).

4.6 Accounting Procedures.

4.6.1 Records. Concessionaire covenants and agrees that it will establish and maintain an accounting and record keeping system (specifically including all books of account and records customarily used in the type of operation permitted by this Agreement) in full and complete accordance with generally accepted accounting principles and otherwise reasonably satisfactory to the Port for the determination of any fees or other computations, which may be necessary or essential in carrying out the terms of this Agreement. Concessionaire shall maintain its records relating to the operation permitted by this Agreement for a period of at least three (3) years after the end of each calendar year (or until the close of any ongoing audit thereof being conducted by, or on behalf of, the Port); provided, however, that the Port may request that any such records be retained for a longer period of time, in which case Concessionaire, at its option, may deliver such records into the custody of the Port.

4.7 Audit.

4.7.1 Right to Audit. The Port shall have the right to time to inspect and audit, through its accountants or representatives, Concessionaire's records with reference to the determination of any matters relevant to this Agreement, and Concessionaire shall make or cause to be made the records readily available for such examination. The Port may undertake such inspection and/or audit at any reasonable time and from time to time. In the event that Concessionaire's records are not maintained in the Puget Sound region, they shall be made available for audit locally within twenty (20) business days of a request by the Port, or Concessionaire shall pay in full, any travel and related expenses of Port representative(s) to travel to 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 (24) months, and, in

the event that Concessionaire's books and records are not maintained locally, Concessionaire shall further pay in full, any travel and related expenses of the Port representative(s) to travel to the location outside the Puget Sound region for such "surprise" audit(s).

4.7.2 Over/Under Payment. In the event that any such audit discloses that the Per-Trip fees were under-reported (e.g. as a result of over-reporting non-revenue trips), Concessionaire shall forthwith pay the Per-Trip Fee due along with interest at the Default Rate and, if the audit reveals a discrepancy of more than two percent (2%) of the Per-Trip Fees for any twelve (12) month period, Concessionaire shall also pay the cost of such audit along with interest at the Default Rate. If Concessionaire over-reports its Per-Trip Fees (e.g. as a result of under-reporting non-revenue trips), Concessionaire will be granted a credit toward future payment obligations after first deducting the cost of the audit. In the event the cost of the audit exceeds the refund due, Concessionaire shall not be responsible for the balance of the cost of the audit but shall not be entitled to any refund/credit associated with the over-report of Gross Sales.

4.7.3 Subcontractor's Records. If Concessionaire subcontracts, licenses, or in any manner utilizes the services of other entity (other than the Drivers) to meet its obligations under this Agreement, Concessionaire is responsible for ensuring that all of such party(ies) records conform to the requirements of this Agreement. The failure of any such party to maintain its records as required under this Agreement, or correctly report gross sales, will be deemed a failure on the part of Concessionaire to conform to the requirements of this Agreement.

SECTION 5: SECURITY

5.1 Security. Concessionaire shall, upon execution of this Agreement, obtain and deliver to the Port a good and sufficient corporate surety company bond, irrevocable stand-by letter of credit, or other security in a form approved by the Port in the amount of One Million Dollars and No Cents (\$1,000,000.00) (hereinafter referred to as "Security"), to secure Concessionaire's full performance of this Agreement, including the payment of all fees and other amounts now or hereafter payable to the Port hereunder. In the event that a late charge is payable under Section 4.5 (whether or not collected) for three (3) installments of Minimum Annual Guarantee or Per-Trip Fees in any twelve (12) month period, the amount of the Security shall, at the Port's election, be doubled. The amount, form, provisions and nature of the Security, and the identity of the surety or other obligor thereunder, shall at all times be subject to the Port's approval. The Security shall remain in place at all times throughout the full term of this Agreement and throughout any holdover period. If the Security is in a form that periodically requires renewal, Concessionaire must renew the Security not less than 45 days before the Security is scheduled to expire. No interest shall be paid on the Security and the Port shall not be required to keep the Security separate from its other accounts. No trust relationship is created with respect to the Security.

5.2 Return of Security. The Security is a part of the consideration for execution of this Agreement. If Concessionaire shall have fully performed all terms and conditions of this Agreement, any cash deposit security shall be paid to Concessionaire within sixty (60) days following the termination (or expiration) date without interest; otherwise the Port shall, in addition to any and all other rights and remedies available under this Agreement or at law or equity, retain title thereto.

5.3 Application of Security. The Port may apply all or part of the Security to unpaid Minimum Annual Guarantee, Per-Trip Fees or any other unpaid sum due hereunder, or to cure other defaults of Concessionaire. If the Port uses any part of the Security during the term of the Agreement, Concessionaire shall restore the Security to its then-currently required amount within fifteen (15) days after application of the Security by the Port. The retention or application of such Security by the Port pursuant to this Section does not constitute a limitation on or waiver of the Port's right to seek further remedy under law or equity.

SECTION 6: STANDARDS OF OPERATION

6.1 Warranty of Adequate Authority. Concessionaire covenants and warrants that it holds and will maintain any and all authority necessary from any other governmental body (federal, state and/or local) to fully and adequately provide the services covered by this Agreement. In the event this Agreement is terminated because: (a) Concessionaire is held to lack any such authority; (b) Concessionaire loses such authority; or (c) Concessionaire's services under this Agreement are interrupted or restricted, voluntarily or by action or threatened action of any governmental body or private entity other than the Port, then Concessionaire shall hold harmless and indemnify the Port from any and all expenses, losses and damages the Port may incur, including but not limited to, any and all expenses associated with preparing and negotiating a new on-demand, outbound concession agreement and any and all loss of concession revenues to the Port for the balance of the term of this Agreement. These obligations of Concessionaire shall survive any termination of this Agreement and shall be in addition to any and all other rights and remedies provided by law or this Agreement, including but not limited to, liquidated damages for Concessionaire's failure to provide a minimum level of service as described in Section 6.3 below.

6.2 Taxicab and For-Hire Vehicle Service. Concessionaire shall provide on-demand, outbound service under the Concession utilizing *both* Taxicabs and For-Hire Vehicles. The Port will initially issue permits for three hundred (300) Vehicles under the Concession. These vehicles shall all be legally licensed to operate and pick-up passengers in both the City of Seattle and areas subject to regulation by King County (i.e. "dual-licensed" vehicles). In addition, the Port will issue permits for an additional fifty (50) wheelchair accessible Vehicles, as addressed in Sections 6.2.3 and 6.9.4 below. The Port shall have the option to issue more permits if, in its sole discretion, additional on-demand Vehicles are necessary to provide an acceptable level of customer service at the Airport. Likewise, the Concessionaire may, at any time, petition the Port to issue permits for additional on-demand Vehicles in the event that the existing number of permitted on-demand Vehicles is not sufficient to adhere to the minimum service standards set forth in Section 6.3.

6.2.1 Initial Allocation of Permits. The Vehicle permits issued by the Port (for other than wheelchair accessible Vehicles) shall initially be allocated between Taxicabs and For-Hire Vehicles as set forth in Concessionaire's Proposal.

6.2.2 Subsequent Reallocation. Concessionaire shall thereafter be required to reallocate the permits (for other than wheelchair accessible Vehicles), no less than annually but otherwise on such schedule and with such frequency that Concessionaire elects, between Taxicabs and For-Hire Vehicles. Concessionaire shall reallocate the permits in order to match the

relative customer demand for Taxicabs and For-Hire Vehicles. For example, if customer demand over the first Agreement Year indicates that 60% of the customers prefer metered service and 40% of the customers prefer flat-rate service, then Concessionaire shall reallocate the permit so that 60% of the permits are issued to Taxicabs and 40% of the permits are issued to For-Hire Vehicles.

6.2.3 Wheelchair Accessible Vehicles. As of the date of this Agreement, all or nearly all of the wheelchair accessible vehicles available in the region are Taxicabs. As a result, Concessionaire shall be under no obligation to allocate the Vehicle permits issued to it for the wheelchair accessible Vehicles. Instead, Concessionaire may allocate (and reallocate) the permits identified for wheelchair accessible Vehicles as it reasonably elects. For purposes of determining relative demand under Section 6.2.2, trips taken by customers who *require* a wheelchair accessible Vehicle shall specifically be excluded from the calculation or relative demand. However, since customers that do *not* require a wheelchair accessible Vehicle may nonetheless be provided an outbound, on-demand trip under the Concession in a wheelchair accessible Vehicle, all such trips shall be included in the calculation.

6.2.4 Operations Not to Favor Either Mode. Except with respect to wheelchair accessible Vehicles, Concessionaire shall conduct its operations under the Concession in a manner that does not unduly favor either Taxicabs or For-Hire Vehicles over the other mode of outbound, on-demand service. Concessionaire shall, through signs and its personnel (including the Drivers) clearly explain the difference between the two modes of transportation without soliciting for either.

6.2.5 Concessionaire Exclusively Responsible. Concessionaire shall exclusively be responsible for determining the particular Vehicles and Drivers that provide service under the Concession. This specifically includes determining, in connection with any reallocation (whether required or otherwise), those Vehicles (and associated Drivers) that will lose a permit to operate at the Airport and those Vehicles (and associated Drivers) that will gain a permit to operate at the Airport. The permits to operate at the Airport that are issued pursuant to this Agreement are a contract right personal to Concessionaire under this Agreement, come with all of the obligations set forth in this Agreement (and the Operating Instructions), and no Driver or Vehicle shall have any property right whatsoever in any such permit.

6.3 Minimum Service Standard.

6.3.1 Requirement. Concessionaire shall, as a minimum service requirement, provide enough Vehicles and Drivers on a daily basis to ensure that a passenger shall not wait more than five (5) minutes maximum for an on-demand, outbound trip. While Concessionaire shall endeavor to meet such standard for *both* Taxicabs and For-Hire Vehicles separately, it is required to meet that standard for all outbound, on-demand Vehicles collectively. Such Vehicles and Drivers shall be available and ready for service to customers in accordance with the conditions described in this Agreement. The minimum service requirements may be changed, so as to provide additional service from time to time, by the Port on fifteen (15) day's prior written notice to Concessionaire based upon the Port's best judgment as to the public demand for on-demand, outbound transportation and what is adequate to meet such demand. Concessionaire

shall, in any event, at all times use its best efforts to render adequate service. The Port has the discretion to determine what constitutes adequate service.

6.3.2 Failure to Meet. The Port, as operator of the Airport, has a responsibility to provide adequate ground transportation services at the Airport. A failure to have adequate on-demand, outbound service reflects adversely on the reputation of the Airport and the long range desirability and use of the Airport. The costs and damages which may be incurred by the Port and by members of the public as a result of inadequate service by Concessionaire on a particular day are difficult to estimate and prove after service is determined to be inadequate. The parties therefore agree to substitute an amount of liquidated damages as a measure of the costs and damages, direct and indirect, suffered by the Port for failure to meet a call for service within five (5) minutes from the feeder lines and loading zones. Concessionaire shall pay to the Port the sum of Fifty Dollars (\$50.00) each time Concessionaire fails to meet such call within the required time limit; provided, however, that failure to meet such requirement may be excused if it is solely due to inclement weather that results in declaration of an airport emergency, acts of God, or extraordinary traffic conditions that were not foreseeable or could not be anticipated, and not due to the fault or negligence of Concessionaire; or where the service requirement is excused in writing by the Port as being unnecessary for a period of time.

6.4 Concessionaire's Proposal. Except to the extent inconsistent with the terms of this Agreement or the Operating Instructions, Concessionaire shall the Concession in a manner consistent with the terms of its Proposal. Concessionaire may, however, request to conduct operations in a manner different from that set forth in the Proposal, and the Port agrees that it will not unreasonably withhold its consent to any such revision so long as any revision is expected to, and in fact provides, service equivalent to or better than that identified in or provided by Concessionaire's Proposal.

6.5 Operating Instructions. Without limiting any other obligations imposed by this Agreement, Concessionaire shall specifically comply with the Operating Instructions attached to this Agreement as Exhibit A. The attached Operating Instructions may be amended by the Port on ten (10) days advance written notice to Concessionaire.

6.6 Rates and Fares.

6.6.1 Generally. In the event the rates for Concessionaire's services are subject to the control of any governmental authority, Concessionaire will charge rates consistent with the authority's regulations. If rates are not established and controlled by any governmental authority, the rates charged shall be reasonable and fair as determined by the Port.

6.6.2 Rates Must Be Posted. Concessionaire shall clearly post the rates charged by both Taxicabs and For-Hire Vehicles at Concessionaire's assigned dispatch location. Rates for Taxicabs shall also be clearly posted on/inside the Taxicab. Rates for For-Hire Vehicles shall also be clearly posted on/inside the For-Hire Vehicle. Flat rates for For-Hire Vehicles shall be reflected in a manner – ideally with maps – that allows customers to understand how the actual rate charged is determined.

6.6.3 Surcharge Allowance. The Port will allow Concessionaire and its Drivers to pass on a portion of the fees paid under this Agreement to their passengers. To the extent consistent with Section 6.6.1, the Port will allow a maximum of One Dollar (\$1.00) per outbound trip to be passed onto the passenger and this amount must be reflected on a generated receipt or an alternative procedure approved by the Port.

6.7 Technology Requirements.

6.7.1 Vehicle Activity Tracking. Concessionaire shall implement and continuously maintain over the term of this Agreement a real-time/near-real time vehicle activity tracking software system – consistent with that identified in its Proposal – that captures and provides the Port access to information on each trip provided under the Concession, including Vehicle, Driver, trip start date/time, trip end date/time, trip start location, trip end location, number of passengers, whether any of the passengers utilized a wheelchair and required a wheelchair accessible vehicle, and fare charged (inclusive of any extras but exclusive of any tip or gratuity). Concessionaire shall also be able to capture whether the Driver/Vehicle returned to the Airport with or without a passenger.

6.7.2 Customer Service Portal. Concessionaire shall implement and continuously maintain over the term of this Agreement an electronic customer service platform or app – consistent with the identified in its Proposal – that allows customers to provide feedback on the service provided by Concessionaire, its Drivers and Vehicles, all of which data shall be provided to the Port.

6.7.3 Port Tracking Software. The Port may elect to implement a ground transportation software tracking solution that may provide Port staff with oversight from a computer or mobile app and an enhanced ability to manage, enforce, bill, track and audit Concessionaire's operations. Concessionaire agrees that it will reasonably cooperate with the Port in the implementation of any system, specifically including the ability to have a one-way (Concessionaire to Port) API with the technology solution(s) required by this Section 6.7.

6.8 Drivers and Other Staff.

6.8.1 Independent Contractors. The Port recognizes that Concessionaire may contract with and utilize the skills and expertise of independent contractor Vehicle owners and Drivers in carrying out its rights and responsibilities of the Concession under this Agreement. To the extent that Concessionaire does so, Concessionaire shall by separate agreement with any independent contractors require them to comply with the terms of this Agreement and the Operating Instructions that may be applicable to them.

6.8.2 Dress Code. Concessionaire's drivers rendering services at the Airport shall conform to the dress standards specified in the attached Operating Instructions. Authorized drivers not adhering to the uniform dress code will not be allowed in feeder lines or holding areas and will be asked to leave the Airport's premises without taking a fare. Failure to comply will result in the driver forfeiting the right to conduct business at the Airport until authorized driver is in compliance with the dress code as approved by Concessionaire and the Port.

6.8.3 Supervisors. Concessionaire shall furnish, at its own expense, supervisors and such other management personnel as may be necessary for the efficient operation of the Concession activities pursuant to this Agreement. Concessionaire shall notify the Port's Ground Transportation Office of the persons who are authorized to act as supervisors.

6.8.4 Most Direct, Safest Route. In providing service under this Agreement, Concessionaire's Drivers shall operate their Vehicles and transport their passengers via the most immediate and safest route.

6.8.5 Inspection. Concessionaire's employees and Drivers shall be subject to inspection and inquiry by representatives of the Port, King County, City of Seattle or any other regulatory body at any time while on Port property. Concessionaire's employees and Drivers shall be reviewed for cleanliness, good appearance, and violations of any laws, ordinances, the terms of this Agreement (including the Operating Instructions), or Port Rules and Regulations.

6.9 Vehicles.

6.9.1 Annual Permit. Permits issued under this Agreement pursuant to Section 6.2 are generally good for only one year. Concessionaire, its Vehicle owners and/or Drivers must renew the permit annually as provided in the Operating Instructions.

6.9.2 AVI Tags. Concessionaire agrees that it will affix Automatic Vehicle Identification (AVI) tags to its vehicles in a manner and location approved by the Port and to pay the sum of \$100.00 per tag for any loss or damage that may occur to the tag(s). Additional requirements may be set forth in the Operating Instructions.

6.9.3 Green Fleet. Concessionaire shall ensure that one hundred percent (100%) of its Vehicles other than those that are wheelchair accessible either (i) utilize dedicated alternative fuels, as defined by the U.S. Energy Policy Act, or (ii) are designated by the United States Environmental Protection Agency as having a combined city/highway fuel economy rating of fifty (50) mpg or greater. Evidence of minimum mpg or alternative fuel status for each Vehicle (make, model, year, and VIN) must be submitted electronically to the Port annually, at least one month prior to permit renewal or, if renewal is not required, the anniversary of this Agreement. Concessionaire will provide vehicle registrations or other documentation as approved by the Port as verification of compliance.

6.9.4 Wheelchair Accessible Vehicles. As set forth in Section 6.2.1 and 6.2.3, the Port will issue Concessionaire fifty permits for wheelchair accessible Vehicles. Concessionaire shall ensure that sufficient wheelchair accessible Vehicles are available at all times to transport passengers requiring a wheelchair accessible Vehicle within the minimum service standard set forth in Section 6.3. In the event that a wheelchair accessible Vehicle is not available to transport a passenger requiring a wheelchair accessible Vehicle within time limit provided, Concessionaire shall specifically be subject to the liquidated damages set forth in Section 6.3.2 without regard to whether it is otherwise meeting the minimum service standard for passengers that do not require a wheelchair accessible Vehicle.

6.9.5 Inspection. Concessionaire shall make its Vehicles available for inspection and review by representatives of the Port, King County, City of Seattle or any other regulatory

body at any time while on Port property. Vehicles shall be inspected for cleanliness, proper equipment, good appearance, safe operating condition and violations of any laws, ordinances, the terms of this Agreement (including the Operating Instructions), or Port Rules and Regulations.

6.10 Deadheading.

6.10.1 Requirement. In the operation of the Concession, Concessionaire shall use all reasonable efforts to minimize “deadheading” (i.e. initial, passengerless trip to the Airport to begin outbound service or subsequent, passengerless return trips to the Airport to obtain additional, outbound fares) and shall otherwise operate in accordance with the trip efficiency plan submitted as part of its Proposal. Concessionaire shall achieve the reduction in deadheading set forth in the chart below, which is drawn from Concessionaire’s Proposal.

[Insert Chart Based on Response to RFP]

6.10.2 Failure to Meet. A failure to achieve the reductions identified in Concessionaire’s Proposal will increase demand on the Airport’s roadways, will result in increased CO₂ emissions, and will harm the integrity of the competitive process under which Concessionaire was selected. The parties acknowledge that the costs and damages which may be incurred by the Port and by members of the public as a result of the failure to achieve the deadheading reductions are difficult to estimate and prove. The parties therefore further agree to substitute an amount of liquidated damages as a measure of the costs and damages, direct and indirect, suffered by the Port for failure to meet the stated reductions. Concessionaire shall pay to the Port the sum of Three Thousand Four Hundred Dollars and No Cents (\$3,400.00) per quarter for each percentage point or portion thereof that Concessionaire is below its committed reduction. For example, if Concessionaire committed that ten percent (10%) of all inbound (whether initial or return) trips for the final quarter of first Agreement Year would not be “deadhead” trips but, in fact, only seven and one-half percent (7.5%) of the inbound trips for the final quarter of the Agreement Year were, Concession would pay liquidated damages for the fourth quarter of the first Agreement Year equal to Ten Thousand Two Hundred dollars (\$10,200.00) (i.e. $10\% - 7.5\% = 3\%$ when rounded up to the nearest whole percentage; $3\% \times \$3,400.00/\% = \$10,200.00$).

6.10.3 Extension Conditioned. In addition to the stated liquidated damages, the Port discloses, and Concessionaire specifically acknowledges, that the Port’s willingness to extend the term of the Agreement as set forth in Section 3.2 is tied to, and likely to be dependent on, Concessionaire’s ability to achieve the stated reductions. While the Port is not obligated to extend the term of the Agreement if Concessionaire meets the promised reductions in deadheading, the Port explicitly discloses its intention not to extend the term if Concessionaire fails to materially achieve its deadheading reduction commitments.

6.11 Permits. Concessionaire shall obtain, maintain and comply with all permits, franchises, licenses, certificates, insurance and authorizations necessary to operate ground transportation for passengers and patrons of the airlines provided for in this Agreement.

6.12 Legal Requirements. Concessionaire shall comply with all Federal, State, King County, City of Seattle and other local laws, ordinances and regulations, and all Port rules,

regulations, and tariffs including without limitation, regulations and written and oral directions issued by the Port's Manager, Ground Transportation (or his/her designee) and by representatives of the Federal Aviation Administration. The Concessionaire recognizes that the Port has entered into certain FAA grant agreements for the purpose of accepting federal aid to airports and may, in the future, enter into other such agreements with public agencies. The Concessionaire agrees to abide by such agreements to the extent that they may affect Concessionaire.

6.13 Signs. All signs or other advertising matter at the Airport proposed by Concessionaire in connection with Concessionaire's activities shall require the prior written approval of the Port.

SECTION 7: TAXES

7.1 Taxes. Concessionaire shall be liable for, and shall pay throughout the term of this agreement, all license fees and all taxes payable for, on account of, or related to its activities conducted at the Airport, City of Seattle or greater King County, whether imposed on Concessionaire or on the Port. Concessionaire shall reimburse the Port for all such taxes paid or payable by the Port. With respect to any such taxes payable by the Port which are on or measured by the fees in this Agreement, Concessionaire shall pay to the Port with each fee payment an amount equal to the tax on, or measured by that particular payment. All other tax amounts for which the Port is or will be entitled to reimbursement from Concessionaire shall be payable by Concessionaire to the Port at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Concessionaire shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

SECTION 8: INSURANCE AND INDEMNITY

8.1 Indemnity.

8.1.1 The Port, its officers, employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Concessionaire or by others, including but not limited to all persons directly or indirectly employed by Concessionaire, or any agents, contractors, subcontractors, licensees or invitees of Concessionaire, as a result of any occurrence whatsoever related in any way to Concessionaire's use or occupancy of the Premises and of areas adjacent thereto.

8.1.2 To the maximum extent permitted by law, Concessionaire shall defend (with counsel approved by the Port), fully indemnify, and hold entirely free and harmless the Port and its Commissioners, officers, agents and employees from any and all claims, loss, damages, expenses, attorneys' fees, consultants' fees, court costs and other costs arising, directly or indirectly, from: (a) the occupancy by the Concessionaire (including any employee, agent, contractor or Driver of Concessionaire) of the operating areas identified for Concessionaire's use; and (b) any fault or negligence by Concessionaire (including or any employee, agent, contractor or Driver of Concessionaire); and (c) any failure on Concessionaire's part to comply with any of the covenants, terms and conditions contained in this Agreement; *provided, however,*

nothing in this Agreement shall require Concessionaire to indemnify the Port from any accident, injury, death or damage arising out of the sole negligence of the Port or its Commissioners, officers, agents and employees. Concessionaire agrees that the foregoing indemnity specifically covers actions brought by its own employees, and thus Concessionaire expressly waives its immunity under industrial insurance, Title 51, as necessary to effectuate this indemnity. Such waiver shall not, however, prevent Concessionaire from asserting such immunity against any other person or entity.

8.1.3 Notwithstanding anything to the contrary in Section 8.1.2, in the event of the concurrent negligence of Concessionaire (including or any employee, agent, contractor or Driver of Concessionaire) on the one hand and the negligence of the Port (including any employee, agent or contractor) on the other hand, which concurrent negligence results in injury or damage to persons or property of any nature and howsoever caused, and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of real property such that RCW 4.24.115 is applicable, Concessionaire's obligation to indemnify the Port as set forth in this Section shall be limited to the extent of Concessionaire's negligence and that of Concessionaire's employees, agents, contractors and Drivers, including Concessionaire's proportional share of costs, court costs, attorneys' fees, consultants' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

8.1.4 CONCESSOR AND PORT AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION. Concessionaire's obligations under this Section 8.1 shall survive the expiration or earlier termination of this Agreement.

8.2 Insurance.

8.2.1 Required Policies. Concessionaire shall obtain and keep in force, at its sole cost and expense the following types of insurance, in the amounts specified and in the form hereinafter provided for:

8.2.1.1 *General Liability Insurance.* Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or equivalent) for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance shall cover liability arising from premises, operations, independent Concessionaires, products completed operations, personal and advertising injury, and liability assumed under an insured contract. The Concessionaire's insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured and an endorsement evidencing this shall be submitted to the Port. The Port shall be named as an additional insured for all work arising out of the Concession, including "on-going" and "completed operations" using ISO Endorsement Form CG 20 26 11 85 or an equivalent endorsement approved by the PORT. The policy shall contain a waiver of subrogation in favor of the Port, or a waiver of the transfer of the rights of recovery and an endorsement evidencing this shall be supplied to the Port. The policy shall not contain a deductible greater than \$25,000 without prior approval of the Port.

8.2.1.2 *Automobile Liability Insurance.* Concessionaire shall provide two levels of automobile liability insurance as follows:

8.2.1.2.1 Concessionaire shall require all Drivers who are providing any type of on-demand, belled-in or other commercial transportation services on or about the Airport to carry motor vehicle insurance coverage in an amount and form no less than that required by the City of Seattle, King County, Washington or the State of Washington, whichever is the highest/most protective. Coverage shall extend to all owned, non-owned, hired, leased, rented, or borrowed vehicles. The policy shall not contain a deductible of greater than \$25,000 without prior approval of the Port. Concessionaire shall, not less than annually, ensure that all Drivers have valid and current insurance for their motor vehicles.

8.2.1.2.2 Concessionaire shall carry an excess policy that provides motor vehicle insurance, for bodily injury and physical damage at a minimum level of \$1,000,000 per occurrence, combined single limit. This coverage shall apply on an excess basis over any insurance that the Drivers carry. This coverage shall also drop down and provide primary coverage for any Drivers.

8.2.2 Insurance Policies.

8.2.2.1 *Insurance Companies.* Insurance required hereunder shall be in companies duly licensed to transact business in the State of Washington, and maintaining during the policy term a General Policyholders Rating of 'A-' or better and a financial rating of 'VI' or better, as set forth in the most current issue of "Best's Insurance Guide."

8.2.2.2 *Evidence of Insurance.* Concessionaire shall deliver, or cause to be delivered, to the Port, certificates of insurance, additional insured endorsements, waivers of subrogation and any other documentation or endorsement that provides evidence of the existence and amounts of such insurance, the inclusion of the Port as an insured as required by this Agreement, and the amounts of all deductibles and/or self insured retentions. Upon request, Concessionaire shall provide copies of complete insurance policies to the Port.

8.2.2.3 *Cancellation/Non-Renewal.* Insurance shall not lapse or be terminated at any time throughout the term of the Agreement. Concessionaire shall immediately notify the Port upon any material change of insurance coverage, cancellation, or termination of coverage. The Port shall receive documentation annually to include a certificate of insurance and any applicable endorsements to validate the insurance required by this Agreement has been purchased and is compliant with the Agreement requirements within ten (10) days of each insurance renewal. Should any required insurance be terminated, cancelled, or not renewed, the Concessionaire will have five (5) days to obtain replacement insurance from the date of the termination, cancellation or non-renewal notice Concessionaire receives from their insurer(s). In the event the insurance is not replaced within the five (5) days, the Agreement shall – notwithstanding any other notice period provided for – be in Default under SECTION 10 and the Port shall have the right, under Section 11.5, to procure such insurance as the Port considers reasonable to protect its interests without further notice to Concessionaire.

8.2.2.4 *Deductibles; Primary or Excess Policies.* All deductibles or self-insured retentions are the responsibility of the Concessionaire. Concessionaire may meet required insurance limits through a combination of primary and umbrella or excess insurance. Excess and coverage insurance must include the specific components of the underlying required coverage identified below.

8.2.2.5 *Subcontractors.* The coverage requirements set forth in this Section 8.2 shall apply to any subcontractors or other similar providers with which Concessionaire may contract to provide the services under this Agreement.

8.2.2.6 *No Limitation of Liability.* The insurance limits set forth above shall not be construed as to relieve the Concessionaire from liability in excess of the limits. The minimum limits identified do not indicate that the Port has assessed the risks that may be applicable to the Concessionaire under this Agreement. The limits of insurance required by this Agreement or as carried by Concessionaire shall not limit the liability of Concessionaire nor relieve Concessionaire of any obligation hereunder.

8.2.2.7 *Port Insurance.* Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the Concessionaire may carry.

8.3 Industrial Insurance. Concessionaire is fully responsible for complying with the industrial insurance laws that apply to this Agreement per the Revised Code of Washington, Title 51 Industrial Insurance for Concessionaire and its employees. Concessionaire shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Concessionaire's worker compensation account prior to commencing any service under this Agreement.

8.4 Waiver of Subrogation. Without affecting any other rights or remedies, Concessionaire (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the Port, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage occasioned to Concessionaire arising out of or incident to the perils required to be insured against under this Agreement. Accordingly, Concessionaire shall cause each insurance policy required by Section 8.2 to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required, or by any deductibles applicable thereto.

8.5 Other Insurance. The insurance required within this Agreement may not fully cover the Concessionaire for any indemnity obligations the Concessionaire may have to the Port or others. It is Concessionaire's obligation to review the scope of this Agreement with Concessionaire's insurance agent or broker to address coverage needs for Concessionaire. The Port reserves the right to modify and add insurance requirements if the scope of work changes during the course of this Agreement and/or if this Agreement is amended or extended beyond original agreed upon termination date.

SECTION 9: ASSIGNMENT

9.1 Prohibition. Concessionaire shall not, in whole or in part, assign or transfer this Agreement or any interest therein without the prior written consent of the Port in each instance. Concessionaire shall at the time the Concessionaire requests the consent of the Port, deliver to the Port such information in writing as the Port may reasonably require respecting the proposed assignee or transferee including, without limitation, the name, address, nature of business, ownership, financial responsibility and standing of such proposed assignee or transferee together with the proposed form of assignment or transfer. Within thirty (30) days after receipt of all required information, the Port shall, in its sole discretion, elect one of the following: (i) to consent to such proposed assignment or transfer, or (ii) disapprove the assignment or transfer, setting forth the grounds for doing so.

9.2 Assignment Does Not Relieve Assignor. No assignment or transfer by Concessionaire shall relieve Concessionaire of any obligation under this Agreement, including Concessionaire's obligation to pay any sum hereunder. Any purported assignment or transfer contrary to the provisions hereof without consent shall be void. The consent by the Port to any assignment or transfer shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. In the event of any assignment, Concessionaire and each respective assignor, waives notice of default by the current Concessionaire in the payment of financial obligations and performance of the covenants and conditions of this Agreement and consents that the Port may in each and every instance deal with the current Concessionaire, grant extensions of time, waive performance of any of the terms, covenants and conditions of this Agreement and modify the same, and in general deal with the current Concessionaire without notice to or consent of any assignor, including Concessionaire; and any and all extensions of time, indulgences, dealings, modifications or waivers shall be deemed to be made with the consent of Concessionaire and of each respective assignor.

9.3 Scope. The prohibition against assigning or subletting contained in this SECTION 9 shall be construed to include a prohibition against any assignment or transfer by operation of law. Furthermore, for purposes of this SECTION 9, any sale, transfer or other disposition in the aggregate of fifty percent (50%) or more of the equity ownership in Concessionaire (i.e. stock with respect to tenant corporation, partnership interests with respect to a tenant partnership, etc.) shall be deemed an assignment. If this Agreement is assigned, or if the underlying beneficial interest of Concessionaire is transferred, the Port may collect any financial obligation from the assignee or transferee, but no such assignment or transfer shall be deemed a waiver of this covenant, or the acceptance of the assignee or transferee, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire contained in this Agreement. No assignment or transfer shall affect the continuing primary liability of Concessionaire (which, following assignment, shall be joint and several with the assignee), and Concessionaire shall not be released from performing any of the terms, covenants and conditions of this Agreement.

SECTION 10: DEFAULT

10.1 Defaults. The occurrence of any one or more of the following events constitutes a default of this Agreement by Concessionaire with or without notice from the Port:

10.1.1 The failure by Concessionaire to make any payment of Minimum Annual Guarantee, Per-Trip Fees, or any other payment required by this Agreement, when due.

10.1.2 The failure by Concessionaire to observe or perform any covenant, condition, or agreement to be observed or performed by Concessionaire in this Agreement.

10.1.3 The discovery by the Port that any required report, financial statement or background statement provided to the Port by Concessionaire, any successor, grantee, or assignee was materially false.

10.1.4 The filing by Concessionaire of a petition in bankruptcy, Concessionaire being adjudged bankrupt or insolvent by any court, a receiver of the property of Concessionaire being appointed in any proceeding brought by or against Concessionaire, Concessionaire making an assignment for the benefit of creditors, or any proceeding being commenced to foreclose any mortgage or other lien on Concessionaire's interest in the Premises or on any personal property kept or maintained on the Premises by Concessionaire.

10.2 Remedies.

10.2.1 Whenever any default (other than a default under Section 10.1.4 above, upon which termination of this Agreement shall, at the Port's option, be effective immediately without further notice) continues un-remedied, in whole or in part, for: (i) ten (10) days after written notice is provided by the Port to Concessionaire in the case of default for failure to pay any Minimum Annual Guarantee, Per-Trip Fees, or other required payment when due, or (ii) thirty (30) days after written notice is provided by the Port to Concessionaire for any non-monetary default, this Agreement and all of Concessionaire's rights under it will automatically terminate if the written notice of default so provides. The Port will be entitled to recover from Concessionaire all unpaid Minimum Annual Guarantee, Per-Trip Fees or other payments and damages incurred because of Concessionaire's default including, but not limited to, the costs of any competitive process that may be used to select a successor and attorney's fees and costs ("Termination Damages"), together with interest on all Termination Damages at the Default Rates from the date such Termination Damages are incurred by the Port until paid.

10.2.2 In addition to Termination Damages, and notwithstanding termination and reentry, Concessionaire's liability for all Minimum Annual Guarantee, Per-Trip Fees or other charges which, but for termination of the Agreement, would have become due over the remainder of the Agreement term ("Future Charges") will not be extinguished and Concessionaire agrees that the Port will be entitled, upon termination for default, to collect as additional damages, an amount equal to Future Charges, less the amount of actual concession fees, if any, which the Port receives during the remainder of the Agreement term from others to whom the Premises may be rented, in which case such Deficiency will be computed and payable at the Port's option either:

10.2.2.1.1 In an accelerated lump-sum payment discounted to present value. For purposes of this Section, "present worth" is computed by applying a discount rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank in, or closest to, Seattle, Washington. – OR –

10.2.2.1.2 In monthly installments, in advance, on the first day of each calendar month following termination of the Agreement and continuing until the date on which the Agreement term would have expired but for such termination, and any suit or action brought to collect any portion of Deficiency attributable to any particular month or months, shall not in any manner prejudice the Port's right to collect any portion of Deficiency by a similar proceeding; or

10.2.3 If there remains any personal property of Concessionaire on or about the Airport following termination of this Agreement, the Port, in its sole discretion, may remove and store the personal property for the account and at the expense of Concessionaire. In the event the Port chooses to remove and store such property, it shall take reasonable steps to notify Concessionaire of the Port's action. All risks associated with removal and storage shall be on Concessionaire. Concessionaire shall reimburse the Port for all expenses incurred in connection with removal and storage as a condition to regaining possession of the personal property. The Port has the right to sell any property that has been stored for a period of thirty (30) days or more, unless Concessionaire has tendered reimbursement to the Port for all expenses incurred in removal and storage. The proceeds of sale will be applied first to the costs of sale (including reasonable attorneys' fees), second to the payment of storage charges, and third to the payment of any other amounts which may then be due and owing from Concessionaire to the Port. The balance of sale proceeds, if any, will then be paid to Concessionaire.

10.3 Liquidated Damages. This Agreement provides for the imposition of liquidated damages in a variety of circumstances, specifically include for violation of the minimum service standards set forth in Section 6.3 and as set forth in the Operating Instructions. The following provisions shall apply to any such amounts.

10.3.1 Reasonable Forecast of Harm to Port. Concessionaire's failure to adhere to the Agreement (specifically including any requirement imposed by the Operating Instructions) is reasonably anticipated to result in inconvenience to the public, adverse effects on the overall business of the Airport, a reduction in the amount to be paid to the Port, and a significant expenditure of Port resources to address the failure. The parties agree that the damages sustained by the Port for violations of the provisions of the Agreement and the Operating Instructions will be difficult to determine and track. Therefore, the parties hereto agree that the amounts set forth in the Agreement and the Operating Instructions are reasonable estimates of the damages anticipated to be suffered or incurred by the Port.

10.3.2 Failure to Cure. Unless otherwise expressly provided, the Port may assess liquidated damages immediately, and without opportunity to cure. The failure to promptly address or cure any violation for which liquidated damages are payable may, itself, also be cause for continued assessment of liquidated damages.

10.3.3 Payment. Concessionaire shall pay all liquidated damages within thirty (30) days of the imposition thereof. The failure to pay liquidated damages shall represent a separate default under this Agreement.

10.3.4 No Waiver; No Obligation. The Port's failure to impose sanctions for any violation shall not waive any right, or prohibit the Port from doing so for subsequent violations.

The Port shall have no obligation, whether to Concessionaire or any third party, to impose fines on or otherwise take action against any party at the Airport for violation of the Agreement or any Operating Standards.

10.3.5 Other Fines. Other fines and liquidated damages amounts may be set forth in the Airport Rules and Regulations or other standards, and nothing in this Agreement is intended to limit the ability of the Port to impose those fines and amounts as specifically provided by the Airport Rules and Regulations.

10.4 Remedies Cumulative. All rights, options and remedies of the Port contained in this Agreement shall be construed and held to be distinct, separate and cumulative, and no one of them shall be exclusive of the other, and the Port shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Agreement. Furthermore, payment of any liquidated damages amount shall not relieve Concessionaire of its responsibility for physical damage, personal injury, or any other harm caused by Concessionaire, its employees, agents, contractors, and Drivers.

SECTION 11: NONWAIVER; RIGHT TO PERFORM

11.1 Receipt of Monies Following Termination. No receipt of monies by the Port from Concessionaire after the termination or cancellation of this Agreement in any lawful manner shall (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice theretofore given to Concessionaire; (iii) operate as a waiver of the rights of the Port to enforce the payment of any Rent and fees then due or thereafter falling due; or (iv) operate as a waiver of the right of the Port to recover possession of the Premises by proper suit, action, proceeding or remedy; it being agreed that after the service of notice to terminate or cancel this Agreement, or after the commencement of suit, action or summary proceedings, or any other remedy, or after a final order or judgment for the possession of the Premises, the Port may demand, receive and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, suit, action or judgment; and any and all such monies collected shall be deemed to be payments on account of the use and occupation and/or Concessionaire's liability hereunder.

11.2 No Waiver of Breach. The failure of the Port to insist in any one or more instances, upon a strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such covenant, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by the Port of any required payment or fees, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Port of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Port. The consent or approval of the Port to or of any act by Concessionaire requiring the Port's consent or approval shall not be deemed to waive or render unnecessary the Port's consent or approval to or of any subsequent similar acts by Concessionaire.

11.3 No Waiver of Rent. The receipt by the Port of any installment of Minimum Annual Guarantee, Per-Trip Fees, or of any amount shall not be a waiver of any other amount then due.

11.4 Application of Payments. The Port shall have the right to apply any payments made by Concessionaire to the satisfaction of any debt or obligation of Concessionaire to the Port, in the Port's sole discretion and regardless of the instructions of Concessionaire as to application of any such sum, whether such instructions be endorsed upon Concessionaire's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by the Port of a check or checks drawn by others than Concessionaire shall in no way affect Concessionaire's liability hereunder nor shall it be deemed an approval of any assignment of this Agreement or subletting by Concessionaire.

11.5 Port's Right to Perform. Upon Concessionaire's failure to perform any obligation or make any payment required of Concessionaire hereunder, the Port shall have the right (but not the obligation) to perform such obligation of Concessionaire on behalf of Concessionaire and/or to make payment on behalf of Concessionaire to such parties. Concessionaire shall reimburse the Port the reasonable cost of the Port's performing such obligation on Concessionaire's behalf, including reimbursement of any amounts that may be expended by the Port, plus interest at the Default Rate.

SECTION 12: SURRENDER AND HOLDING OVER

12.1 Holding Over.

12.1.1 If Concessionaire, with the written consent of the Port, holds over after the expiration or sooner termination of this Agreement, the resulting tenancy will, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. Any holding over by Concessionaire after the expiration or earlier termination of the Agreement with the express, written consent of the Port shall not, in any manner, constitute a renewal or extension of the Agreement or give Concessionaire any rights in or to the Concession beyond the term hereof.

12.1.2 In order to facilitate transition from Concessionaire's tenancy to that of another Concessionaire at the expiration of the term of the Agreement, the Port may request, and Concessionaire shall agree, to extend its tenancy as to some or all of the Premises on a month-to-month basis, not to exceed six (6) months. No later than nine (9) months before expiration of the Agreement, the parties shall meet to discuss the process for transitioning occupancy of the Premises in order to minimize disruption of service to the traveling public at the Airport.

12.1.3 During such month-to-month tenancy, Concessionaire shall, unless otherwise mutually agreed, pay to the Port the same Rent that was in effect immediately prior to the month-to-month tenancy. Concessionaire will continue to be bound by all of the additional provisions of this Agreement insofar as they may be pertinent.

SECTION 13: ACDBE REQUIREMENTS; NON-DISCRIMINATION

13.1 Airport Concessions Disadvantaged Business Enterprises.

13.1.1 It is the policy of the Port to ensure that Airport Concessions Disadvantaged Business Enterprises (ACDBEs) as defined in the Department of Transportation (DOT), 49 CFR Part 23, and other small businesses have an equal opportunity to receive and participate in DOT-assisted contracts. The Port encourages Concessionaire to make every

reasonable effort to maximize the contracting opportunities for ACDBEs and other small businesses in the architectural, engineering and construction of the Premises, and in the procurement of goods and services necessary for the operation of the concession at this Airport.

13.1.2 Concessionaire shall submit quarterly ACDBE participation reports to the Port starting on the first day of the second month after the commencement of this Agreement. Concessionaire shall submit such reports as may be required by the Port, for the purpose of demonstrating compliance with 49 CFR Part 23.

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

SECTION 14: MISCELLANEOUS

14.1 Notice. All notices hereunder shall be in writing and shall be delivered personally, by certified or registered mail, or by recognized overnight courier. For any notice directed to the Port, the address shall be as follows:

Concessionaire:

Street Address:

Attn: _____

Mailing Address:

Attn: _____

Port of Seattle”

Street Address:

Port of Seattle
Seattle-Tacoma International Airport
17801 International Blvd.
Seattle, WA 98158
Attn: Gen. Manager, Business Development

Mailing Address:

Port of Seattle
Seattle-Tacoma International Airport
P. O. Box 68727
Seattle, WA 98168
Attn: Gen. Manager, Business Development

For payments only, the following mailing address should be used:

Port of Seattle
PO Box 24507
Seattle, WA 98124-0507

Either party may, however, designate a different address from time to time by providing written notice thereof. Notices shall be deemed delivered (i) when personally delivered; (ii) 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 (iii) 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. Payments may be made in the manner provided for notice or may be delivered by regular mail (postage prepaid); provided, payments made by regular mail (postage prepaid) shall be deemed delivered when actually received by the Port.

14.2 Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party, delayed in performing work, or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party; and the provisions of this Section shall not operate to excuse Concessionaire from the prompt payment of any amount required by this Agreement and shall not extend the term of this Agreement.

14.3 Subordination to Airport Operator Assurances. This Agreement shall be subject and subordinate to the terms of any Airport Sponsor assurance agreement or other, similar agreement that the Port may, as operator of the Airport, be required to furnish to the Federal Aviation Administration or otherwise adhere.

14.4 Labor Disputes. Concessionaire agrees to use its best efforts to avoid disruption to the Port, its tenants or members of the public, arising from labor disputes involving Concessionaire, and in the event of a strike, picketing, demonstration or other labor difficulty involving Concessionaire, to use its good offices, including the utilization of available legal remedies, to minimize and/or eliminate any disruption to the Port, its tenants or members of the public, arising from such strike, picketing, demonstration or other labor difficulty.

14.5 Consent. Whenever the Port's prior consent or approval is required by this Agreement, the same shall not be unreasonably delayed but may, unless otherwise specifically provided by this Agreement, be granted or denied in the Port's sole and absolute discretion.

14.6 Relationship of the Port and Concessionaire. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint

venture partners. Absolutely nothing in this Agreement authorizes Concessionaire to perform any services for the account of the Port.

14.7 Time. Time is of the essence of each and every one of Concessionaire's obligations, responsibilities and covenants under this Agreement.

14.8 Joint and Several Liability. Each and every party who signs this Agreement, other than in a representative capacity, as Concessionaire, shall be jointly and severally liable hereunder. It is understood and agreed that for convenience the word "Concessionaire" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Agreement, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual lessee or lessees under this agreement.

14.9 Captions. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

14.10 Governing Law; Venue. This Agreement shall be construed under the laws of Washington. Exclusive jurisdiction and venue for any action relating hereto shall be in the state or federal courts located in King County, Washington.

14.11 Attorneys' Fees. In the event that either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Port by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Seattle, Washington.

14.12 Invalidity of Particular Provisions. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

14.13 Survival of Indemnities. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Concessionaire shall, at the Port's option, defend the Port at Concessionaire's expense by counsel satisfactory to the Port.

14.14 Entire Agreement; Amendments. This Agreement, together with any and all exhibits attached hereto, shall constitute the whole agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

14.15 Exhibits. Exhibits A, B and C are attached to this Agreement after the signatures and by this reference incorporated herein.

SECTION 15: SIGNATURES

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the day and year first above written.

PORT OF SEATTLE

By: _____
Its: _____

By: _____
Its: _____

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SECTION 16: ACKNOWLEDGMENTS

ACKNOWLEDGMENT FOR CONCESSIONAIRE

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____ 2016, before me, personally appeared _____ to me known to be the _____ of _____, a _____ corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____

ACKNOWLEDGMENT FOR THE PORT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____ 2016, before me, personally appeared _____ to me known to be the _____ of the PORT OF SEATTLE, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____

EXHIBIT A

– Operating Instructions –

[A Draft of the Operating Instructions is Provided as Separate Exhibit to the RFP]

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EXHIBIT B

– Additional Non-Discrimination Covenants –

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

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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EXHIBIT C

– Pertinent Non-Discrimination Authorities –

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT 3

Draft Operating Instructions

ON-DEMAND OPERATING INSTRUCTIONS BETWEEN PORT OF SEATTLE AND

The following Operating Instructions apply to Concessionaire and its employees, agents, Drivers, Vehicle owners, and Vehicles when operating at Seattle-Tacoma International Airport, which is owned and operated by the Port of Seattle. The Port Representative shall be the Manager of Ground Transportation (MGT) or designee.

Concessionaire and its authorized Drivers and Vehicles are granted a Vehicle permit allowing them to operate Vehicles to pick-up and deliver passengers at the Airport under the Concession in accordance with these Operating Instructions, applicable Port tariffs, Port Rules and Regulations, and Port Procedures and Directives pertaining to operation of Vehicles; City of Seattle, King County or other applicable regulatory agency statutes, ordinances, and regulations and any or all amendments to the foregoing. Current applicable Port Rules and Regulations, Port Procedures and Directives, and Port Tariffs may be obtained by Concessionaire from the Port's Ground Transportation Office located at the Airport.

Capitalized terms in these Operating Instruction that are not specifically defined in these Operating Instruction shall have the same meaning set forth in the Concession Agreement between the Port and Concessionaire.

1. AREAS OF OPERATION.

See Exhibits A and B.

2. PERMITS.

A. The Port will issue Concessionaire permits to conduct the Concession as set forth in these Operating Instructions. In performing its operations under the Concession, Concessionaire shall, at a minimum, service all of the service areas identified on Exhibit C. In the event that Concessionaire committed as part of its Proposal to serve any other/further areas, it shall likewise be required to service all such areas.

B. The On-Demand Vehicle permit ("Permit") allows Driver/Vehicle access to and from the Airport to provide on-demand outbound passenger pick-up at the Airport under the Concession. The permits are solely associated with the privilege to operate at the Airport and are issued pursuant to the Concession Agreement. The permits are valid only to the extent the Concession Agreement remains in effect. The permits are non-transferable and have no value separate from the Concession and Concession Agreement.

- C. The Port will issue a minimum number of Permits as set forth in the Concession Agreement. Permits must be displayed on Vehicles while operating at the Airport. The Vehicle owner shall sign a Permit Receipt (Exhibit D) and agrees to surrender the Permit upon breach of the operating instructions, expiration of such Permit or at the termination of this agreement.
- D. The Permit shall not be transferable to any other Vehicle. However, the Vehicle owner or Driver may request that MGT transfer a Permit to a replacement Vehicle or onto a replacement windshield.
- E. The original Permit must be returned to Ground Transportation Office before another Permit will be issued. The Ground Transportation Office must be notified of any Vehicle replacements within five (5) business days of the change.
- F. A charge of \$10.00 a day will be assessed for temporary Permits. Temporary Permits are available for substitute Vehicles and can be obtained in the Ground Transportation Office. Said Permits shall be effective for a term as indicated by MGT. The temporary Permit is to be returned to MGT before the original Permit-assigned Vehicle shall be returned to operation at the Airport. A charge of thirty dollars (\$30) will be assessed for a temporary Permit that is not returned upon its expiration.
- G. Concessionaire shall provide to MGT a current written list of the names and numbers of each Driver authorized to operate the permitted Vehicles in the form attached hereto as Exhibit E. Each Driver shall comply with and be bound by these Operating Instructions.
- H. Concessionaire may deactivate any of its Vehicles by giving MGT written notice of intent to deactivate. An on-demand Vehicle may not remain deactivated for more than sixty (60) calendar days without prior written consent of MGT.
- I. Concessionaire, Drivers, Vehicle owners, and Vehicles shall at all times comply with and be bound by all applicable federal, state and local laws, ordinances (including but not limited to King County ordinances) and regulations (including but not limited to Port of Seattle Schedules of Rules and Regulations and Tariffs) and any amendments foregoing.

3. PROCEDURES FOR PICKING UP PASSENGERS.

- A. Concessionaire's activities at the Airport, including but not limited to, loading/unloading passengers and baggage, will be conducted within designated areas only.
- B. Ground Transportation Plaza, 3rd Floor- Parking Garage & 160th Street Holding Lot

- i) On-demand Vehicle staging is available in the 3rd Floor Staging Area at the north end of the floor. Concessionaire's Vehicles, when at the Airport, shall only wait within the designated holding areas approved by MGT.
 - ii) MGT has established two On-Demand Vehicle pick-up areas and two holding/staging areas. The two pick-up areas are provided in the north and south ends of the 3rd floor of the parking garage. Both areas are curbside. The holding/feeder areas are located at the north end of the 3rd floor of the parking garage and off-site at 160th Street.
 - iii) The On-Demand Vehicle services must be covered 24 hours a day.
- C. Arrivals/Departure Drives
- i) Vehicle operations will be on the 3rd floor of the parking garage, however, at times in which a special accommodation is required for a passenger a Vehicle may, with the approval of the Ground Transportation office, pick up on the arrivals/departures level.
 - ii) Passengers shall not have the right to select any Vehicle available.
- D. MGT will designate and identify feeder lines, holding lot areas, load/unload areas/zones and reserves the right to change, designate, locate or abolish these areas at any time.

4. UNATTENDED VEHICLES

- A. While stationed in the feeder line, Drivers must notify the Ground Transportation Office if it becomes necessary for Driver to leave his/her Vehicle.
- B. On-Demand Vehicles left unattended for more than ten (10) minutes may be moved to a holding lot at Concessionaire's expense.
- C. Drivers are not to loiter or Solicit inside the terminal baggage claim areas, around the Ground Transportation Office, or at the curb locations

5. USE OF AIRPORT PREMISES.

- A. Concessionaire and Drivers may use the remote holding lot, feeder lines, Vehicle areas and airport drives only at the times and for the purposes set forth in this agreement. Vehicles will not idle their engines for more than one minute while at the remote holding lot or in the Airport garage.
- B. No personal or other business (other than in connection with the Concession Agreement and/or these Operating Instructions) shall be conducted in these areas. No persons other than Concessionaire, its employees, agent or Drivers shall be permitted in the above mentioned areas except as provided in this Agreement and/or these Operating Instructions.

- C. Parking for business related activities of the Concessionaire will be conducted at on off-site lot. Employees working in the remote lot will be monitored by Concessionaire.
- D. Vehicles shall not restrict, block, or impede the movement of any vehicular or pedestrian traffic at the Airport.
- E. Overflow holding will be coordinated with MGT. Designated loading areas/zones, holding areas and feeder line are to be used for On-Demand Vehicle activity only.
- F. Sharing of a Vehicle by passengers not traveling to the same destination is not allowed, unless the airport is operating under an elevated operational or security level. Serious weather situations may be applicable.
- G. Vehicles shall not wait or park at the curbside on the drives unless the Vehicle is actively loading/unloading passengers.
- H. Except when engaged in loading/unloading of passengers and a Vehicle coordinator position, Concessionaire, its employees, agents and Drivers shall not be on the Airport's drives unless authorized by MGT.
- I. Drivers shall not be able to transport passengers who have solicited or requested their service while they are loading other passengers.
- J. Drivers shall not solicit or engage in any activities at the Airport intended to persuade members of the public to utilize Concessionaire Vehicles and/or services except as specifically approved by MGT. Drivers shall not wave down passengers or loiter in walkways. Drivers shall remain in close proximity to their Vehicles and stand in a professional and orderly manner.

6. EQUIPMENT OF CONCESSIONAIRE AND INSPECTION.

- A. It is the Port's intent that the fleet of Vehicles operating at Sea-Tac Airport be industry leaders. All Vehicles operated or offered for public service at the Airport pursuant to this Agreement shall be in good operating order, free from mechanical defects, and in clean, neat, safe, washed and waxed regularly, and attractive condition both inside and outside. Such Vehicles will have proper seating luggage capacity and other amenities necessary for passenger comfort and convenience. Any minor repairs must be fixed within the time frame displayed in Exhibit G. (See City Rule [R-6.310.320.G](#))
- B. Vehicles under this Concession Agreement shall be made available for inspection and review by MGT or King County/City of Seattle Inspector at any time while on Port property. Vehicles shall be inspected for cleanliness, proper equipment, good appearance, safe operating condition, urethane paint, and violations of any laws, ordinances or Port Rules and Regulations or City of Seattle Vehicle Rules (See City Rule [R-6.310.320.G](#))

- C. Concessionaire shall act to ensure that its members operate a fleet of Vehicles that minimize air emissions and institute operational practices that help protect impacts to the natural environment. Concessionaire shall also institute practices that promote the efficient movement of people to and from Sea-Tac Airport.
- i) Prior to the commencement of the Agreement, Concessionaire shall develop, implement, and submit to the MGT a fleet-wide anti-idling policy. The Concessionaire anti-idling policy shall include the requirement that Vehicle engines shall be turned off when Vehicles are not occupied. The Airport encourages the Concessionaire to evaluate opportunities to procure and install anti-idling equipment.
 - ii) Concessionaire shall coordinate a semi-annual meeting with Airport environmental staff to discuss achievements and obstacles pertaining to improving the efficient and effective movement of people to and from Sea-Tac Airport via Taxicab and For-Hire Vehicle service. In conjunction with the semi-annual meetings, Concessionaire will provide information regarding non-revenue mileage and its course of action to reduce non-revenue Vehicle trips.
 - iii) One month prior to the annual renewal of Vehicle Permits or, if Permits do not require renewal, one month prior to the anniversary of the Concession Agreement, Concessionaire shall electronically submit to the MGT information on the greenhouse gas (CO₂) emissions from their operations. Data shall include, at a minimum, carbon dioxide (CO₂) emissions from Vehicle fuel consumption and energy used for office and Concession business. Alternatively, Concession can submit the vehicle make, model, odometer reading, model year and VIN for each Vehicle as well as the number of miles of travel or gallons of fuel consumed per vehicle while in service to or from the airport to MGT.
 - iv) In the event that Concessionaire fails to comply with the requirements set forth in this Paragraph, the Port specifically reserves the right to issue a notice of default under, and terminate, this Agreement.
- D. Vehicles shall be at least a four door full-size and shall not be older than six years, commencing on the date of this agreement, with the following exceptions:
- (i) Concessionaire agrees that at all times during the term of this Concession Agreement, no Vehicle shall be of a model more than six years prior to the current calendar year. For example, 2010 model year Vehicles will be permitted in 2016, but not 2017.
 - (ii) To encourage Concessionaire's members to provide larger Vehicles for special needs patrons of the airport, the Port shall allow Vehicles that are vans or minivans with appropriate features to support wheelchairs to

operate for an additional one-year period, but shall not exceed seven years of age.

(iii) Concessionaire will provide ADA accessible vans or minivans as provided in the Concession Agreement to ensure a service standard that meets the maximum wait time.

- E. Drivers shall comply promptly with instructions regarding Vehicle use from MGT.
- F. Drivers shall be reviewed for cleanliness, good appearance, and violations of King County, City of Seattle laws, ordinances or Port Rules and Regulations.
- G. Digital Security Cameras must be installed in all Vehicles per City of Seattle rules. (See City Rule [R-6.310.320.S](#))
- H. Silent alarms must be installed and monitored for each Vehicle per City of Seattle rules (See City Rule [R-6.310.320.T](#))
- I. An On-Demand Vehicle may be pulled out of line to be washed while in the remote holding lot and returned to its original place in line as long as the On-Demand Vehicle immediately preceding it when it was taken out of line to be washed has not been dispatched, in which case, the On-Demand Vehicle being washed must go to the end of the line in the remote holding lot.
- J. No On-Demand Vehicle shall display bumper stickers or unnecessary markings. Concessionaire logo and phone number is permitted and must have markings indicating the Vehicle can provide Airport service with MGT approval.
- K. All Vehicles shall be repaired within the times described on attached Exhibit G.
- L. Minor Vehicle body damage or appearance defects shall be repaired within a time frame set by MGT to repair such damage.
- M. There will be no repairs made to Vehicles on Port property.
- N. Vehicle mileage should not exceed 100,000 miles unless the Vehicle satisfactorily passes a Vehicle condition safety inspection at 100,000 miles and then every additional 25,000 miles. The safety inspection must be performed by a King County/City of Seattle approved certified manufacturer's auto mechanic at a specified location, and a garage that has an Automotive Certificate of Excellence covering the items more fully described in Exhibit F. Drivers will adhere to any safety inspection calendar required by King County/City of Seattle Inspectors.
- O. Concessionaire Vehicles shall have the necessary equipment (such as winter tires or chains) to operate safely in snow and inclement weather conditions.

- P. Concessionaire shall furnish, at their expense, identification badges for all its Drivers to display in their Vehicles. The identification shall include a photo of the Driver, full name and Vehicle number.

7. CONDUCT OF DRIVER.

- A. Only Drivers registered and on file in the Ground Transportation Office may transport passengers at the Airport (see Exhibit E). Drivers must be successful recipients of the King County/City of Seattle For Hire Licensing Program. Please see City Rules:

For-hire Driver Licensing and Requirements

[6.310.400](#). For-hire driver's license application.

[6.310.405](#). Criminal background check.

[6.310.410](#). For-hire driver physician's certification.

[6.310.415](#). For-hire driver training program.

[6.310.420](#). For-hire driver written and oral examination.

[6.310.425](#). For-hire driver temporary permit.

[6.310.430](#). For-hire driver- Standards for license denial.

[6.310.440](#). For-hire driver license expiration and renewal.

[6.310.450](#). For-hire driver operating standards.

[6.310.455](#). For-hire driver conduct standards.

[6.310.460](#). For-hire driver taxicab meter/rates standards.

[6.310.465](#). For-hire driver- Passenger relations standards.

[6.310.470](#). For-hire driver soliciting and cruising standards.

[6.310.475](#). For-hire driver taxi zone standards.

[6.310.480](#). For-hire driver- Wearing costume.

- B. Drivers shall, at all times when on duty, be neatly and cleanly dressed, conduct themselves in an exemplary manner, be courteous and polite to the public and all Airport employees, and not engage in any questionable, obnoxious or offensive conduct. In addition to providing exemplary service to the traveling public, Drivers shall also treat other airport employees and ground transportation operators with the same courteous and polite behavior. The Port shall specifically have the right to require Drivers to meet a dress code (such as black pants/skirt and a white shirt).
- C. Driver shall discharge its duties in an efficient manner in order to maintain a high standard of service to the public. Driver's performance will be judged by MGT.
- D. MGT may, in addition to any other remedies described in the Agreement, request require that particular Drivers be removed from activities at the Airport if said Drivers are involved in more than three (3) violations during their tenure at the airport. Should gross misconduct occur, MGT may require removal before three or more previous violations.

- E. Drivers are not to drive the Vehicle for longer than ten (10) hours in any twenty-four (24) hour period.

8. ENFORCEMENT PROCEDURES.

- A. Violations may result in a monetary fine against Driver and/or a suspension of the Driver or its Vehicle. The current schedule of fines shall be set forth in Airport Terminal Tariff No. 1, as the same may be revised or replaced from time to time.
- B. Port personnel who observe a violation or investigate a reported violation shall issue violations of operating instructions.
- C. MGT may impose a fine or a temporary suspension of a Driver and/or Vehicle. The company will remain liable for all violations incurred by its Drivers and Vehicles.
- D. The schedule of monetary fines shall be published in the Port's tariff, and Drivers shall comply with such schedule. If fine is not paid within ten (10) business days, Vehicle Permit or all company permits will be revoked.
- E. If MGT chooses to suspend a Driver or a Vehicle, such suspensions will be carried out pursuant to the following procedures:

Two violation notices	1 day suspension
Three violation notices	2 - 7 day suspension
Four violation notices	8 - 90 days suspension
Five violation notices	91 - 365 days suspension

Violation compilations for purposes of suspensions shall be for a rolling 12-month period starting at the agreement commencement date.

- F. Driver or Vehicle owner (for Vehicle citations) has the right to appeal any fine assessed by MGT or any suspension of two days or longer.
- G. Following mailing of the notice and fine or suspension by MGT to Driver or Vehicle owner, Driver or Vehicle owner (for Vehicle citations) shall have ten (10) business days to deliver to MGT a notice of appeal of the fine or suspension.
- H. A hearing will be held before a panel comprising of MGT, or designee, and other Port Management staff, or their respective designees. The Driver and/or Vehicle owner will be allowed to present evidence or testimony to counter the facts upon which the fine(s) or suspension is based. Following the hearing, the panel will issue a written notice.
- I. If the panel decides to uphold the fine, Driver or Vehicle owner shall pay the fine within four (4) business days following mailing of the panel's decision, or begin the suspension pursuant to the direction of MGT.

- J. This provision is not intended to limit or bar any other remedies available to MGT under this agreement.
- K. If Driver or Vehicle owner (for Vehicle citations) does not appeal within the ten (10) business day period, the Driver or Vehicle owner shall pay the fine within the following four (4) business day period or begin the suspension pursuant to the direction of MGT.
- L. Failure to pay or comply within the time periods prescribed above shall constitute an additional violation and be subject to the provisions herein.
- M. Failure to correct mechanical defects within prescribed time frame will result in monetary fines of \$100.00 per day, until the repairs are completed and verified by MGT. MGT may order that the on-demand Driver and/or Vehicle leave the Airport immediately. In order for the on-demand Vehicle to return to the Airport, the condition must be corrected and the Vehicle is re-inspected and approved by MGT or King County/City of Seattle Inspector.
- N. If, upon inspection, it is determined that the condition of any on-demand Vehicle needs correction, the Concessionaire, Driver or Vehicle may be issued a written notice, specifying the conditions to be remedied, and the time within which they must be remedied.

9. GROUND TRANSPORTATION OFFICE.

- A. Driver shall not utilize any Ground Transportation Office personnel for any purposes involving Vehicle's business other than dispensing general information to the public on this service.
- B. Concessionaire, its employees, agent and Drivers are not allowed at the Ground Transportation Offices at any time except to conduct ground transportation business. Concessionaire, its employees, agents and Drivers shall not loiter around the Ground Transportation Offices.

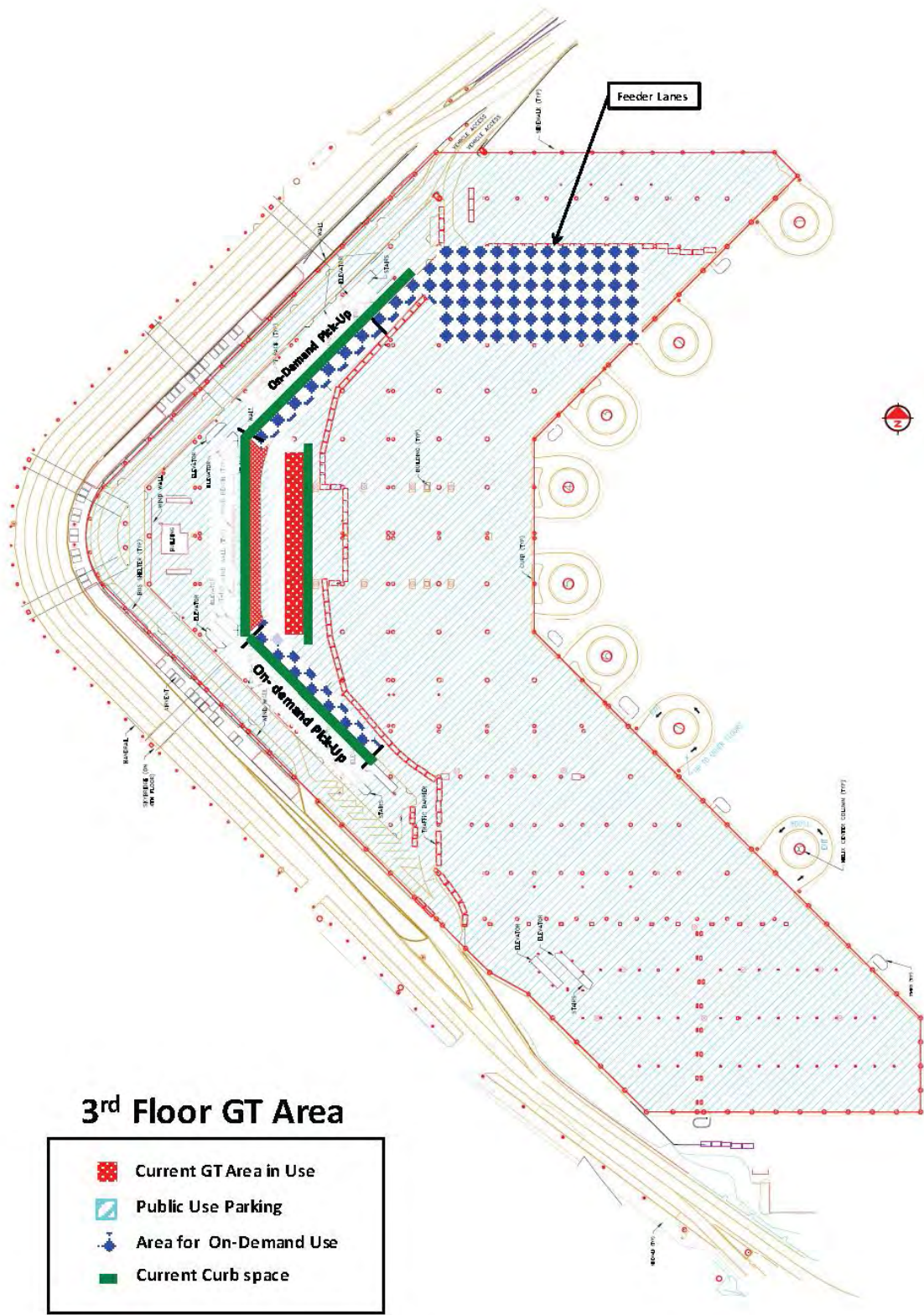
10. NO SOLICITATION.

The Concessionaire and its Drivers shall not solicit or engage in any activities at the Airport intended to persuade members of the public to utilize Concessionaire Vehicles and/or services except as specifically approved by MGT.

11. AMENDMENT

The terms and conditions of these Operating Instructions may be amended by MGT upon thirty (30) day's prior notice to the Concessionaire. Emergency instructions may be issued by MGT and shall take effect immediately.

EXHIBIT A MAP OF OPERATING AREA



3rd Floor GT Area

- Current GT Area in Use
- Public Use Parking
- Area for On-Demand Use
- Current Curb space

**EXHIBIT B
MAP OF HOLDING AREA**



EXHIBIT C SERVICE AREAS

Aberdeen	Enumclaw	Madigan	Pullman	Tulalip
Algona	Everett (Downtown)	Madison Park	Purdy	Tumwater
Anacortes	Everett (North)	Madrona	Puyallup	Twin Lakes
Arboretum U.W.	Everett (South)	Magnolia	Puy. South Hill	U. District
Arlington	Evergreen St. Coll.	Maple Valley	Queen Anne	Univ. Place (Tac)
Auburn	Fairwood	Maplewood	Ravenna	U.P.S.
Aurora Village	Fall City	Marysville	Redmond (Downtown)	Vanc. BC Airport
Ballard	Fauntleroy Ferry	McChord	Redmond (North)	Vanc. BC (Dntwn)
Bainbridge	Federal Way	Medina	Redmond (South)	Vancouver, WA
Bangor	Ferndale	Mercer Island	Renton	View Ridge
Belfair	Fife	Microsoft Campus	Richmond Highland	Walla Walla
Bellevue	Fircrest	Mill Creek	Richmond Beach	Wallingford
Bellevue (Downtown)	Fort Lewis	Milton	Sahalee	Wenatchee
Bell. Cross Road	Fox Island	Monroe	Salish Lodge	West Seattle
Bell. Eastgate	Fremont	Montlake	Saltwater Park	Windermere
Bellingham	Gig Harbor	Mountlake Terrace	Sandpoint	Woodinville
Bitter Lake	Gorst	Mt. Rainier	Sammamish	Woodland Park
Black Diamond	Graham	Mt. Vernon	Sammamish Pl.	Yakima
Blaine	Green Lake	Muckelshoot Casino	Seattle (Downtown)	Yelm
Blue Ridge	Greenwood	Mukilteo	Seattle (North)	
Bonney Lake	Hoquiam	Naval Air Station	Seattle Pac. Univ.	
Bothell	Index	New Castle	Seattle Univ.	
Brier	Inglewood	Newport Hills	Sequim	
Bridal Trails	Issaquah	North Beach	Seward Park	
Bremerton	Issaquah (Downtown)	North Bend	Shelton	
Brown's Pt. Tac.	Issaquah Plateau	Northgate	Shilshole Bay	
Buckley	Juanita	Oak Harbor	Shoreline	
Burlington	Kenmore	Olympia	Silverdale	
Capital Hill	Kent	Orting	Snohomish	
Carnation	Kirkland	P.L.U.	Snoqualmie City	
Centralia	Klahanie	Pug. Snd. Nav. Stn.	Snoqualmie Pass	
Chehalis	Lacey	Pacific	South Bend	
Clyde Hill	Lake Chelan	Paine Field	Spanaway	
Coal Creek	Lake City	Parkland	Space Needle	
Cougar Mountain	Lake Forest Park	Pasco	Spokane	
Covington	Lake Stevens	Point Defiance Zoo	Stanwood	
Crystal Mountain	Lake Tapps	Port Angeles	Steilacoom	
Dash Point	Lake Union	Port Ludlow	Somerset	
Discovery Bay	Lake View	Port Orchard	Summet (4 Cnrs)	
Dupont	Lakewood	Port Townsend	Sumner	
Duvall	Laurelhurst	Portage Bay	Tacoma (Downtown)	
Edmonds	Leshi	Portland	Tacoma	
Edmonds (North)	Longview	Poulsbo	Tiger Mountain	
Emerald Downs	Lynnwood	Preston	Totem Lake	

**EXHIBIT D
PERMIT RECEIPT**

POS PERMIT #: _____

CONCESSIONAIRE _____

MAILING ADDRESS: _____

PHONE #: _____

FAX #: _____

KING COUNTY LICENSE #: _____

CITY OF SEATTLE LIC #: _____

VEHICLE LICENSE #: _____

YEAR: _____

MAKE AND MODEL: _____

INITIAL ISSUE REPLACEMENT RENEWAL

OWNER CHANGE NAME CHANGE

PAID (cash/check) DATE: _____

INSURANCE EXPIRATION DATE: _____

SIGNATURES: _____

CONCESSIONAIRE

PORT REPRESENTATIVE

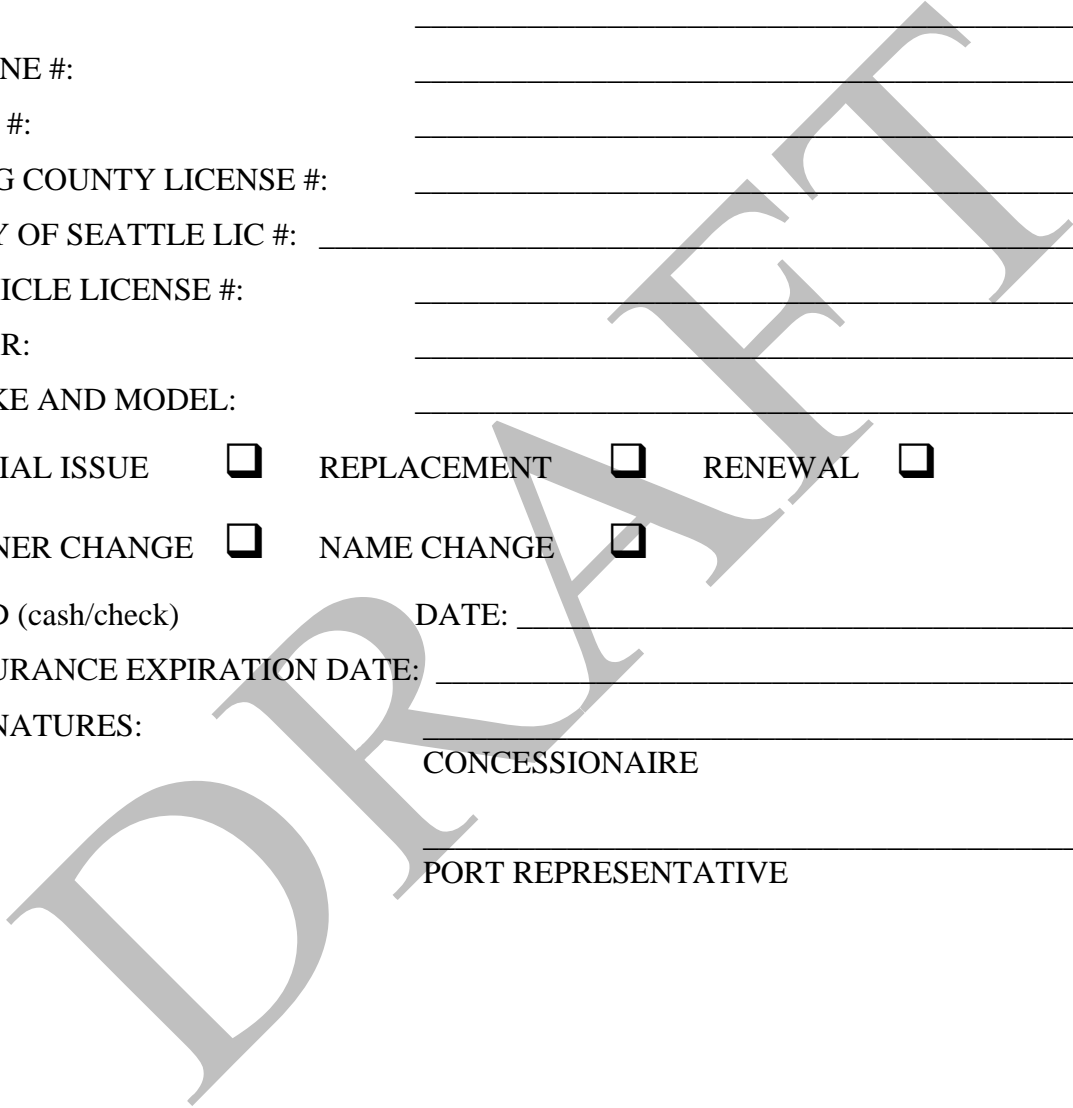


EXHIBIT E
AUTHORIZED DRIVER(S) LIST

CONCESSIONAIRE: _____

DRIVER NAME _____
CELL PHONE NUMBER _____
NUMBER _____ EXPIRATION DATE _____

DRIVER NAME _____
CELL PHONE NUMBER _____ NUMBER _____
_____ EXPIRATION DATE _____

DRIVER NAME _____
CELL PHONE NUMBER _____
NUMBER _____ EXPIRATION DATE _____

DRIVER NAME _____
CELL PHONE NUMBER _____
NUMBER _____ EXPIRATION DATE _____

Please use additional forms if necessary.

EXHIBIT F VEHICLE CONDITION CHECKLIST

DATE: _____

CONCESSIONAIRE: _____

VIN #: _____

VEHICLE LICENSE #: _____

YEAR, MAKE, & MODEL: _____

MILEAGE: _____

<u>ENGINE (Electronic Scope Test)</u>	Rate*	<u>MISC</u>	Rate*	<u>MISC – CONT.</u>	Rate*
Carburetion		Lights		Rear Axle Leaks	
Spark Plugs		Horn		Tie Rod Ends	
Spark Plug Cables		Windshield Wipers		Idler Arms	
Distributor		Windshield Washer		Shock Absorbers	
		Sheet Metal		Springs	
<u>UNDER HOOD</u>		Paint			
Battery		Heating/Air Conditioning		<u>FRONT SUSPEN.</u>	
Battery Cables		Windows		<u>(Visual Inspection)</u>	
Drive Belts		Tires		Castor	
Radiator Hoses		Brake Lining		Camber	
Heater Hoses		Brake Fluid		Toe-in	
Coolant		Wheel Bearings			
Carburetor Air Filter		Exhaust Pipe		<u>OTHER</u>	
Fuel Filter		Tail Pipe			
Engine Oil		Muffler			
Power Steering Pump		Engine Leaks			
		Transmission Leaks			

*Rate: 1 = Satisfactory / 2 = Caution / 3 = Urgent

MECHANIC SIGNATURE & DATE: _____

EXHIBIT G
VEHICLE/DRIVER REPAIRS TIMETABLE

AREA OF CONCERN	TIME ALLOWED FOR REPAIRS	AREA OF CONCERN	TIME ALLOWED FOR REPAIRS
Seats	5 days if broken or ripped; before next trip if springs are exposed	Windshield Wipers	5 business days; immediately if problem renders Vehicle unsafe to drive or is blocking Vehicle's vision.
Seat Belts	Immediately	Driver's License	Immediately
Windshield/ Windows/ Mirrors	5 business days; immediately if problem renders Vehicle unsafe to drive	Operating Instructions	3 business days
Window Handles Button	3 business days	For Hire License	Immediately
Door Handles	Immediately	Clothing	Before next trip
Heater	10 business days (or before next trip, during periods of cold weather)	Exhaust System (leak, muffler loose)	Immediately
Floor Mats/Carpet	5 business days	Speedometer	Immediately
Trunk (dirty, clutter)	Before next trip	Odometer	3 business days; immediately, if odometer is connected to meter
Taximeter	Immediately	Hygiene	Before next trip
Body	7 days for minor damage; immediately for exposed sharp metal	Tires	Immediately if worn down to safety ridge or cords/threads visible
Hubcaps	7 business days	Paint	7 days
Spare Tire	Immediately	Brake Lights	Immediately
Headlights	Before next trip daytime; immediately if at night	Turn Signals	Immediately

This is not an exhaustive list of possible defects. Additional reasonable requirements and reasonable penalties may be added to this list upon 10 days written notice to Concessionaire. The term, "business days," shall not include Saturdays, Sundays or national holidays.

EXHIBIT 4

Protest Procedures

1. PURPOSE

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

2. TIMING

Any Proposer showing a substantial economic interest in the contract to be awarded under this RFP may protest to the Port (a “Protest”) only in accordance with the procedures set forth below.

- A. Protests Based on the Form or Content of the RFP Documents: Any Protest based on the form or content of the proposal documents included with the RFP 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 Port of Seattle, Seattle-Tacoma International Airport, Aviation Office Building, 17801 Pacific Highway South, Seattle, Washington 98158, Attention: Deborah Harrison. The transmittal envelope must clearly identify the RFP number on its face and be labeled as a “Protest.” ***No protest based on the form or content of the bidding documents will be considered if received by the Port after 5:00 pm on Friday, February 19, 2016.***

- B. Other Protests: Protests based on any other circumstances must be filed with the Port at Port of Seattle, Seattle-Tacoma International Airport, Aviation Office Building, 17801 Pacific Highway South, Seattle, Washington 98158, Attention: Deborah Harrison, 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 RFP number on the face of this document and be labeled as a “Bid Protest.” ***No protest will be considered by the Port if all proposals are rejected or if the protest is received after award of the contract.***

3. CONTENTS OF PROTEST

To be considered, a Protest shall be in writing and shall include: (1) the name, street address, telephone number and email address of the aggrieved party; (2) the RFP 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 RFP; (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 event the protesting party asserts the responsibility of any other Proposer as a ground for Protest, the protesting party must address in detail the specific responsibility criteria identified in the particular RFP and, absent such specific responsibility criteria, one or more of the following matters: the ability, capacity, and skill of the Proposer to perform the contract or provide the service; the

character, integrity, reputation, judgment, experience, and efficiency of the Proposer; whether the Proposer can perform the contract within the time specified; the Proposer's quality of performance of previous contracts or services; the previous and existing compliance by the Proposer with laws relating to the contract; and any other information having a bearing on the decision to award the contract to the Proposer.

4. REVIEW

The Port shall promptly consider the Protest based on the written submittal. In its sole discretion, the Port 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 bid opening through written addenda to the bidding documents.

The Port may, in its sole discretion, elect to hold a hearing regarding the Protest. A hearing will not, however, generally be held unless the Port believes it would be helpful to resolution of the Protest. At the 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 Port will maintain an official record of all documentary evidence presented at the hearing.

The Port will issue a written Final Decision. In making its decision, the Port may consult with others and consider information relating to the Protest from any source, including other interested parties. A copy of the Final Decision will be provided to the aggrieved party, and any other party as may be required, by either: (i) personal service or (ii) email, with telephonic confirmation.

5. 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. The term "business day" shall mean any day on which the Port of Seattle is open for regularly conducted business.

6. 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 5 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 at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111, (206) 787-3000.

7. 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 RFP, without first exhausting the administrative procedures specified herein.

8. 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.

9. ACKNOWLEDGEMENT

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