

FORM 8.1

PRE-PROPOSAL MEETING ATTENDANCE FORM

There will be two (2) non-mandatory informational meetings conducted on July 9, 2019 and July 18, 2019.

Please complete the information below and return via email to **seatacshops@portseattle.org** to be received no later than **July 5, 2019**.

Company Name:

Company Contact:

Telephone Number/Facsimile Number: /

Email Address:

Preferred Meeting Date	July 9, 2019	July 18, 2019
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Attendees

Full Name

Full Name:

Full Name

THERE WILL NOT BE A TOUR OF THE AVAILABLE UNITS. THE PORT WILL ILLUSTRATE IN THE PRE-PROPOSAL MEETING THE LOOK AND FEEL ON THE REMODEL THAT IS CURRENTLY TAKING PLACE.

FORM 8.2

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 CEP/ RFP, including, by not limited to Section 7, Paragraph 3 - 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 the 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 _____, 2019.

Proposer

By: _____

Title: _____

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

ALL PROPOSAL FORM(S) MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE LEGAL ENTITY SUBMITTING THE PROPOSAL (I.E., THE PROPOSER). IF NOT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, THE PROPOSAL MAY BE DEEMED NON-RESPONSIVE AND NOT SCORED.

FOR EXAMPLE, IF THE PROPOSER IS A JOINT VENTURE, PROPOSAL FORM(S) MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE JOINT VENTURE (NOT JUST ONE OF THE JV MEMBERS) AND THE INDIVIDUAL SIGNING SHOULD BE SIGNING IN HER/HIS CAPACITY AS IT RELATES TO THE JV (NOT A JV MEMBER).

FORM 8.3

PROFORMA

Respondent will need to submit the Proforma using the Excel file provided as part of this CEP/RFP

Exhibit 8 - Financial Proforma Template

FORM 8.3
Seattle - Tacoma International Airport
Proforma Statement, Lease Group 5
Package _____
PROFORMA¹

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
ASSUMPTIONS USED												
Enplanements²	4,583,455	4,670,611	4,759,424	4,849,717	4,946,711	5,045,645	5,146,558	5,249,489	5,354,479	5,461,568	5,570,800	51,055,002
Sales per Enplanement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECTIONS												
Gross Sales:												0
												0
Cost of Goods Sold												0
Gross Profit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
												0
Expenses												0
Payroll												0
Benefits												0
Utilities												0
Operating Expenses												0
Franchise/License Fees												0
Rent to Port												0
General & Administrative												0
Washington Lease Excise Tax												0
Insurance												0
Other Direct Expenses												0
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
												0
EBITDA	\$ -											0
Interest, Depreciation, and Amortization	\$ -											0
Net Profit Before Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
Total Initial Investment												n/a
Total Midterm Investment												n/a

(1) The term length is 10 years

(2) The enplanements shown are projections only for the purpose of this CEP/RFP and are not guaranteed or meant to assure any future passenger level at the airport. While these enplanements will be used to determine a consistent measure for sales per enplanement among the respondents, each respondent is responsible for independently developing their own projections for this submittal.

FORM 8.4

PORT OF SEATTLE

SEATTLE-TACOMA INTERNATIONAL AIRPORT

PROPOSAL FORM

Company Legal Name (Exactly as it is to appear on the Agreement)

Name and Title (of individual authorized to execute the Agreement on behalf of proposer)

Agreement Mailing Address

City

State

Zip

Telephone Number

Email

Will you execute an Agreement in substantially the same form as the draft provided with the CEP?

Yes **No**

If No please state desired changes:

List the business type of the proposing organization (i.e., corporation, LLC, partnership, joint venture or sole proprietorship)

Attach the following information as relevant:

- If a corporation list the names, addresses and shares of all persons or entities owning ten percent (10%) or more of the Proposer's voting stock;
- If an LLC list the name and address of each member;
- If a partnership list the name, address and share of each partner;
- If a joint venture, list date of organization indicate if the joint venture has done business in the state of Washington and where, and list the name, address and share of each joint venture partner
 - If the joint venture includes an ACDBE or an ACDBE applicant, and it is the desire of the joint venture partners that the ACDBE partner's portion of the sales be applied towards Sea-Tac's ACDBE goal, then the joint venture must be in compliance with the Joint Venture Guidance issued by the U.S. Department of Transportation Federal Aviation Administration in July 2008.
- If a sole proprietorship, list all business names under which such proprietor has done business during the last five (5) years, address(es), how long in business, and state whether registered or authorized to do business in Washington.

List any affiliate of proposer engaged in airports or other large transportation centers, shopping centers, malls, or business districts activities and any corporation with a direct or controlling interest in the proposer, and any subsidiary corporation in which the proposer has a controlling interest and any affiliates.

Please provide the names, addresses, and telephone numbers of at least three (3) credit references, including at least one (1) banking reference.

Credit Reference No. 1:

Company Name and Address

Contact Name, Title, and Telephone Number

Credit Reference No. 2:

Company Name and Address

Contact Name, Title, and Telephone Number

Credit Reference No.3:

Company Name and Address

Contact Name, Title, and Telephone Number

Banking Reference:

Company Name and Address

Contact Name, Title, and Telephone Number

FORM 8.5

Financial Offer Form

Package FB-2

During each year of the term of the Agreement, for the right and privilege of operating and managing the Premises at the Airport, the undersigned company hereby proposes to pay monthly to the Port beginning on the Rent Commencement Date, the greater of items 1 or 2 below:

- 1) One-twelfth (1/12) of the Minimum Annual Guarantee (MAG) paid in advance, on the first (1st) day of the month. **The MAG for the First Full Year of the Agreement is Nine Hundred Thirty Thousand (\$930,000).** For the second full calendar year through the Last Full Year, the MAG will be eighty-five percent (85%) of the total amount paid (whether by MAG or Percentage Fees) by Concessionaire to the Port for the previous calendar year in accordance with the Agreement.

Flat Rate Percentage Fee of:

Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
____%	

OR

Tiered Percentage Fee of: (Add tiers as necessary on a separate sheet of paper using this format.)

Annual Gross Sales	Proposed Percentage Fee in Number Format	Proposed Percentage Fee in Words
Annual Gross Sales less than \$ _____.	____%	
Annual Gross Sales between \$ _____ and \$ _____.	____%	
Annual Gross Sales equal to or greater than _____.	____%	

The signature of the Authorized Representative certifies that this Financial Offer is supportable throughout the term of the Agreement.

ATTEST:

(Witness Signature)

(Company Name)

BY: _____
(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

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Form 8.6

Capital Investment Form

Proposers are required to submit their proposed capital investment and indicate the sources of funding to be used for the tenant improvements and working capital. Please complete one form for each unit included in your submittal and one form that includes consolidated information for all units included in your submittal.

Unit/Package Number: _____
Concept: _____
Square Feet: _____

Initial Capital Investment	Amount	Percent of Initial Capital Investment
- Leasehold Improvements	\$ _____	_____ %
- Furnishings, Fixtures and Equipment	\$ _____	_____ %
- Design, Engineering, and Construction Management ⁽¹⁾	\$ _____	_____ %
Total Initial Capital Investment	\$ _____	_____ %
Total Initial Capital Investment/Sq.Ft	\$ _____ /Sq.Ft	

Mid-Term Refurbishment Investment		
- Minimum Mid-Term Refurbishment Investment ⁽²⁾	\$ _____	
- Minimum Mid-Term Refurbishment Investment/Sq.Ft	\$ _____ /Sq.Ft	

Working Capital	
- Amount of Working Capital Available	\$ _____
- Sources of Working Capital (list below)	_____

⁽¹⁾ Must not exceed 12% of Initial Minimum Investment

⁽²⁾ Must be minimum of 15% of the Initial Investment

FORM 8.7

Job Quality, Workforce Training, and Employment Continuity Information Form

Please prepare one Form 8.7 for each package. The total anticipated workforce listed should be specific to the units included in the package and reflect the anticipated staffing levels during the first year of operation.

Name of Proposer

Package Name

11.1 WORKFORCE INFORMATION FOR PROPOSED SEA-TAC LOCATION(S)

Types of Employees	Number of Employees
Full-Time Employees	
Part-Time Employees	
Total Employees:	

Full-time is defined as 30 or more hours of work per week.

Managerial Positions by Title (Please list title for each position)	Number of Managerial Employees by Position
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Subtotal Managerial Employees:	
Non-Managerial Positions by Title (Please list title for each position)	Number of Non-Managerial Employees by Position (B)
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Position: _____	
Subtotal Non-Managerial Employees: (A)	
Total Number of Employees:	

11.2 WAGES AND COMPENSATION IN 2019 DOLLARS

PROPOSED STARTING SALARIES, WAGES AND PAY RANGES BY POSITION FOR SEA-TAC EMPLOYEES

<u>Managerial</u> Positions by Title Listed in Section 11.1	Starting Annual Salary	Pay Range by Position
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		

<u>Non-Managerial</u> Positions by Title Listed in Section 11.1	Starting Hourly Wage (C)	Pay Range
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		
Position: _____		

Average starting wage for all Non-Managerial Employees:

--

Average starting wage for all Non-Managerial Employees, less current Proposition 1 minimum hourly wage of \$16.09:

--

Calculation: Sum total of (B x C) for every Non-Managerial Position listed above divided by A.
B is the number of non-managerial employees by position in Section 11.1 that corresponds to the above listed positions.

C is the starting hourly wage listed above for each of the positions in **B**.

A is the subtotal of non-managerial employees noted in Section 11.1

11.3 PAID TIME-OFF BENEFITS FOR NON-MANAGERIAL EMPLOYEES

Type of Paid Time-Off Provided by Company	Check all that apply	Accrual Details (i.e., "X" number of benefit hours/per "Y" number of hours worked, etc.)
Full-Time Employees		
Sick Leave Pay		
Vacation Pay		
Combined Sick/Vacation		
Holiday Pay		
Bereavement Pay		
Parental Leave Pay		
Other: _____		
Other: _____		
Other: _____		
Part-Time Employees		
Sick Leave Pay		
Vacation Pay		
Combined Sick/Vacation		
Holiday Pay		
Bereavement Pay		
Parental Leave Pay		
Other: _____		
Other: _____		
Other: _____		

11.4 EMPLOYEE HEALTHCARE BENEFITS FOR NON-MANAGERIAL EMPLOYEES IN 2019 DOLLARS

Please check whether or not healthcare benefits meet or exceed Affordable Care Act (ACA) requirements.	
Benefits Meet ACA:	
Benefits Exceed ACA:	
Non-Managerial Employees	
Please state the average amount per hour that proposer will contribute to the healthcare benefits per non-managerial employee.	_____ per hour
Please state the amount per hour that proposer's non-managerial employees will be required to contribute to their healthcare benefits.	_____ per hour
List all eligibility criteria (minimum length of time employed, minimum number of hours worked per week, and any other requirements) to qualify for these healthcare benefits.	
Percentage of Non-Managerial Employees that will receive healthcare benefits during the first year of operation.	_____ Percent

11.5 RETIREMENT BENEFITS FOR NON-MANAGERIAL EMPLOYEES IN 2019 DOLLARS

Non-Managerial Employees	
Please state the average amount per hour that proposer will contribute to the retirement benefits per non-managerial employee.	_____ per hour
List all eligibility criteria (minimum length of time employed, minimum number of hours worked per week, and any other requirements) to qualify for these retirement benefits.	
Percentage of Non-Managerial Employees that will receive retirement benefits during the first year of operation.	_____ Percent

Please provide detailed calculations on how you arrived at the \$ per hour for Healthcare Benefits and Retirement Benefits. Failure to not provide the calculation may result in this section no being included in the overall calculation on page 6.

11.6 OTHER BENEFITS FOR NON-MANAGERIAL EMPLOYEES

Other Benefits Provided by Company	Check all that Apply	Please list all eligibility criteria for each benefit (minimum length of time employed, minimum number of hours worked per week, etc.)
Full-Time Employees		
Transit Pass		
Paid Parking		
Shift Meal Allowance		
Wellness Program(s)		
Employee Discounts		
Flexible Schedules		
Airport Badging		
Other: _____		
Other: _____		
Part-Time Employees		
Transit Pass		
Paid Parking		
Shift Meal Allowance		
Wellness Program(s)		
Employee Discounts		
Flexible Schedules		
Airport Badging		
Other: _____		
Other: _____		

11.7 EMPLOYMENT CONTINUITY

IMPORTANT NOTE: If the award of this opportunity will result in the operation of four or more units (where the lease(s) for those units were first effective on or after November 25, 2014), the proposer is <u>required</u> to make these commitments.		
	Yes	No
If the award will result in the operation of 1 to 3 units: Proposer agrees to <u>interview</u> qualified, non-managerial, non-supervisory and non-confidential employees from the Port's Employment Continuity Pool, managed by a third-party vendor, before considering applications outside the pool. Proposer also agrees that employees that may be hired from the pool will be retained for a minimum 90-day "trial period."		
If the award will result in the operation of 4 or more units: Proposer agrees to <u>hire</u> qualified, non-managerial, non-supervisory and non-confidential employees from the Port's Employment Continuity Pool, managed by a third-party vendor, before considering applications outside the pool. Proposer also agrees that employees that may be hired from the pool will be retained for a minimum 90-day "trial period."		

11.8 EMPLOYEE TRAINING

<p>Please describe in detail employee training practices, including customer service, merchandise/menu, and store operations training or any other training programs unique to the proposed concepts. For each training practice, please state whether or not employees are paid for the time spent.</p>

1. Average starting wage for non-managerial staff, less current Proposition 1 minimum hourly wage of \$16.09 (section 11.2)
2. Healthcare Contribution* (per hour x 1st year participation)
3. Retirement Contribution* (per hour x 1st year participation)

Total of items 1, 2, and 3 immediately above:

*** Non-Managerial Staff, inputs in sections 11.4, and 11.5**

FORM 8.8

CEP MINIMUM REQUIREMENTS FORM

Company:

The minimum qualifications and requirements for any Proposer responding to this CEP shall be as follows:

1. At least eighteen (18) months of experience in food service, retail, and/or service operations at airports, transportation facilities, shopping centers, or business districts. Such prior experience must be with operations of similar complexity generating a sales volume of similar size to that being proposed.
2. Must never have had an agreement terminated for cause. Yes No
3. Must be fully compliant with the City of SeaTac Proposition I (Prop I) and demonstrate such by answering these questions:
 - A. Do you currently operate a business covered by City of SeaTac Proposition I (Prop I)?

 Yes No
 - B. If the answer to question 3A is “Yes”, please state whether you have provided your employees with wages and benefits that met or exceed the requirements of Prop I since January 1, 2014.

 Yes No
 - C. If the answer to 3B is “No”, please state how you have otherwise addressed the requirements.

If you have not addressed, in the sole opinion of the Port, the required employee wages and benefits extending back to January 1, 2014, your firm will be disqualified from participating in this Lease Group process.

4. The Port has significant proprietary interest in the success of the ADR program and so it is in the Port's economic interest to eliminate disruptions to its tenants' operations due to labor disputes that can also negatively impact customers using the Airport as well as airline operations. Therefore:
 - A. All non-exempt Proposers (exempt Proposers are defined in the next paragraph) must submit a letter on the Proposer's letterhead using the sample language provided in **Exhibit 3** with their Proposal confirming that they have a Labor Peace Agreement with a local labor organization with clear jurisdictional scope with respect to currently represented employees or employees the labor organization seeks to represent in the Port's ADR program. This letter must include signatures from a senior officer of the Proposer's firm and the local labor organization. The details of a Labor Peace Agreement are between the Proposer and applicable labor organization. Thus, the Proposer should not submit their Labor Peace Agreement to the Port. A collective bargaining relationship is not required to comply with this provision. This requirement is intended to insure the Port's ADR program is free from labor-related disruption of services both to the ADR program and the general operation of the Airport.
 - B. Small businesses (as determined by the U.S. Small Business Administration criteria), that will have 35 or fewer badged airport employees at the Airport, with the award of any package(s) in this solicitation, will be exempt.
5. Acknowledgement of all Addendum(s) if applicable.

I hereby certify that the above statements are true and correct to the best of my knowledge. I understand that a false statement may disqualify my submittal from the Lease Group 5 evaluation process.

Date:

Name:

Company:

Title:

Signature:

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FOR EXAMPLE, IF THE PROPOSER IS A JOINT VENTURE, PROPOSAL FORM(S) MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE JOINT VENTURE (NOT JUST ONE OF THE JV MEMBERS) AND THE INDIVIDUAL SIGNING SHOULD BE SIGNING IN HER/HIS CAPACITY AS IT RELATES TO THE JV (NOT A JV MEMBER).

EXHIBIT 6
INVESTMENT INCENTIVE PAYMENT AGREEMENT

THIS INVESTMENT INCENTIVE PAYMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2019 by and between the Port of Seattle (the "Port"), and _____, a _____, ("Proposer").

Recitals:

1. The Port has a strong financial interest in procuring qualified and capable businesses to successfully build out and operate dining or retail establishments at the Airport, and the Port has a proprietary interest in preventing disruptions due to labor disputes at the Airport, which would have significant negative impacts on airport operations, the traveling public, dining and retail services, and revenue under the ADR program.
2. Proposer wishes to submit a Proposal in response to the Port's CEP# _____ (the "CEP").
3. As a pilot program for Lease Group 5 only, the Port is offering an investment incentive payment in the amount of \$5000 to each unsuccessful proposer that is deemed Responsible and that submits a fully Responsive and Competitive proposal for the CEP opportunity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services and Port Use of Non-Proprietary Concepts and Ideas.**
 - a. Proposer agrees to submit a Proposal in response to the CEP. To be eligible for an Investment Incentive Payment, all of the following must apply:
 - i. The Port must not have canceled the CEP before proposals were due;
 - ii. Proposer must have submitted a Proposal with an executed Investment Incentive Payment Agreement to the Port by the due date and time specified in the CEP;
 - iii. the Proposal must not be a proposal selected by the Port for award of the Lease and Concession Agreement;
 - iv. the Proposer must be deemed Responsible by the Port;
 - v. the Proposal must be deemed Responsive and Competitive by the Port; and
 - vi. the Proposer must not have already received (or be in the process of receiving) an Investment Incentive Payment as a result of a separate unsuccessful proposal submitted for a different CEP as part of Lease Group 5.

- b. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the CEP.
 - c. In consideration for paying the investment incentive payment, Proposer grants the Port the non-exclusive right to use any non-proprietary concepts and ideas contained in the unsuccessful Proposals in connection with any Lease and Concession Agreement executed as a result of this CEP or with any subsequent procurement, without any obligation to pay additional compensation to the Proposer.
- 2. **Term.** Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Lease and Concession Agreement for the relevant CEP or until one year from the date of the execution of this Agreement, whichever occurs first. Services are authorized to commence effective upon the execution date of this Agreement and Proposal, and they are due by the dates set forth in the CEP.
- 3. **Compensation and Payment.**
 - a. Compensation payable to Proposer for the services described herein shall be in the amount of \$5,000.
 - b. If the Port awards the Lease and Concession Agreement to Proposer, Proposer will not be entitled to compensation hereunder.
 - c. Payment will be owing hereunder only after the Proposer has been deemed by the Port to be Responsible, and the unsuccessful Proposal has been deemed to be Responsive and Competitive, and will be made within 45 days after execution of the Lease and Concession Agreement between the Port and a different proposer, after receipt of a proper invoice submitted to the Port under this paragraph 3(c). The invoice must be accompanied by a letter stating that the Proposer agrees with the terms of this Agreement. Such invoice may not be submitted until one business day after the earlier to occur of (i) execution of the Lease and Concession Agreement between the Port and a different proposer, and (ii) cancellation of the procurement after proposals were due. The Port will advise Proposer when said Lease and Concession Agreement is executed.
 - d. This Agreement involves the submission of a Proposal by Proposer that must be received by the due date set forth in the CEP and determined Responsive and Competitive by the Port, as well as that the Proposer must be determined to be Responsible, all of which are conditions of payment.
- 4. **Indemnities.**
 - a. The Proposer shall indemnify, protect and hold harmless the Port and its commissioners, directors, officers, employees and contractors from, and Proposer shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity of, by or in favor of or awarded to any third party arising in whole or in part from the negligence or willful misconduct of Proposer or any of its agents, officers, employees, representatives or subcontractors or breach of any of Proposer's obligations under this Agreement.

- b. Furthermore, if any claim or suit is caused by or results from the concurrent negligence of Proposer or its agents, officers, employees or representatives, this indemnity provision shall be enforceable only to the extent of Proposer's negligence or the negligence of Proposer's agents, officers, employees, representatives or subcontractors.

5. Compliance with Laws.

- a. Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to the Port during this procurement process, are, upon their receipt by the Port, the property of the Port and are subject to the Washington Public Records Act.
- b. Proposer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- c. Proposer covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- 6. Early Termination.** This Agreement may be terminated by the Port in whole or in part at any time termination is in the interest of the Port. No payment will be owing by the Port in the event of any such termination, except as provided in paragraph 3 above.

- 7. Assignment.** Proposer shall not assign this Agreement without the Port's prior written consent. Any assignment of this Agreement without such consent shall be null and void.

8. Miscellaneous.

- a. Proposer and the Port agree that Proposer, its team members, and their respective employees are not agents of the Port as a result of this Agreement.
- b. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
- c. This Agreement, together with the CEP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the CEP, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.
- d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Washington, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall



be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

- e. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and the venue for any action to enforce this Agreement shall be in King County Superior Court or the U.S. District Court for the Western District of Washington.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

PORT OF SEATTLE

By: _____

Name: _____

Title: _____

[insert Proposer's name]

By: _____

Name: _____

Title: _____



Investment Incentive Payment INVOICE

Company:	
Address:	
Phone:	
Fax:	
Contact:	
Email:	

Invoice Date:

Payment Terms: Due within 45 Calendar Days after execution of the Lease and Concession Agreement or after cancellation of the CEP after proposals were due.

Invoice #	
Job Reference:	

Bill to:
Port of Seattle
P.O. Box 1209
Seattle, WA 98111

DESCRIPTION	PRICE
Investment Incentive Payment for unsuccessful proposal for CEP# _____	\$5,000

Subtotal	\$5,000
Sales Tax	None
Total	\$5,000

Make checks payable to _____

COMPANY MUST INCLUDE A W-9 WITH THIS INVOICE