

Pasco, Washington

TRI-CITIES AIRPORT

AMENDED

REQUEST FOR PROPOSALS
TERMINAL AUTOMOBILE PARKING CONCESSION

Proposal Due Date: October 26, 2018, by 3 pm local time

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EXHIBITS

- A. Parking Plan
- B. Parking Equipment Inventory
- C. Parking Rates
- D. Historical Parking Revenues and Passenger Enplanements
- E. Sample Terminal Automobile Parking Concession Agreement (“Sample Concession Agreement”)

This Amended Request for Proposals shows adjustments in the minimum required concession percentages listed in the initial RFP, dated August 27, 2018. See page 18 for the amended minimum percentage requirements.

I. INSTRUCTIONS TO PROPOSERS/REQUEST FOR PROPOSAL (RFP)
PROCESS

A. PURPOSE

The purpose of these Instructions is to furnish general information to prospective proposers concerning the proposing and awarding of automobile parking concession privileges at the commercial passenger terminal building at Tri-Cities Airport (a facility owned and operated by the Port of Pasco in Pasco, Washington). The Port of Pasco is a municipal corporation organized under laws of the State of Washington. These Instructions are not intended to completely define the proposed contractual relationship to be entered into by the Port with the successful proposer. Proposers are referred to the attached Sample Concession Agreement which the Port may enter into with the successful proposer. The final agreement will be similar in form to the attached sample. The Port reserves the right to make changes prior to the final RFP Addendum at its sole discretion.

The Port desires to enter into an agreement for the purpose of providing for the operation of first-class, public automobile parking concessions adjacent to the commercial passenger terminal building at Tri-Cities Airport. Concessions shall operate parking services to the traveling public as stated in the attached Sample Concession Agreement.

The Port will review and evaluate each proposal to determine whether the proposal has been submitted in accordance with these Instructions to Proposers. The Port may in its sole discretion deem proposals not submitted in accordance with these Instructions to be non-responsive, and may reject all non-responsive proposals.

The Port reserves the right, in its sole discretion, to reject all or portions of any or all proposals, to waive or resolve irregularities and technicalities, to re-advertise or to proceed to procure automobile parking services otherwise in the best interest of the Port of Pasco and Tri-Cities Airport. The Port may seek additional information or perform investigations of proposers and the proposal documentation they provide, as it deems necessary. The Port may, at its sole discretion, modify or amend any and all provisions herein, as documented by RFP Addenda issued to all registered proposers.

B. AIRPORT BACKGROUND INFORMATION

Tri-Cities Airport is classified by the FAA as a non-hub commercial service airport with approximately 374,843 passenger enplanements in calendar year 2017. Current scheduled airline service is provided by United Air Lines to Denver and San Francisco, Delta Air Lines to Salt Lake City, Seattle and Minneapolis, Alaska Airlines to Seattle and Portland and Allegiant Airlines to Phoenix and Las Vegas with seasonal service to Los Angeles. Current flight schedules for each airline operating at the Airport are available at their individual websites.

In February 2009, the Port executed a terminal automobile parking concession agreement with Republic Parking System, Inc. for a term of five years. At the end of that agreement, in February 2014, Republic Parking was, again, awarded the terminal automobile parking concession through January 31, 2019. Prior to these agreements, parking facilities were operated by AMPCO System Parking, Inc. The new agreement is expected to commence on February 1, 2019 with a term of five years. Historical parking revenues, concession fees and passenger enplanements for the past five years are provided in Exhibit D. Gross Parking Receipts provided in Exhibit D exclude credit card discount fees and sales tax.

C. TRI-CITIES AIRPORT PARKING PLAN (automobile parking facilities - See Exhibit A)

Public automobile parking facilities at the Airport are located with convenient access southwest of the terminal building. Facilities include a short term lot consisting of 191 spaces, a long term lot consisting of 1,228 spaces located further southwest of the short term lot and a credit card parking lot consisting of 110 spaces (with a total of 1,529 spaces). Additional information regarding the Airport's parking operation is available at the Airport's website flytricity.com. Parking facilities designated in the Sample Concession Agreement include all parking equipment owned by the Port and available for the Concessionaire's use for the parking operation. A complete list of this equipment is provided in Exhibit B of the RFP and the Sample Concession Agreement. The non paid, non revenue employee parking lot located adjacent to the terminal building, as outlined in green on Exhibit A, will also be managed by the Concessionaire.

Airport public parking lots are required to operate for 24 hours a day, 7 days a week, 365 days a year. Current parking rates are provided in Exhibit C of the RFP and the Sample Concession Agreement.

Concessionaire is to follow its established security procedures for handling all receipts and deposits. Concessionaires are to use their existing credit card affiliations. As indicated in the RFP and Sample Concession Agreement, credit card fees and “sales-related taxes” paid by the Concessionaire are deductible from gross revenues for the purpose of calculating concession fees paid to the Port. However, Concessionaire is responsible for paying the leasehold excise tax without deduction from gross receipts. The Concessionaire is also required to pay personal property tax on the personal property owned and used by the Concessionaire at the parking facility as well as Business and Occupancy Tax paid to the State in lieu of income tax (neither is deductible from gross revenues for the calculation of concession fees).

Airport management also validates a very limited number of parking tickets.

D. PRELIMINARY SCHEDULE FOR AMENDED RFP PROCESS

The following schedule is preliminary and subject to change:

1. Amended RFP issue – October 12, 2018
2. Proposer written questions due – October 17, 2018, 3 pm
4. RFP Addendum #1 issued (responses to questions) – October 19, 2018
5. Proposals/Bids due – October 26, 2018 by 3 pm local time
6. Short list proposers interviewed (if necessary) – week of October 29
7. Recommended selection to Port Commission – November 8, 2018

Delivery of questions/comments by electronic mail in Adobe Acrobat (pdf) or Microsoft Word (doc) file format is preferred, but U.S. Mail and express delivery will be accepted as long as due date requirements are met. Please address questions/comments to:

By electronic mail (preferred):
taraw@portofpasco.org

By U.S. Mail or express delivery:
Tara White,
Airport Business Manager
Tri-Cities Airport
3601 North 20th Avenue
Pasco, Washington 99301

The Airport will provide written responses by electronic mail to all properly submitted proposer questions/comments and issue any RFP Addenda no

The Port reserves the right to extend the proposal submittal date if needed. It is the responsibility of each proposer to properly register as a proposer of record for purposes of receiving RFP documentation, question/comment/clarification responses from the Port, Addenda and any other pertinent information. All changes and/or clarifications will be distributed to all proposers of record in the form of Addenda and posted on the website. A list of pre-proposal conference attendees and others who have been issued Request for Proposal documents will be made available upon request.

To register as a proposer of record, please email the following information to Tara White, Airport Business Manager, at taraw@portofpasco.org:

Company Name
Contact Person
Email Address
Mailing Address
Telephone Number

E. TERM

The term of the Sample Concession Agreement shall be for a five-year term (subject to termination upon full payment of the Bonds). The term will commence as set forth in the Sample Concession Agreement but is expected to begin on February 1, 2019.

F. MINIMUM QUALIFICATIONS

In order to ensure a high level of service to the traveling public, the Port will only consider proposals from organizations with experience in the operation of public automobile parking facilities at airports. Therefore, each proposer must demonstrate that (a) it has been engaged in the airport terminal automobile parking business for at least five (5) years and (b) it has produced gross parking revenues of at least \$5,000,000 in each of those five (5) years. Proposals from proposers who fail to meet these Minimum Qualifications will not be considered.

G. COMPENSATION

Compensation to the Port shall be the greater of the Minimum Monthly Guarantee or the percentage of Gross Revenues indicated in the Sample Concession Agreement for each year of the term. The Minimum Monthly Guarantee shall be paid by the first calendar day of the month, and each month thereafter throughout the term of the Concession Agreement. If the percentage fee is higher than the Minimum Monthly Guarantee, the difference between the percentage fee and the Minimum Monthly Guarantee shall be paid to the Port by the 15th calendar day of the succeeding month.

No adjustments or credits will be refunded at the end of each month. The Minimum Monthly Guarantee is a monthly obligation and compensation will not be annualized at the end of each year to result in a credit for any individual month.

H. MINIMUM SERVICES AND OPERATING REQUIREMENTS

1. Service shall be prompt, courteous and efficient. Operator shall employ at all times, a locally resident manager and sufficient number of personnel necessary to assure prompt service. The manager's primary tasks shall be managerial, customer service and administrative. Occassionally, the manager covering as a cashier would be acceptable on an as-needed basis to cover breaks and vacations. The Port would not expect the manager to be regularly-scheduled to work as a cashier.
2. Concession operations shall be provided and staffed on a 24 hours a day, 7 days a week, 365 days a year basis.
3. All equipment (including any software) used in the parking operation shall be maintained and updated (as needed) in such a manner to ensure an efficient and continuous operation with only minimal interruptions due only to circumstances outside the Concessionaire's control.
4. A full-time, experienced manager shall be designated and fully authorized to represent and act on behalf of the proposing entity in all matters pertaining to its business operation.
5. Responsible and professional conduct, demeanor and appearance (properly uniformed/identified) of the Concessionaire's officers, agents, employees, suppliers and representatives shall be observed at all times.
6. The concession premises shall be kept in a clean, neat, businesslike and orderly condition at all times and the Concessionaire shall provide for timely disposal of trash and debris. Concessionaire is permitted to dispose of trash in a Port provided unit.
7. Operator shall submit to the Port for approval, on or before commencement date of any agreement, detailed written operating, security and revenue control procedures. The Port shall have a minimum of fourteen (14) days to review such procedures before implementation. The Concessionaire is not required to provide security personnel.
8. Operations shall fully comply with all Department of Homeland Security (DHS), Transportation Security Administration (TSA) and Federal Aviation Administration (FAA) regulations, including security requirements and Airport Rules and Regulations. Specifics regarding

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requirements of federal regulations can be obtained by proposers at
www.faa.gov.

I. UTILITIES AND MAINTENANCE

The Port will provide at its expense and pay for all electric power, water, sewer and garbage disposal charges that the Concessionaire will use in its operations, including but not limited to electricity for lighting. The Port will keep at its expense all utility equipment and improvements in good operating condition and repair including electric lighting, lighting fixtures, lamps, wiring and connections for electrical power. The Concessionaire will provide at its sole expense and pay for all other utility charges it incurs in its operations, including telephone, internet, data transmission and security.

The Port will maintain all parking lot pavements, curbs, gutters and other infrastructure at its expense. The Concessionaire will maintain at its expense all equipment owned by the Port and any other equipment, improvements and signage it owns. The Concessionaire will determine if updates to the Port's revenue control software are needed for operating efficiency and will install such updates at its expense. Ownership of any updates will vest with the Port. The Concessionaire will ensure that all rubbish, trash and other waste material is out of sight and properly disposed. The Port will provide snow removal services on roads and parking lots while the Concessionaire will provide and apply ice melt at gate entrances, ticket dispensers and other appropriate areas when weather conditions warrant.

Further details of the Port's and the Concessionaire's utility and maintenance responsibilities are provided in the Sample Concession Agreement.

J. ADDITIONAL PARKING FACILITY EQUIPMENT/IMPROVEMENTS

The successful proposer will be required to acquire and install (at its sole expense) any additional equipment not provided by the Port or any other improvements (including signage) that the Concessionaire deems necessary for the efficient operation of a first-class concession. All plans and specifications, materials and color selections are subject to review and approval by the Port.

The current parking access and revenue control system was installed in May 2016. The PC Parktrack Inventory is the equipment utilized for License Plate Inventory (LPI). Each component of the current on-site parking access and revenue control equipment is PCI compliant. There are no Port provided service vehicles.

K. PERFORMANCE BOND

The successful proposer shall maintain in effect at all times during the term of the agreement, a valid corporate performance bond, or such other acceptable surety in the Port's sole discretion in an amount equal to three (3) months of the Minimum Monthly Guarantee included in the Sample Concession Agreement. An annually renewable performance bond in the amount equal to three months of the MMB is acceptable.

L. INSURANCE

The successful proposer shall maintain in effect at all times during the term of the agreement, a comprehensive general liability insurance policy, including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage and personal injury coverage of not less than \$2,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage, protecting Port, its agents, and Concessionaire against any liability whatsoever occasioned by any occurrence related to or arising out of the Agreement. Concessionaire's Workers' Compensation insurance must also meet statutory requirements.

See the attached Sample Concession Agreement for insurance details. The Port may reasonably require other insurance.

M. AWARD OF CONCESSION AGREEMENT

The Concession Agreement will be awarded to the most qualified proposer who submits the proposal most favorable to the Port based upon the evaluation criteria and minimum requirements. The attached Sample Concession Agreement is preliminary and subject to change by the Port until issuance of the final RFP Addendum.

The successful proposer will furnish the Port with a performance bond and certificates of insurance no later than February 1, 2019 and an executed agreement within fourteen (14) calendar days of receipt of such agreement from the Port.

N. CONFIDENTIALITY OF RECORDS

Proposers must identify each portion of their proposals which they deem confidential, or which contain proprietary information, patents, copyrights or trade secrets. Proposers must provide justification of what materials, upon request, should not be disclosed by the Port. Tri-Cities Airport is owned and operated by the Port of Pasco, a municipal corporation organized under the laws of the State of Washington, and as such, its records are subject to disclosure to the public under the Washington Public Records Act [RCW 42.56]. Notwithstanding any provision herein to contrary, the Port may disclose or produce any proprietary information, patents, copyrights or trade secrets it is required to disclose or produce by formal discovery request, subpoena, court order, governmental action or pursuant to the Washington Public Records Act. The Port may use or disclose the data submitted by each proposer for any purpose, unless its use is so identified and restricted by a proposer. The proposers' opinions of proprietary information are not binding on the Port. If the Port receives a public records request for information, patents, copyrights, or trade secrets ("Information") that the Port in its sole determination and discretion determines is not exempt from disclosure under the Washington Public Records Act ("PRA"), the Port shall promptly notify the Proposer of the request under the PRA, and give the Proposer the opportunity to obtain an order enjoining such disclosure at Proposer's expense. Port will endeavor to give 10 days notice of such request to Proposer. Such notice shall be the sole obligation of Port in regard to such records request.

II. PROPOSAL SUBMITTAL INFORMATION AND REQUIREMENTS

A. PROPOSAL SUBMITTAL

Proposals must be received at the Airport Administration Office on or before Friday, October 26, 2018 at 3 pm local time. Receipt of proposals by electronic mail in Adobe Acrobat (pdf) or Microsoft Word (doc) file format at taraw@portofpasco.org is preferred. (The bond or cashier's check can be sent separately and the rest of the proposal can be submitted electronically. The bond/cashier's check must be received by the due date, along with the proposal.) Wherever required, electronic signatures are acceptable. However, receipt by U.S. Mail or express delivery will also be accepted at:

Tara White
Airport Business
Manager
Tri-Cities Airport
3601 North 20th Avenue
Pasco, Washington 99301

Properly submitted proposals will be opened at the Airport Administrative Offices no later than October 31, 2018. Proposers may request and receive results of Concession Fee Percentages and Minimum Monthly Guarantee amounts proposed by all proposers. As further documented in this RFP, proposers are advised that the above financial criteria are not the only criteria that will be used by the Port to evaluate proposals. The Port is committed to obtaining a contractor that will provide parking concession services that are in the best interests of the Port with all operating aspects considered.

Proposers, to be considered by the Port, must submit all of the following:

1. The Proposal Checklist
2. Completed and signed Proposal Letter with the associated Attachment A
3. A proposal surety of Five Thousand Dollars (\$5,000) payable to Tri-Cities Airport
4. Completed Qualifications and Experience Questionnaire with all attachments necessary to answer all questions and provide all information requested
5. If applicable, copies of all Addenda that have been issued by the Port.

Proposers must respond to all of the requirements of the applicable specifications herein. If a proposer fails to do so, their proposal may be deemed non-responsive and may be rejected by the Port on that basis. After proposal submittal, proposers may not withdraw their proposals until a final Concession Agreement has been fully executed by the successful proposer.

B. PROPOSAL SURETY

Each proposer shall submit to the Port with its Proposal, a Proposal Surety, in the form of a certified check, cashier's check or other acceptable collected funds payable to the Tri-Cities Airport in the amount of Five Thousand Dollars (\$5,000).

Proposal sureties are required as a guarantee that the successful proposer will execute a formal agreement with the Port. Proposal sureties of all unsuccessful proposers shall be returned as soon as the successful proposer has been determined and the Concession Agreement is executed, or, in the event that all proposals are rejected, within ten (10) days after the date of rejection.

The Proposal Surety of the successful proposer will be held to guarantee execution of the Concession Agreement and the furnishing of required insurance and a Performance Bond. The Proposal Surety may be retained by the Port as liquidated damages in the event that such proposer fails to execute an agreement or to furnish said insurance and Performance Bond. The Proposal Surety will be returned to the successful proposer after execution of an agreement and delivery of said insurance and Performance Bond.

C. PROPOSAL REJECTION AND DISQUALIFICATION

The Port, in its sole discretion, reserves the right to resolve irregularities and to reject or disqualify any or all proposals. The following list of disqualifying events is not exhaustive but includes:

1. Failure to provide complete documentation as required
2. Evidence of collusion
3. Default or termination of other contracts
4. Lack of reasonable ability to operate as proposed
5. Omissions or fraudulent statements
6. Current or past outstanding overdue debts to the Port
7. Other causes as deemed relevant by the Port in its sole discretion.

III. PROPOSAL EVALUATION

A. EVALUATION CRITERIA

An evaluation committee will review the merits of proposals in accordance with the evaluation criteria listed below. Failure to provide information requested in this RFP may result in disqualification of a proposal. The sole objective of the selection committee will be to evaluate the responsiveness of each proposer to requirements of the RFP and the committee's determination as to which proposal is in the best interest of the Port. Proposals will be evaluated based on:

1. The sum total of the Minimum Monthly Guarantees and Concession Fee Percentages proposed for the five-year term of the Concession Agreement (30 points)
2. Previous background and experience of proposers with respect to the Minimum Qualifications (20 points)
3. Quality of the proposer's operating performance and their compliance with operating requirements and conduct at other airports with similar parking concession activities (10 points)
4. Adequacy of the proposer's parking revenue control procedures to be provided by the proposer in the Qualifications and Experience Questionnaire (10 points)
5. Previous background or history of default or arrearage in previous or existing agreements with the Port (5 points)
6. Previous background or history of default, arrearage or inadequate performance in previous or existing agreements with other airports.(5 points)
7. Previous background and history of employment practices such as wages, salary and benefits offered to company employees. We would like to see the specific wage and benefit package for each level of employee. (20 points)

B. PROPOSER RESPONSIBILITY

Proposers are required to confirm, by electronic mail on a timely basis, their receipt of all documents and communications regarding this RFP sent to proposers by the Port.

Should a prospective proposer find a discrepancy, or discrepancies in, or omissions from the Instructions to Proposers, the Sample Concession

Agreement, or any drawings/exhibits relating thereto, or should a proposer be in doubt as to their meaning, proposer shall at once notify the Port in writing, who will then develop any necessary clarifications or Addenda. The Port will not be responsible for any oral instructions or interpretations given by or to anyone whomsoever.

Proposers are expected to familiarize themselves with the parking lot facilities/locations, parking lot equipment to be provided by the Port and used by the selected operator and any other equipment/facilities located within, or adjacent to, the public parking lot areas.

Any person, firm, entity, joint venture or corporation desiring to submit a proposal for the operation of the public parking lot facilities shall examine the terms of these Instructions to Proposers, Sample Concession Agreement and other relevant materials and shall judge for themselves all the circumstances and conditions affecting their proposal. Failure on the part of any proposer to make such thorough examination or to thoroughly investigate the facilities and requirements of the proposal shall not be grounds for a declaration that the proposer did not understand the proposal package or was not adequately informed to provide a responsive proposal.

Proposals may be disqualified by the Port if the proposer is in default or arrearage or has a history of defaults or arrearage under any previous or existing agreement with the Port or if any unresolved monetary claims by the Port exist against the proposer or if proposer is unable to evidence financial capabilities.

The Port cannot predict the effect that future air carrier expansions, contractions or relations will have on future concession activity under any agreement. Each proposer is cautioned, therefore, to use its discretion, knowledge of current events in the industry and overall experience in airport public parking operations when proposing.

C. REQUEST FOR CLARIFICATIONS, ADDITIONAL INFORMATION AND RESOLUTION OF IRREGULARITIES BY THE PORT

In the event the Port desires additional information or clarification regarding any proposal, the Port may request such information from proposer or, at its option, elect to interview one or more of the proposers. Interviews will be based on the Request for Proposals and information provided in proposer's proposal as well as other information requested by the Port. The Port will only conduct interviews if it deems necessary. The Port will resolve any

proposal irregularity at its sole discretion.

IV. DOCUMENTS AND ITEMS TO BE SUBMITTED WITH THE PROPOSAL

This section includes the (A) Proposal Checklist, (B) Proposal Letter with the associated Attachment A and (C) Qualifications and Experience Questionnaire that are required to be included in the proposal each proposer submits to the Port for the Terminal Automobile Parking Concession operation at the Tri-Cities Airport. This section of the RFP is provided in Microsoft Word (doc) file format (as well as Adobe Acrobat (pdf) file format) to facilitate the efficiency of proposal preparation and submission. Proposals that do not include these three documents (as well as any/all RFP Addenda Sheets and the Proposal Surety, may be considered non-responsive by the Port.

A. CHECKLIST OF ITEMS TO BE COMPLETED AND SUBMITTED WITH THE PROPOSAL.

The following documents are to be completed, fully executed (as appropriate, electronic signatures are acceptable) and returned as major components of your proposal:

1. This Proposal Checklist (___)
2. Proposal Letter with Attachment A (___)
3. Qualifications and Experience Questionnaire (___)
4. RFP Addenda Sheet(s) (___) (if any were issued by the Port)
5. Proposal Surety (___) - Cashier's check, certified check or other acceptable collected funds payable without condition to Tri-Cities Airport, in the amount of Five Thousand Dollars (\$5,000).
6. Additional proposal Information and marketing materials such as other relevant business experience, additional references, awards and history (optional, as the proposer deems appropriate).

B. PROPOSAL LETTER - The following Proposal Letter, without text revisions and with a completed Attachment A, MUST be included in your proposal:

Buck Taft
Airport Director
Tri-Cities Airport
3601 North 20th Avenue
Pasco, WA 99301

Dear Mr. Taft:

The undersigned, having examined the Instructions to Proposers, the Sample Terminal Automobile Parking Concession Agreement, and any and all related documents for the proposed terminal public automobile parking operation concession at Tri-Cities Airport (Pasco, Washington) and having become sufficiently familiar with the proposed public parking facilities and equipment therefor and conditions of operation thereof, hereby proposes to pay monthly to the Tri-Cities Airport during the five-year term of the Terminal Automobile Parking Concession Agreement, the greater of the Minimum Monthly Guarantee (MMG) or the Percentage Concession Fees of its monthly "Gross Receipts" (as defined in the Sample Concession Agreement) for each year of the five-year term as indicated in Attachment A to this Proposal Letter.

We understand that the Port's minimum requirements for proposed Concession Fee Percentages and MMG amounts for each year of the agreement term are as follows:

	<u>Percentage of Gross Receipts to PSC</u>	<u>Minimum Monthly Guarantee</u> \$70,000
Gross Receipts:		
\$0 - \$750,000	55%	
\$750,001 - \$900,000	100%	
\$900,001 - \$1,000,000	95%	
\$1,000,001 - \$1,500,000	93%	
\$1,500,001 and over	94%	

The undersigned agrees to execute the Terminal Automobile Parking Concession Agreement included in RFP documents, as amended in the final RFP Addenda. Attached hereto is a certified cashier's check (or other acceptable collected funds) in the amount of Five Thousand Dollars (\$5,000) payable without condition to the Tri-Cities Airport, which may be retained by the Port as liquidated damages, and not as a penalty, in the event of failure of the undersigned to execute the Terminal Automobile

Parking Concession Agreement and otherwise to comply with the Instructions to Proposers.

The undersigned hereby acknowledges receipt of the Sample Terminal Automobile Parking Concession Agreement, the Instructions to Proposers for the Terminal Automobile Parking Concession and the Addenda related thereto, and that the same have been reviewed prior to the offer of this proposal. The undersigned has examined the public automobile parking lot facilities adjacent to the terminal building at Tri-Cities Airport to be devoted by the Port to this privilege and the physical layout and the plans depicting of such premises (RFP Exhibit A) have been inspected by the undersigned, who has become thoroughly familiar herewith along with the proposed method of operation for this concession. By submission of this proposal, the undersigned further:

- (a) Acknowledges that the Port cannot predict the effect that future air carrier expansions, contractions or relations will have on future concession activity under any agreement and that all proposers have been cautioned, therefore, to use their discretion, knowledge of current events in the aviation industry and overall experience in airport public parking operations when proposing; and
- (b) Acknowledges the right of the Port in its sole discretion to resolve any irregularities or reject any or all proposals submitted, and that an award may be made to a proposer other than the highest monetary proposer if all other conditions and requirements are not met and the Port has determined that any higher monetary proposals are not in the best interests of the Port; and
- (c) Acknowledges and agrees that the discretion of the Port in selection of the successful proposer shall be final and not subject to review or attack; and
- (d) Acknowledges that this proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the proposer acknowledges that the Port has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this proposal and related documents, and authorizes release to the Port of any and all information sought in such inquiry or investigation.

Dated at _____
this _____ day of _____, 2018.

Physical address, electronic mail address and telephone number of proposer:

Signature of proposer authorized to execute and commit the proposing entity to the
Concession Agreement:

If an individual: _____
Doing business as: _____

If a partnership: _____
Doing business as: _____
By (General Partner): _____

If a corporation: _____
By: _____
Title: _____
(notarized seal is required to be affixed to this Proposal Letter)

If a limited liability company: _____
By: _____
Title: _____

ATTACHMENT A TO PROPOSAL LETTER

	Proposed of Monthly to Airport	Proposed Percentage Minimum Gross Receipts Guarantee
<u>Agreement Year 2019-2020</u>		\$ _____
Receipts:		
\$0 - \$750,000	_____ %	
\$750,001 - \$900,000	_____ %	
\$900,001 - \$1,000,000	_____ %	
\$1,000,001 - \$1,500,000	_____ %	
\$1,500,001 and over	_____ %	
 <u>Agreement Year 2020-2021</u>		 \$ _____
Gross Receipts:		
\$0 - \$750,000	_____ %	
\$750,001 - \$900,000	_____ %	
\$900,001 - \$1,000,000	_____ %	
\$1,000,001 - \$1,500,000	_____ %	
\$1,500,001 and over	_____ %	
 <u>Agreement Year 2021-2022</u>		 \$ _____
Gross Receipts:		
\$0 - \$750,000	_____ %	
\$750,001 - \$900,000	_____ %	
\$900,001-\$1,000,000	_____ %	
\$1,000,001 - \$1,500,000	_____ %	
\$1,500,001 and over	_____ %	
 <u>Agreement Year 2022-2023</u>		 \$ _____
Gross Receipts:		
\$0 - \$750,000	_____ %	
\$750,001 - \$900,000	_____ %	
\$900,001 - \$1,000,000	_____ %	
\$1,000,001 - \$1,500,000	_____ %	
\$1,500,001 and over	_____ %	
 <u>Agreement Year 2023-2024</u>		 \$ _____
Gross Receipts:		
\$0 - \$750,000	_____ %	
\$750,001 - \$900,000	_____ %	
\$900,001 - \$1,000,000	_____ %	
\$1,000,001 - \$1,500,000	_____ %	
\$1,500,001 and over	_____ %	

C. QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE

This questionnaire includes three sections (1 - General Proposer Information, 2 - Detailed Qualifications and Experience and 3 - Financial Information) to be completed by each proposer as follows:

1. GENERAL PROPOSER INFORMATION

The proposer hereby certifies that all statements and all answers to questions herein are true and correct. All information requested in this questionnaire MUST be furnished by the proposers and must be submitted with the Proposal Letter. Statements must be complete, accurate and in the form requested.

- a. Name and address of proposer exactly as it should appear on the Terminal Automobile Parking Concession Agreement:

- b. Physical address, electronic mail address and telephone number of proposer, if different from above, for purposes of notice or other communication relating to the proposal and Terminal Automobile Parking Concession Agreement. (If proposer is other than an individual, provide the name of an individual who can answer for proposer):

- c. Proposer intends to operate the public automobile parking concession as a corporation (___); LLC (___); partnership (___); joint venture (___); sole proprietorship (___). Please complete the appropriate entity statement as provided below:

CORPORATION STATEMENT - If a corporation or a corporation-in-information, answer the following:

- i. When incorporated? _____ ii. Where incorporated? _____ iii. Is the corporation authorized to do business in Washington? Yes (___) No (___) If so, as of what date? _____
- iv. Furnish the following information about the principal officers and any shareholders with 5% or more ownership of the corporation:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- v. Name and address of agent for process in the State of Washington:
- _____
- _____
- _____
- _____

LIMITED LIABILITY COMPANY STATEMENT - If a limited liability company (LLC) or an LLC-in-formation, answer the following:

- i. When formed? _____ ii. Where formed? _____ iii. Is the LLC authorized to do business in Washington? Yes (___) No (___) If so, as of what date? _____
- iv. Furnish the following information about the principal officers and any members with 5% or more ownership of the company.

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

- v. Name and address of agent for process in the State of Washington:
- _____
- _____
- _____
- _____

PARTNERSHIP STATEMENT - If a partnership, answer the following:

- i. Date of organization _____
- ii. General Partnership (___) Limited Partnership (___)
- iii. Has the partnership done business in Washington? Yes (___) No (___)
- iv. Name and address of each general partner:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

JOINT VENTURE STATEMENT - If a joint venture, answer the following:

- i. Date of organization? _____
- ii. Has the joint venture done business in Washington? Yes (___)
No (___)
- iii. Name and address of each joint venture:

NAME

ADDRESS

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

SOLE PROPRIETORSHIP STATEMENT - If a sole proprietorship, furnish the following:

- i. Proprietor's name in full: _____
- ii. Address:

- iii. Company name: _____
- iv. Company address:

- v. How long in business under this company name? _____

2. DETAILED QUALIFICATIONS AND EXPERIENCE

For each question below that requires additional space to answer, please provide an attachment, indicate the question number (e.g., "Detailed Qualifications and Experience, question 2a") and restate the corresponding question.

- a. Name of proposer: _____
Address: _____

Electronic Mail Address: _____
Telephone: _____

- b. Provide/Attach documentation of the parking revenue control procedures that you would implement at Tri-Cities Airport using the revenue control system and equipment that the Port is providing for the public parking concession operation (see the Exhibit B Parking Lot Inventory List in the Sample Concession Agreement for details regarding the equipment to be provided).

- c. Number of years proposer has performed airport public parking concession services. If terminal automobile parking service is to be performed by a joint venture or partner, indicate the experience of each party.

Airport public parking experience _____ years.
Indicate beginning and ending years for each party _____.

- d. Describe the nature of your experience in the operation of parking facilities and state the number of persons you currently employ in such operations.
- e. Submit a list of five (5) locations similar to Tri-Cities Airport where you have operated terminal automobile parking facilities within the last five consecutive years, giving the dates of operation for each location and the gross revenues for each operation for the last five years.

- f. Give names, addresses, and telephone numbers for airport landlords, if any, for all operations listed in question 2e above.
- g. Give name, location, and date of all public parking concession operating contracts for airport locations, if any, that have been terminated within the past five years, for any reason, either voluntarily or involuntarily, prior to the expiration of their term; also list any judgments terminating public parking concession agreements operated by you within the past five years. If none, indicate "none" here (_____).
- h. Name and experience of key personnel of proposer:

NAME	TITLE	EXPERIENCE
_____	_____	_____
_____	_____	_____
_____	_____	_____

- i. State the names and discount fee percentages that you pay for your credit card affiliations.
- j. State the number and locations of other public parking facilities you operate in the Tri-Cities area, if any.
- k. State salary/wage ranges for employment positions and benefits offered to employees.

3. FINANCIAL INFORMATION

For each question below that requires additional space to answer, please provide an attachment, indicate the question number (e.g., "Financial Information, question 3a") and restate the corresponding question.

- a. Financial Statements.

All proposers must provide financial statements for their organizations for at least the last two fiscal years. Included therein shall be information naming the principals, their addresses and telephone numbers, and local and regional management personnel and their addresses and telephone numbers. The Port reserves the right to confirm and request clarification of all information provided. Incomplete disclosures may deem a proposal to be non-responsive.

- b. Surety Information. Have you ever had a performance bond or surety canceled or forfeited?

Yes (___) No (___) If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture. Provide information, including name of bonding company or reference, that indicates your ability to qualify for, obtain and submit the Performance Bond that must be submitted to the Port if you are awarded this concession privilege.

- c. Bankruptcy Information. Has the proposing entity or principal owners ever declared bankruptcy?

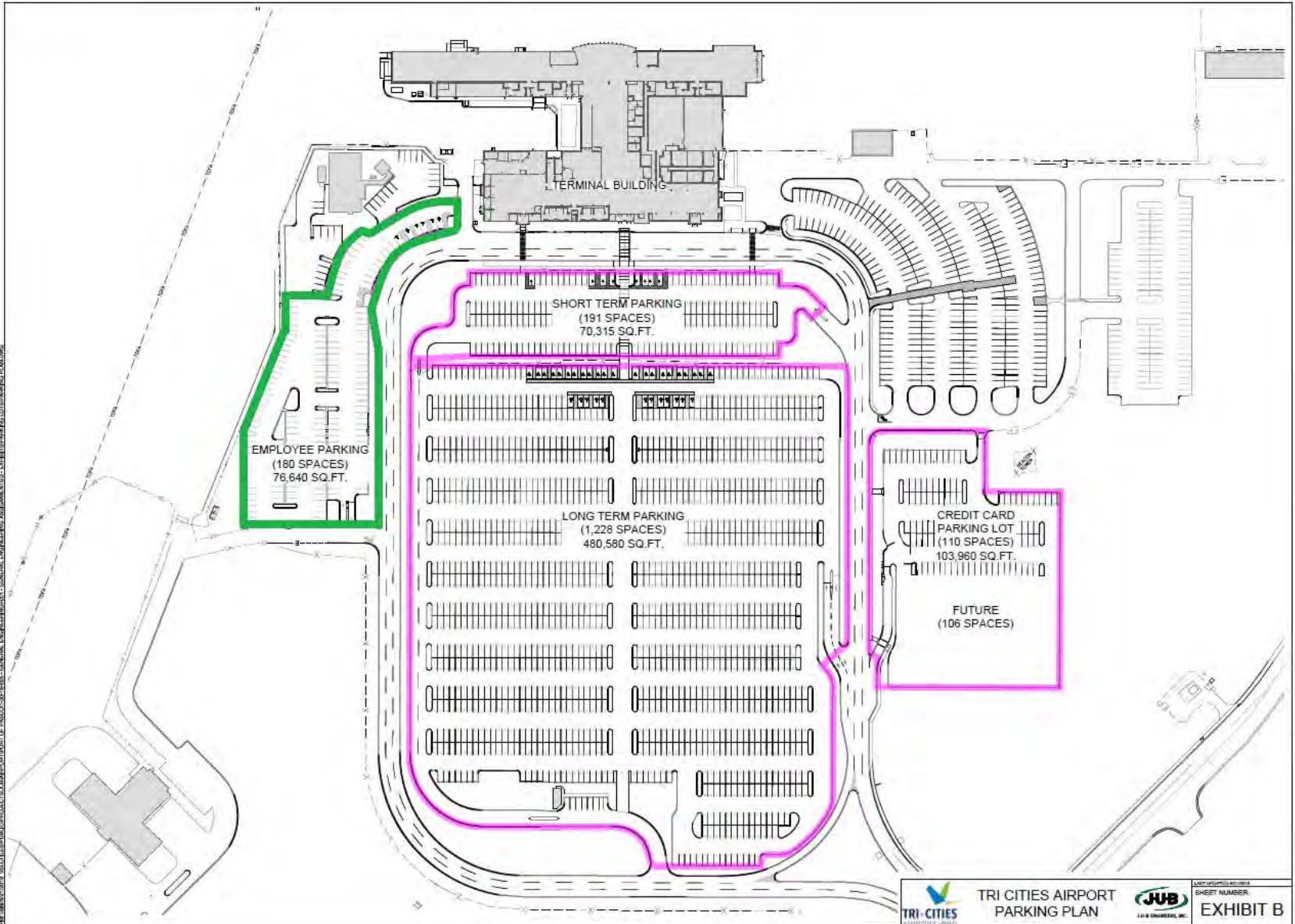
Yes (___) No (___) If yes, give details including date, court jurisdiction, amount of liabilities and amount of assets.

- d. Confidentiality of Records. Proposer should give specific attention to the identification of any portions of their Proposal which they deem confidential, or which contains proprietary information or trade secrets, copyrights, patents or patents pending. Notwithstanding any provision herein to the contrary, the Port may disclose or produce any portions of their Proposal that the Port is required to disclose or produce by formal discovery request, subpoena, court order, governmental action or pursuant to the Washington Public Records Act. The Port may use or disclose the data submitted by each Proposer. The Proposer's opinion of proprietary information is not binding on the Port.

The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary statements attached hereto (name and title of person authorized to issue this Proposal, provide proposer's information and execute the Concession Agreement).

By: _____
Title: _____

THE TRI-CITIES AIRPORT AUTHORITY HAS A PROPERTY OF 1,400 ACRES. GENERAL ENGINEERING ARCHITECTURE CONSULTING ENGINEERS ARCHITECTS



TRI-CITIES AIRPORT
PARKING PLAN



LAST UPDATED: 01/2018
SHEET NUMBER
EXHIBIT B

PSC TERMINAL AUTOMOBILE PARKING EQUIPMENT INVENTORY AVAILABLE
TO PARKING CONCESSIONAIRE

EQUIPMENT TYPE	MANUFACTURER	MODEL	SERIAL #	LOCATION
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053967	LEFT EXIT OFFICE
EXIT COLUMN	DATAPARK	DP-5800/5900	00-160320	RIGHT EXIT BOOTH
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053968	RIGHT EXIT GATE BOOTH
EXIT COLUMN	DATAPARK	DP-5800/5900	00-160321	LONG TERM EXIT
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053974	LONG TERM EXIT GATE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160315	LONG TERM LEFT ENTRANCE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160318	LONG TERM RIGHT ENTRANCE
ENTRANCE GATE	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053966	LONG TERM LEFT ENTRANCE GATE
ENTRANCE GATE	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053971	LONG TERM RIGHT ENTRANCE GATE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160317	SHORT TERM LEFT ENTRANCE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160314	SHORT TERM RIGHT ENTRANCE
ENTRANCE GATE	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20054008	SHORT LEFT ENTRANCE GATE
ENTRANCE GATE	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053973	SHORT TERM RIGHT ENTRANCE GATE
POF	DATAPARK	DP7100R4	160201	POF-TERMINAL
BARRIER BETWEEN ST/LT	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053972	ST/LT LEFT
BARRIER BETWEEN ST/LT	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053975	ST/LT RIGHT
FC OFFICE	DATAPARK	DP6001R4	160303	OFFICE
OFFICE TICKET READER	DATAPARK	DP6200R4	160303	OFFICE
PC OFFICE	DELL/SERVER	POWEREDGE T330	9M1M382	OFFICE/MAIN PC
FC BOOTH	DATAPARK	DP6200R4	160304	BOOTH
BOOTH TICKET READER	DATAPARK	DP6001R4	160304	BOOTH
PC PARKTRAK INVENTORY	Dell	DHM	HQ4FJ3Y	OFFICE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160316	CREDIT CARD LOT ENTRANCE
ENTRANCE GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053969	CREDIT CARD LOT ENTRANCE GATE
EXIT COLUMN	DATAPARK	DP-5800/5900	00-160319	CREDIT CARD LOT EXIT
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053970	CREDIT CARD LOT EXIT GATE
ENTRANCE GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20064115	EMPLOYEE LOT ENTRANCE GATE
HP LASER JET PRINTER	HP	HP LASER JET 3050	CNRK711427	OFFICE (PURCHASED BY REPUBLIC TO REPLACE OLD PRINTER) FOR PARKTRAK USE
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20064114	EMPLOYEE LOT EXIT GATE
2 DATAPARK INVENTORY HAND HELDS	DATAPARK/SERVER	MC92NO	1603800500244 AND 1621000504113	OFFICE
KEYPAD/CARD READER	HUB	DP140-6R4	170501	EMPLOYEE LOT ENTRANCE
BROTHER PRINTER	BROTHER	H-LL2360DW	U63883K5N304026	OFFICE FOR DATAPARK SERVER USE (BOUGHT BY REPUBLIC)

EXHIBIT C

**PORT OF PASCO - TRI-CITIES AIRPORT (PSC)
Request for Proposals - Terminal Automobile Parking Concession
Current Parking Rates**

Short Term Lot

0 to 25 minutes	free
25 minutes to one hour	\$2.00
Each Additional Hour	\$2.00
Daily Maximum	\$13.00

Long Term and Credit Card Lots

0 to ten minutes	free
10 minutes to one hour	\$2.00
One to twenty four hours	\$10.00
Each additional 24 hour period or portion there of	\$10.00

Employee Parking Lot

No Charge, for registered employees only

EXHIBIT G (CONTINUED)
PORT OF PASCO - TRI-CITIES AIRPORT (PSC)
Request for Proposals - Terminal Automobile Parking Concession
Historical Monthly Parking Revenues and Passenger Enplanements (Thru August 2018 YTD)

	2014 Feb	2014 Mar	2014 Apr	2014 May	2014 Jun	2014 Jul	2014 Aug	2014 Sep	2014 Oct	2014 Nov	2014 Dec	2015 Jan	Total	2014 YTD
Gross Parking Revenues	\$204,662	\$247,659	\$211,480	\$231,703	\$225,796	\$207,020	\$217,152	\$204,155	\$246,442	\$223,482	\$236,539	\$226,127	\$2,682,217	\$2,670,646
Less Sales Taxes	(\$16,207)	(\$19,612)	(\$16,747)	(\$18,348)	(\$17,880)	(\$16,393)	(\$17,196)	(\$16,167)	(\$19,515)	(\$17,697)	(\$18,731)	(\$17,906)	(\$212,399)	
Less Credit Card Transaction Fees	(\$3,747)	(\$3,617)	(\$3,567)	(\$4,328)	(\$3,764)	(\$4,194)	(\$3,786)	(\$3,621)	(\$3,879)	(\$3,587)	(\$4,483)	(\$3,958)	(\$46,531)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$184,708	\$224,430	\$191,166	\$209,027	\$204,152	\$186,433	\$196,170	\$184,367	\$223,048	\$202,198	\$213,325	\$204,263	\$2,423,287	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$78,600	\$78,600
Concession Fees	\$128,287	\$157,284	\$133,001	\$162,059	\$191,658	\$166,833	\$175,888	\$165,716	\$203,115	\$183,516	\$193,976	\$185,457	\$2,046,790	\$2,032,522
Total Airport Revenues	\$134,837	\$94,691	\$88,554	\$94,224	\$95,353	\$104,192	\$135,619	\$116,825	\$136,982	\$135,945	\$130,483	\$130,669	\$1,398,374	\$2,111,122
Passenger Enplanements	22,410	27,738	23,991	27,412	30,715	30,207	30,165	25,869	28,692	26,636	30,673	25,874	330,382	
	2015 Feb	2015 Mar	2015 Apr	2015 May	2015 Jun	2015 Jul	2015 Aug	2015 Sep	2015 Oct	2015 Nov	2015 Dec	2016 Jan	Total	2015 YTD
Gross Parking Revenues	\$222,169	\$257,531	\$228,379	\$236,564	\$230,698	\$231,967	\$238,414	\$210,663	\$253,561	\$260,786	\$254,731	\$259,522	\$2,884,985	\$2,851,590
Less Sales Taxes	(\$17,593)	(\$20,393)	(\$18,085)	(\$18,733)	(\$18,269)	(\$18,369)	(\$18,879)	(\$16,682)	(\$20,079)	(\$20,598)	(\$20,172)	(\$20,551)	(\$228,403)	
Less Credit Card Transaction Fees	(\$4,133)	(\$4,170)	(\$4,105)	(\$4,845)	(\$4,272)	(\$4,384)	(\$4,434)	(\$4,377)	(\$4,405)	(\$4,600)	(\$4,855)	(\$4,583)	(\$53,163)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$200,443	\$232,968	\$206,189	\$212,986	\$208,157	\$209,214	\$215,101	\$189,604	\$229,077	\$235,588	\$229,704	\$234,388	\$2,603,419	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$78,600	\$78,600
Concession Fees	\$139,773	\$163,517	\$143,968	\$176,628	\$192,355	\$188,019	\$193,494	\$171,528	\$208,782	\$214,903	\$209,372	\$213,775	\$2,216,114	\$2,187,796
Total Airport Revenues	\$146,323	\$170,067	\$150,518	\$183,178	\$198,905	\$194,569	\$200,044	\$178,078	\$215,332	\$221,453	\$215,922	\$220,325	\$2,294,714	\$2,266,396
Passenger Enplanements	23,133	28,428	25,582	26,931	31,762	33,334	32,176	26,667	29,443	29,650	35,121	28,650	350,877	
	2016 Feb	2016 Mar	2016 Apr	2016 May	2016 Jun	2016 Jul	2016 Aug	2016 Sep	2016 Oct	2016 Nov	2016 Dec	2017 Jan	Total	2016 YTD
Gross Parking Revenues	\$238,662	\$260,567	\$253,341	\$261,282	\$242,206	\$255,916	\$248,428	\$227,289	\$274,832	\$271,416	\$257,734	\$272,146	\$3,063,819	\$3,051,195
Less Sales Taxes	(\$18,899)	(\$20,634)	(\$20,062)	(\$20,690)	(\$19,180)	(\$20,266)	(\$19,673)	(\$17,998)	(\$21,763)	(\$21,493)	(\$20,410)	(\$21,551)	(\$242,619)	
Less Credit Card Transaction Fees	(\$4,597)	(\$4,712)	(\$4,626)	(\$5,040)	(\$4,847)	(\$4,984)	(\$4,649)	(\$4,795)	(\$4,875)	(\$4,354)	(\$5,480)	(\$5,191)	(\$58,150)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$215,166	\$235,221	\$228,653	\$235,552	\$218,179	\$230,666	\$224,106	\$204,496	\$248,194	\$245,569	\$231,844	\$245,404	\$2,763,050	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$78,600	\$78,600
Concession Fees	\$150,521	\$165,161	\$160,367	\$209,113	\$198,065	\$207,969	\$202,744	\$185,676	\$226,752	\$224,285	\$211,383	\$224,130	\$2,366,167	\$2,355,812
Total Airport Revenues	\$157,071	\$171,711	\$166,917	\$215,663	\$204,615	\$214,519	\$209,294	\$192,226	\$233,302	\$230,835	\$217,933	\$230,680	\$2,444,767	\$2,434,412
Passenger Enplanements	25,758	29,800	28,841	30,999	34,862	34,112	32,993	29,402	31,590	32,384	34,948	27,784	373,473	

EXHIBIT G (CONTINUED)
PORT OF PASCO - TRI-CITIES AIRPORT (PSC)
Request for Proposals - Terminal Automobile Parking Concession
Historical Monthly Parking Revenues and Passenger Enplanements (Thru May 2018 YTD)

	2017 Feb	2017 Mar	2017 Apr	2017 May	2017 Jun	2017 Jul	2017 Aug	2017 Sep	2017 Oct	2017 Nov	2017 Dec	2018 Jan	Total	2017 YTD
Gross Parking Revenues	\$272,711	\$319,892	\$288,596	\$304,077	\$279,905	\$282,555	\$260,329	\$264,147	\$296,594	\$292,876	\$271,632	\$258,016	\$3,391,330	\$3,405,460
Less Sales Taxes	(\$21,595)	(\$25,332)	(\$22,853)	(\$24,079)	(\$22,165)	(\$22,375)	(\$20,615)	(\$20,917)	(\$23,487)	(\$22,839)	(\$21,510)	(\$20,432)	(\$268,199)	
Less Credit Card Transaction Fees	(\$5,007)	(\$5,103)	(\$5,239)	(\$6,278)	(\$5,671)	(\$6,083)	(\$5,404)	(\$5,206)	(\$5,296)	(\$4,798)	(\$5,678)	(\$5,294)	(\$65,057)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$246,109	\$289,457	\$260,504	\$273,720	\$252,069	\$254,097	\$234,310	\$238,024	\$267,811	\$265,239	\$244,444	\$232,290	\$3,058,074	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$78,600	\$78,600
Concession Fees	\$173,110	\$204,754	\$196,057	\$257,285	\$227,874	\$230,520	\$213,701	\$217,193	\$245,192	\$242,775	\$223,227	\$211,803	\$2,643,489	\$2,655,817
Total Airport Revenues	\$179,660	\$211,304	\$202,607	\$263,835	\$234,424	\$237,070	\$220,251	\$223,743	\$251,742	\$249,325	\$229,777	\$218,353	\$2,722,089	\$2,734,417
Passenger Enplanements	25,220	31,719	28,491	31,613	35,638	36,025	32,262	30,503	31,434	31,045	33,109	27,803	374,862	
	2018 Feb	2018 Mar	2018 Apr	2018 May	2018 Jun	2018 Jul	2018 Aug	2018 Sep	2018 Oct	2018 Nov	2018 Dec	2019 Jan	Total	2018 YTD
Gross Parking Revenues	\$250,432	\$308,541	\$286,279	\$298,954	\$287,620	\$278,250	\$290,305	\$0	\$0	\$0	\$0	\$0	\$2,000,381	\$2,258,397
Less Sales Taxes	(\$19,832)	(\$24,433)	(\$22,670)	(\$23,674)	(\$22,777)	(\$22,035)	(\$22,989)	\$0	\$0	\$0	\$0	\$0	(\$158,409)	
Less Credit Card Transaction Fees	(\$5,218)	(\$5,214)	(\$6,504)	(\$6,280)	(\$5,963)	(\$5,988)	(\$5,504)	\$0	\$0	\$0	\$0	\$0	(\$40,672)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$225,382	\$278,893	\$257,105	\$269,000	\$258,880	\$250,227	\$261,812	\$0	\$0	\$0	\$0	\$0	\$1,801,299	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$0	\$0	\$0	\$0	\$52,400	\$58,950
Concession Fees	\$157,979	\$197,042	\$184,209	\$255,322	\$234,209	\$226,556	\$239,553	(\$6,550)	\$0	\$0	\$0	\$0	\$1,488,320	\$1,700,123
Total Airport Revenues	\$164,529	\$203,592	\$190,759	\$261,872	\$240,759	\$233,106	\$246,103	\$0	\$0	\$0	\$0	\$0	\$1,540,720	\$1,759,073
Passenger Enplanements	24,732	30,971	30,091	31,934	35,638	36,025	32,262	0	0	0	0	0	221,653	

PORT OF PASCO
Pasco, Washington

TRI-CITIES AIRPORT

Terminal Automobile Parking
Concession Agreement

date

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Exhibits

- A TRI-CITIES AIRPORT PARKING PLAN
- B TRI-CITIES AIRPORT PARKING EQUIPMENT INVENTORY LIST
- C TRI-CITIES AIRPORT CURRENT PARKING RATES
- D ACDBE REPORTING FORM
- E REQUEST FOR PROPOSALS (RFP) TERMINAL
AUTOMOBILE PARKING CONCESSION
- F RFP ADDENDA
- G HISTORICAL DATA
- H CONCESSIONAIRE'S PROPOSAL LETTER

THIS AGREEMENT is made and entered into this ____ day of _____ 2018, by and between the PORT OF PASCO, a municipal corporation organized under the laws of the State of Washington, hereinafter called the "Port", and _____, a corporation organized under the laws of the State of _____ hereinafter called "Concessionaire".

1. BASIS OF AGREEMENT

The Port is the owner of the Tri-Cities Airport in Pasco, Franklin County, Washington, and is the owner and operator of parking lots at the Tri-Cities Airport, ("Airport"). The Port charges fees for public automobile parking at the Airport parking lots. The Port does not charge fees to airport and tenant employees in the employee parking lot. Concessionaire represents that it is experienced in the business of operating parking facilities for cars, trucks and other motor vehicles, and possesses the necessary expertise to operate airport parking facilities. The Concessionaire is willing to undertake the operation of such parking facilities under a concession arrangement, and the parties heretofore enter into this Agreement.

This Agreement consists of the following documents, which are incorporated herein by this reference. In the event of a conflict in requirements, proposals or provisions between or among any of these documents, the Agreement shall take precedence over all other documents:

- (1) This Terminal Automobile Parking Concession Agreement as executed by the parties;
- (2) The Request for Proposals, Terminal Automobile Parking Concession;
- (3) Any addendum issued to the Request for Proposals;
- (4) The Proposal Letter.

2. PREMISES

The Premises which the Port will permit the Concessionaire to occupy as part of this Agreement consists of the short-term, long term, credit card and non-paid employee parking lots, as depicted on the attached Exhibit A (the "Premises"), together with improvements and equipment associated with the parking lot operation, as described in the attached Exhibit B, that are situated in the parking lot and terminal building facilities at the Airport. Such Premises includes all areas available to members of the general public for paid parking of vehicles, whether improved or unimproved and the employee parking lot, but excluding parking for, Port staff and officials, taxis, Transportation Network Companies, limousines, police vehicles, persons maintaining, supplying or servicing the Tri-Cities Airport Terminal Building ("Terminal Building") or the equipment of the Port or its tenants; airlines and contractors of the Port and its tenants, and shall further exclude rental motor vehicles of car rental operators when not in rental use. The employee lot is non-paid parking for employees of airport tenants, but will be managed by the Concessionaire.

3. TERM

The duration of this Agreement shall be for a period of five (5) years, commencing February 1, 2019, and ending January 31, 2024. Concessionaire acknowledges that Port has established the parking facility at the Airport in order to accommodate and serve the traveling public and patrons of the Airport, and that poor service, or unprofessional or rude conduct in treatment of the public is detrimental to Port's goal of providing the very best Airport facility possible for its constituents, and other users of the Terminal Building. Therefore, in addition to termination for an uncured default as set forth in Paragraph 21 of this Agreement, Port may terminate this Agreement if the parking lots are not being operated so as to accomplish the above-described goal. Port may terminate this Agreement if (1) there have been excessive customer complaints, as determined by the Port in its sole discretion, about the service provided by the Concessionaire; or, (2) if there have been more than four (4) violations of provisions of this Agreement resulting in the sending of a notice to Concessionaire demanding compliance with this Agreement. In the event that the Port desires to terminate the Agreement on the basis of this provision, Port will give notice to Concessionaire of 30 days as prior written notice. Port will notify Concessionaire of each customer complaint received within a reasonable time of receipt of the complaint.

4. CONTRACT RENT

Concessionaire shall pay the sum of \$9,750 per month as contract rent for the Premises ("Contract Rent"), which represents the agreed and equitable contract rent fee as defined by RCW 82.29A for the space occupied by the Concessionaire. Concessionaire will pay all leasehold excise tax, personal property tax and business & occupation tax required by the State of Washington relating to this agreement.

5. ACCOUNTING AND CONCESSION FEES

- A. Concessionaire shall institute revenue control procedures for the public parking facilities to control ingress and egress, and procedures for the collection of proper fees in accordance with the approved rate schedule in effect. Concessionaire must provide a copy of a manual containing such procedures with appropriate updates, submitted prior to implementation of this Agreement. All such procedures must be approved in writing in advance by the Airport Director.
- B. In addition to Contract Rent, The Port shall impose a concession fee based on Gross Receipts ("Percentage Concession Fee"), which Concessionaire covenants and agrees to pay. The amount thereof is set forth in Subsection 5D of this Agreement.

As used in this Agreement, the term "Gross Receipts" shall mean the total sum of money paid or payable by any customer to the Concessionaire for, or in connection with, using the public parking facility, regardless of how or when payment is made; excluding the percentage reduction retained by credit card companies as the credit card company fee for that transaction as well as sales and use taxes imposed by local municipalities and the State.

Total sum paid by any customer to Concessionaire
Less credit card fees
Less sales and use tax
Equals Gross Receipts

- C. Concessionaire shall be entitled to collect and receive any and all parking revenues from the Premises, including, without limitation, towing service fees and any other charges imposed by the Concessionaire on parking customers related to operation of the parking facilities, all of which are part of Gross Receipts which are required under this Agreement to be collected and held in trust by the Concessionaire for the benefit of the Port. The parking rates imposed by Concessionaire shall be the same as those rates charged by the Port immediately before execution of this Agreement as specified in Exhibit C - Current Parking Rates. The Port shall retain the right from time to time to modify parking rates to such rates as the Port determines in its sole discretion provided that parking rates shall not be established below the rates at the time of executing this Agreement.
- D. Concessionaire agrees to remit and pay to the Port the greater of the Minimum Monthly Guarantee and the Percentage Concession Fees set forth below, computed for each month as annual Gross Receipts accumulated during each year of the five-year term of this Agreement as shown on the following page:

Year One of the Agreement Term

Minimum Monthly Guarantee: \$ _____

___%	of cumulative annual Gross Receipts between	\$	0	\$	750,000
___%	of cumulative annual Gross Receipts between	\$	750,001	\$	900,000
___%	of cumulative annual Gross Receipts between	\$	900,001	\$	1,000,000
___%	of cumulative annual Gross Receipts between	\$	1,000,001	\$	1,500,000
___%	of cumulative annual Gross Receipts in excess of	-		\$	1,500,001

Year Two of the Agreement Term

Minimum Monthly Guarantee: \$ _____

___%	of cumulative annual Gross Receipts between	\$	0	\$	750,000
___%	of cumulative annual Gross Receipts between	\$	750,001	\$	900,000
___%	of cumulative annual Gross Receipts between	\$	900,001	\$	1,000,000
___%	of cumulative annual Gross Receipts between	\$	1,000,001	\$	1,500,000
___%	of cumulative annual Gross Receipts in excess of	-		\$	1,500,001

Year Three of the Agreement Term

Minimum Monthly Guarantee: \$ _____

___%	of cumulative annual Gross Receipts between	\$	0	\$	750,000
___%	of cumulative annual Gross Receipts between	\$	750,001	\$	900,000
___%	of cumulative annual Gross Receipts between	\$	900,001	\$	1,000,000
___%	of cumulative annual Gross Receipts between	\$	1,000,001	\$	1,500,000
___%	of cumulative annual Gross Receipts in excess of	-		\$	1,500,001

Year Four of the Agreement Term

Minimum Monthly Guarantee: \$ _____

___%	of cumulative annual Gross Receipts between	\$	0	\$	750,000
___%	of cumulative annual Gross Receipts between	\$	750,001	\$	900,000
___%	of cumulative annual Gross Receipts between	\$	900,001	\$	1,000,000
___%	of cumulative annual Gross Receipts between	\$	1,000,001	\$	1,500,000
___%	of cumulative annual Gross Receipts in excess of	-		\$	1,500,001

Year Five of the Agreement Term

Minimum Monthly Guarantee: \$ _____

___%	of cumulative annual Gross Receipts between	\$	0	\$	750,000
___%	of cumulative annual Gross Receipts between	\$	750,001	\$	900,000
___%	of cumulative annual Gross Receipts between	\$	900,001	\$	1,000,000
___%	of cumulative annual Gross Receipts between	\$	1,000,001	\$	1,500,000
___%	of cumulative annual Gross Receipts in excess of	-		\$	1,500,001

E. The Minimum Monthly Guarantee shall be paid by the first calendar business day of the month, and each month thereafter throughout the term of this Agreement. Within fifteen (15) days after the close of each month during the term hereof, Concessionaire shall submit to the Port a statement in writing in a form and with details satisfactory to the Tri-Cities Airport, showing the amount of Gross Receipts of all business conducted pursuant to this Agreement during the preceding month. If Percentage Concession Fees are calculated to be higher than the Minimum Monthly Guarantee (MMG), the difference between the Percentage Concession Fee and the MMG shall be paid to the Port concurrent with submission of the statement of Gross Receipts noted above. The MMG is a monthly obligation under this Agreement and Percentage Concession Fees will not be annualized at the end of each year to result in a credit or refund for any individual month.

Within ninety (90) days after the close of each Agreement year, Concessionaire shall submit to the Port a Gross Receipts statement certified to be true and correct by a certified public accountant licensed to practice in the State of Washington showing the amount of said Gross Receipts of all business conducted pursuant to this Agreement during the preceding Agreement year.

F. Concessionaire agrees to make all of its books and records pertaining to this operation available to the Airport Director and/or Certified Public Accountant designated by the Port. Said books and records shall be made available on request at any reasonable time.

G. All concession fee payments shall be made to the Port as the same become due in lawful money of the United States of America, at such place as hereafter may be designated by Port by written notice directed to Concessionaire from time to time.

H. In the event certain concession operators at the Airport want a validation program for their customers, the Concessionaire can establish a written validation program with terms and conditions acceptable to it and approved in writing by the Port.

6. PERFORMANCE BOND

Concessionaire shall, upon the execution of this Agreement, file and shall thereafter always maintain with the Port a good and sufficient corporate performance bond or bonds or such other security as to the Port may be acceptable in an amount equal to three (3) times the Minimum Monthly Guarantee as set forth in Section 4E of this Agreement during each year of this Agreement. The form and terms of such bond or bonds or other security shall be subject to the approval of the Port.

7. USE OF PREMISES

A. Concessionaire shall use the public parking facility as a parking and storage facility for motor vehicles. Concessionaire shall not conduct a public parking facility at any other place on Airport property except as the Port or the Airport Director specifically designates.

B. Concessionaire shall use the Premises solely to operate a public parking facility in the paid parking lots at the Airport and for incoming/outgoing passengers using the Airport. The Concessionaire shall use the employee parking lot solely to operate a non-paid employee parking lot for employees of the Airport. Concessionaire shall use the entire Premises solely for the conduct of said services in a first-class manner continuously during the entire term of this Agreement, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or for other reasons beyond Concessionaire's reasonable control and with notification and approval of the Airport Director.

Concessionaire shall not commit nor suffer to be committed any waste upon the Premises or improvements, nor any nuisance or other act or thing which may disturb the quiet enjoyment or the use of the Airport or surrounding property.

C. Concessionaire acknowledges that part of the consideration flowing to the Port in the granting of concession privileges to the Concessionaire is to ensure that the public will be well and conveniently served by the parking concession at the Tri-Cities Airport. Concessionaire therefore covenants and agrees that such facilities will be open and available to the public 24 hours per day, seven days a week, 365 days a year. Any variance from these hours of operation must be approved in writing by the Port.

8. PARKING REGULATIONS

The Port agrees that free public parking (except as otherwise provided herein) shall not be authorized in and around the Airport terminal area including any vacant land and/or roadways surrounding the Airport terminal area. The Concessionaire acknowledges a hotel with a parking lot is located in the Airport Business Center. The hotel parking lot is for hotel patrons only, which may include airport parking as part of hotel stay package. The Port agrees at its expense to regulate and enforce parking to assure that parking shall be within the public parking facility. The Concessionaire acknowledges a cell phone parking lot may be constructed during the term of this agreement. Further, the Port agrees to assist and cooperate with Concessionaire to prevent free and/or unauthorized or illegal parking around the Airport terminal area, which shall include policing violators and/or erecting barricades to prevent free and/or unauthorized or illegal parking. This provision applies to public parking only and shall not apply to the Port staff and officials, taxis, limousines, police vehicles, persons maintaining, supplying or servicing Tri-Cities Airport facilities or the equipment of the Port or its tenants; airlines and their Terminal Building employees; other Airport tenants/concessionaires and their employees; and contractors of the Port and its tenants, and shall further exclude rental motor vehicles of car rental operators when not in rental use.

Terminal Building tenants and their employees, including Concessionaire, and employees of the Port shall be required to park within areas so designated by the Airport Director to the extent that there are sufficient spaces therefore. The Concessionaire will manage the non-paid employee parking lot. The Concessionaire will provide access cards to airport employees at no charge. The cost of operations in the non-paid lot will be paid for by the Concessionaire. Employees of the airport and its tenants will not be charged to park without permission from the Port.

The Port and its authorized representatives, including but not limited to vehicles from Airport, public works, police and fire, shall have at all times the full and unrestricted right to enter the Premises for the purposes of inspecting the same and of doing any and all things which may be necessary for the proper, secure and safe operation of the Airport.

9. UTILITIES

The Port shall provide at its expense and pay for all electric power, water, sewer and garbage disposal charges that Concessionaire uses in its operations, including but not limited to electricity for lighting. The Port shall keep at its expense all utility equipment and improvements in good operating condition and repair including electric lighting, lighting fixtures, lamps, wiring and connections for electrical power.

Concessionaire shall provide at its sole expense and pay for all other utility charges it incurs in its operations, including (but not limited to) telephone, internet, data transmission and security.

10. MAINTENANCE, REPAIR, ALTERATIONS AND IMPROVEMENTS

- A. Concessionaire shall keep all equipment and improvements owned by the Port (including the equipment depicted in Exhibit B) or it owns and/or which are utilized for its use in the parking operation in good repair and operating condition, including repainting the booth and gates when needed, and repainting the parking stripes within the Premises during the five-year term of this Agreement. The Concessionaire will determine if updates to the Port's revenue control software are needed for operating efficiency and will install such updates at its own expense. Ownership of any updates will vest with the Port.
- B. Concessionaire shall maintain all signage in good repair and operating condition.
- C. Concessionaire shall not permit rubbish, debris, trash, waste material or anything detrimental to health, unsightly or dangerous conditions on the Premises to accumulate and shall promptly dispose of any such materials.
- D. So as to ensure continued availability and suitability of areas for public parking, the Port shall plow snow within the Premises when the depth exceeds four (4) inches or on an "as needed" basis to be agreed upon by the parties. Concessionaire shall apply ice melt to road surfaces at and near gate entrances, ticketing dispensers and gate arms when winter weather conditions warrant at its expense.
- E. Concessionaire shall repair any damage to the Premises to the extent caused by its employees, agents or contractors.

11. INSPECTIONS AND ACCESS

The Port reserves the right to inspect the Premises including any chattels or equipment of the

Port located thereon, at any and all reasonable times throughout the term of this Agreement; provided, that it shall not interfere unduly with Concessionaire's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the Premises and shall impose no liability upon the Port for failure to make such inspection. Port shall retain space in any parking toll booth to store and locate equipment/supplies for emergency/security purposes deemed necessary by the Port in its sole discretion at any time without prior notice to the Concessionaire.

12. SIGNS

No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the Premises, including the windows and doors of the buildings thereon, without prior written approval of Port.

13. DAMAGE OR DESTRUCTION

In the event fire or other casualty does damage to the Premises to the extent of more than 20% of its replacement value, and whether or not the Port is carrying insurance against said hazard, the Port may elect to terminate this Agreement by giving notice to Concessionaire in writing of its election either to terminate the Agreement or repair the damage, and said notice shall be given in writing within 45 days after casualty has occurred. In the event the Port elects to repair the damaged Premises, it shall do so promptly and expeditiously and complete the same in an expedient manner. Concessionaire's concession fees to the extent of the Concessionaire's diminished use of the Premises shall be proportionately reduced, or shall abate if the parking lots are unusable, until such time as restoration has been completed by the Port. The Port shall have complete choice as to what materials it shall use in making the restoration. If the Port by notice terminates this Agreement due to such casualty, then all obligations of the Port and Concessionaire to comply with the terms of this Agreement after the casualty has occurred shall cease, except if Concessionaire owes any unpaid rent or concession fees, owes for utilities or owes any other obligations under this Agreement which obligations are not paid for at the time the casualty occurs, then such payment shall be promptly made by Concessionaire after the occurrence of the casualty.

14. INDEMNIFICATION - LIABILITY INSURANCE

A. 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 is caused, sustained or alleged to have been sustained by Concessionaire or by others as a result of any condition (including existing or future defects in the Premises) or occurrence whatsoever related in any way to the Premises and the areas adjacent thereto or related in any way to Concessionaire's use or occupancy of the Premises and of the areas adjacent thereto. Concessionaire agrees to defend and to hold and save the Port harmless from all liability or expense (including attorney fees and other expenses of litigation) in connection with any such items of actual or alleged injury or damage. Concessionaire covenants and agrees to

provide, at its expense, on or before the commencement of this Agreement, and to keep in force during the term of this Agreement, and any renewal thereof, the following insurance coverages naming Port and Concessionaire as insured parties a comprehensive general liability insurance policy (“Liability Policy”), including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor’s coverage and personal injury coverage of not less than \$2,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage, protecting Port, its officers, employees or agents, and Concessionaire against any liability whatsoever occasioned by any occurrence related to or arising out of the Agreement.

- B. Port agrees to defend and to hold and save the Concessionaire harmless from liability or expense (including attorney fees and other expenses of litigation) for any injury or damage caused solely by the gross negligence of the Port or its employees.
- C. Concessionaire shall be utilizing a vehicle as part of the equipment associated with operations of the parking lot. Concessionaire shall maintain liability and property damage insurance on said vehicle with limits of not less than \$1,000,000 for the liability coverage and in the amount not less than the full replacement cost insurance value on the property damage. Such insurance shall have a loss payable clause for the property damages to the Port.
- D. The Port shall be named as an additional insured and shall be furnished with a certificate of insurance by Concessionaire's insurer evidencing the coverage under such policy or policies of insurance, and that such policy or policies will not be cancelled or changed without 30 days prior written notice to the Port.

15. WAIVER OR SUBROGATION

Port and Concessionaire hereby mutually release each other from liability and waive all rights of recovery against each other for any loss from perils insured against under their respective fire insurance and property damage insurance coverages, including any extended coverage endorsements thereto. Provided that this Paragraph 14 shall be deemed inapplicable if it would have effect only to the extent of invalidating any insurance coverage of Port or Concessionaire.

16. INCREASE IN COST OF INSURANCE

Concessionaire shall not use the Premises in such a manner as to increase the existing rates of insurance applicable to the buildings or structures of which the Premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the buildings or structures of which the Premises are a part, and to the extent allocable to the terms of this Agreement, may be added to the amount of concession fee hereinabove specified and shall be paid by Concessionaire to the Port upon the monthly payment next thereafter occurring.

17. TAXES

Concessionaire shall be liable and shall pay for, at its sole expense throughout the term of this Agreement before delinquency, all personal property taxes, license and applicable permit fees, business & occupancy taxes, and sales & use taxes covering parking operations conducted on the Premises and all leasehold excise taxes that are attributable to the leasehold portion of this Agreement.

18. COMPLIANCE WITH PORT REGULATIONS AND WITH ALL LAWS

Concessionaire agrees to comply with all reasonable rules and regulations of the Port pertaining to the building or other reality of which the Premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Concessionaire further agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations. Any fees for any inspection of the Premises during or for the term of this Agreement by any federal, state or municipal officer and the fees for any so called "Certificate of Occupancy" shall be paid by Concessionaire.

19. ASSIGNMENT OR TRANSFER

Concessionaire shall not assign or transfer this Agreement or any interest therein nor surrender possession of the whole or any part of the Premises, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the written consent of the Port first had and obtained. If the Port shall give its consent to any such assignment, this paragraph shall nevertheless continue in full force and effect and no further assignment shall be made without the Port's prior written consent.

20. ADDITIONAL OBLIGATIONS OF CONCESSIONAIRE

Concessionaire hereby covenants and agrees:

- A. To furnish prompt and efficient service that is sufficient to meet all reasonable demands for a public parking facility at the Airport. Concessionaire shall maintain the facility, its fixtures and appurtenances in good operating order, free from known mechanical defect, and in a clean, neat and attractive condition.
- B. To employ a "resident manager" at all times during the term of this Agreement. The resident manager shall reside locally. The Concessionaire shall require its personnel who deal with the traveling public using the Airport to be neat, dressed in uniform, clean and courteous; trained in the performance of their duties; performing their services in a first-class, safe and efficient manner. Concessionaire shall not permit its agents, servants or employees to conduct business in a loud, noisy, boisterous, profane, offensive or objectionable manner.

In addition, Concessionaire's employees shall provide tire inflators, battery jump start services, flashlights or other potentially helpful tools for the use and benefit of Concessionaire's customers upon and within the Premises.

- C. To furnish at its own expense all forms, access cards, tickets, decals, envelopes, uniforms and tools within the Premises, and the office equipment, furniture, materials and supplies needed for the efficient operation of its business. The Port shall provide the existing revenue control system consisting of all gates, ticket dispensers, fee computers, inventory control devices and computers as described in Exhibit B. Concessionaire shall use the Port's revenue control system as described in Exhibit B throughout the term of this Agreement.
- D. That in conducting its business on the Airport, it shall observe and obey all applicable laws, ordinances and Airport Rules and Regulations now in force or hereinafter adopted governing its conduct and that of its employees.
- E. That it shall pay all operating expenses in connection with the use of the Premises and the rights and privileges hereby granted, including, without limitation, taxes, permit fees and license fees, and that it shall secure all required permits and licenses.
- F. That the Port shall be the reasonable judge of the quality and adequacy of service Concessionaire provides as herein specified. In the event the Port shall determine that Concessionaire has failed to comply with the requirements for quality and adequacy of service, it shall give the Concessionaire written notice of such determination as specified hereafter.

21. RELOCATION

It is agreed that the Port may require Concessionaire to relocate facilities or substitute other Premises for those currently available in the event the Port determines that such relocation is necessary for the orderly expansion and development of Airport facilities. In the event of such relocation, the Port will designate a comparable a location with the Port bearing such relocation costs.

22. DEFAULT

- A. **PAYMENT** - A default shall occur if Concessionaire fails to make payment within thirty (30) days of due date.
 - 1) In the event Concessionaire defaults on any payment due under the terms of this Agreement, the Port shall give it a Notice of Default. In the event the Port gives a Notice of Default, Concessionaire shall have three (3) business days from receiving such notice within which to bring all payments current to the due date of payment. If Concessionaire does not bring payments current, the Port may terminate this Agreement at its option. If the Port gives notice of termination because of default in payment, and payment is not

made, Concessionaire shall have three (3) business days from receiving said notice to vacate the Premises.

- 2) In the event Concessionaire defaults on a payment, the Port shall have the right to require an audit of Concessionaire's books at Concessionaire's sole, exclusive expense.
- 3) In the event Concessionaire defaults on a payment, it shall owe the Port a late payment fee equal to ten percent (10%) of the amount by which Concessionaire is delinquent. The late payment fee shall be payable at the same time as the payment to cure default as set forth in Paragraph 21.A 1) above.

B. OTHER TERMS AND CONDITIONS - In addition to all other termination rights contained herein, the Port shall have the option to cancel this Agreement if any one or more of the following events or defaults occur:

- 1) If Concessionaire breaches or fails to perform any of the terms, covenants or conditions of this Agreement or fails to keep in force any of the required insurance policies after being given twenty (20) days written notice to cure and the default has not been cured by Concessionaire;
- 2) If Concessionaire, after twenty (20) days written notice to cure fails to abide by applicable laws, ordinances, rules and regulations of the United States, the State of Washington, the County of Franklin, the City of Pasco and the Port;
- 3) Notwithstanding anything to the contrary contained in the foregoing default clause, the parties hereto agree that if the Concessionaire shall have defaulted in the performance of any terms or conditions of this Agreement for three or more times during any 12-month period during the term hereof, then such conduct shall at the election of the Port, represent a separate event of default which cannot be cured by the Concessionaire. Concessionaire acknowledges that the purpose of this provision is to prevent repetitive defaults by the Concessionaire under the Agreement which work a hardship upon the Port and deprive the Port of the timely performance by the Concessionaire hereunder.

C. REMEDIES - Except as previously provided in this Agreement, upon Concessionaire's default under this Agreement, after giving notice in writing specifying the nature of said default and demanding that such default be cured or corrected, if necessary under the terms of this Agreement, the Port may, at its sole option, upon thirty (30) days' notice of the intent to do so, immediately terminate this Agreement and re-enter and take possession of the Premises. In all defaults, however, Concessionaire agrees to pay all costs, including reasonable attorney fees the Port incurs as a result. In the event Concessionaire shall file a petition in bankruptcy or be adjudged bankrupt or insolvent by a court of competent jurisdiction or make any assignment for the benefit of creditors, the Port immediately may

terminate this Agreement at its option without regard to curative time periods. If Concessionaire, after one (1) day's prior written notice to cure, should abandon and discontinue operating the public parking facility at the Airport for any period of time, this Agreement shall be immediately terminated at the Port's sole option. The rights and remedies herein granted to the Port shall be in addition to any other rights and remedies to which the Port is entitled and not in lieu thereof.

23. CANCELLATION BY CONCESSIONAIRE

Concessionaire may cancel this Agreement:

- A. In the event the Airport is permanently abandoned as an Airport terminal serving scheduled airlines;
- B. The United States government or any authorized agency thereof lawfully assumes the Airport operation and control in such manner as to substantially restrict Concessionaire from operating for a period of at least ninety (90) days;
- C. In the event a court issues an injunction which prevents or restrains the use of the Airport for a period of at least ninety (90) days; or.
- D. In the event the Port is in default under this Agreement for a period of thirty (30) days after written demand from Concessionaire to remedy the same. In the event of cancellation under this Paragraph 22.D, Port shall reimburse Concessionaire on a straight-line basis for the cost of equipment and improvements installed on the Premises by Concessionaire at its own expense.

24. TERMINATION FOR GOVERNMENT USE

In the event that the United States Government or any agency or instrumentality thereof shall by condemnation or otherwise, take title, possession or the right to possession of the Premises or any part thereof, either party may, at its option, terminate this Agreement as of the date of such taking.

25. TERMINATION BECAUSE OF COURT DECREE

In the event that any court having competent jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this Agreement, then either party hereto may terminate this Agreement by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate.

26. INSOLVENCY

If the Concessionaire shall file a petition in bankruptcy, or if Concessionaire shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Concessionaire shall be appointed in any proceeding brought by or against Concessionaire, or if Concessionaire shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Concessionaire's interest in the Premises or on any personal property kept or maintained on the Premises by Concessionaire, the Port may, at its option, terminate this Agreement.

27. WAIVER

The acceptance of concession payments by the Port for any period or periods after a default by Concessionaire hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Concessionaire in writing. No waiver by the Port of any default hereunder by Concessionaire shall be construed to be or act as a waiver of any subsequent default by Concessionaire. After any default shall have been cured by Concessionaire, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of Paragraph 21 hereof, except a default under Section B (3) of Paragraph 21, or Paragraph 3.

28. SURRENDER OF PREMISES

At the expiration or sooner termination of this Agreement, Concessionaire shall promptly surrender possession of the Premises to the Port, and shall deliver to the Port all keys that it may have to any and all parts of the Premises.

29. ADVANCES BY PORT FOR CONCESSIONAIRE

If either party shall fail to do anything required to be done by it under the terms of this Agreement, the other party may, after written notice and the opportunity to cure, as herein provided do such act or thing on behalf of the defaulting party, and upon notification of the cost thereof, the defaulting party shall promptly pay the other party the amount of that cost.

30. LIENS AND ENCUMBRANCES

Concessionaire shall keep the Premises free and clear of any liens and encumbrances arising or growing out of Concessionaire's operations. At the Port's request, Concessionaire shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid.

31. NON-DISCRIMINATION, FEDERAL LABOR STANDARDS ACT, SAFETY REQUIREMENTS

The Concessionaire and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Concessionaire or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods: (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

- A. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for the purpose for which a Federal Aviation Administration activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, the Port of Pasco, Tri-Cities Airport, will have the right to terminate the Agreement and to enter, re-enter and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

Fair Labor Standards Act

All contracts and subcontracts that result from this Agreement should incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Concessionaire has full responsibility to monitor compliance to the referenced statute or regulation. The Concessionaire must address any claims or disputes that arise from this requirement directly with the U. S. Department of Labor – Wage and Hour Division.

Safety Requirements

All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as given in full text. Concessionaire must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Concessionaire retains full responsibility to monitor its compliance and their contractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Concessionaire must address any claims or disputes that pertain to a referenced requirement directly with the U. S. Department of Labor – Occupational Safety and Health Administration

32. AIRPORT CONCESSIONAIRE DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

The Port strictly prohibits all unlawful discrimination and preferential treatment in contracting, subcontracting and purchasing, including any Agreements, or subcontracting or purchasing under said Agreements. Additionally, this Agreement is subject to the requirements of the US Department of Transportation's regulation 49 Code of Federal Regulations Part 23. Concessionaire shall comply with the Port's Non-Discrimination Policy and the ACDBE rules and shall not discriminate against any business owner because of the owner's race, color, religion, sex, national origin, ancestry, age, physical or mental disability, marital status, or sexual orientation in connection with its performance under this Agreement. The Concessionaire shall cooperate with the Port in the Port's policies to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including the Port Concession Disadvantaged Business Enterprises. Concessionaire acknowledges that the Port is required to develop and obtain approval from the Federal Aviation Administration of an ACDBE plan and the Concessionaire agrees to comply with any applicable provisions of an ACDBE plan approved by the FAA and adopted by the Port and Concessionaire shall comply fully with the reporting provisions. Concessionaire shall commit to a goal of purchasing 2% of goods and services purchases at the PSC location from firms certified as ACDBE in the State of Washington. If the goal is not met, the Concessionaire will submit displays of good faith efforts to meet the goal to the airport administration office.

33. ACDBE REPORTING REQUIREMENTS

Concessionaire shall comply with the Port's Non-Discrimination Policy and the ACDBE Rules and shall not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with its performance under this Agreement, use of premises, subleasing, or purchasing. The Concessionaire shall cooperate with the Port in the Port's program of recruiting, training, providing technical assistance and supportive services to ensure that contracting, subcontracting and purchasing opportunities available under this Agreement are accessible and available to all qualified business owners, including ACDBE's, as defined in the ACDBE Rules. In order to ensure compliance with the Port's Non-Discrimination Policy and the ACDBE Program, the Concessionaire agrees as follows:

- 1) Concessionaire agrees that within 90 days after the expiration of each Fiscal Year, during the term of the agreement, it will provide a report to the Port, in the form acceptable to the Port, (see attached ACDBE Report – Exhibit d) describing the total dollar amount of its purchases of goods and services during the Fiscal Year from all vendors, the gross revenue, the purchases from ACDBE firms must be listed to include the amount of purchases from ACDBE certified firms, the type of good or service being purchases from ACDBE certified firms, the name, address, and contact information of the certified firm, the type of certification, whether the firm is certified in the State of Washington as an ACDBE firm, the type of minority and the percentage of total purchases that the certified ACDBE purchases represent. Concessionaires shall provide any information necessary to complete the FAA reporting requirements and to keep the Port in compliance with regard to the FAA ACDBE program, including the developing, establishing, meeting and monitoring of the ACDBE goal for car rental companies
- 2) In the event the Port, as part of its plan to comply with the ACDBE Program Rules, adopts a plan (an “ACDBE” plan), Concessionaire comply with the terms and conditions of such ACDBE Plan applicable to Rental Car Companies.
- 3) The Concessionaire’s breach of any obligation under Paragraphs (1) or (2) of this Article shall be a default by Concessionaire under the Agreement and shall entitle the Port to exercise all of its contractual and legal remedies, including termination of this or any other Agreement with Concessionaire.

34. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, shall limit or modify its terms. This Agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Agreement shall not be subject to modification or change except by written instrument duly signed.

35. LEGAL CLAIMS AND ATTORNEYS’ FEES

- A. Each party hereby shall promptly report to the other any claim or suit against it arising out of or in connection with the operation of the Concessionaire's business at the Airport. The Port and Concessionaire shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. Concessionaire is an independent contractor in every respect, and not an agent of the Port.
- B. If any legal action is instituted by either of the parties hereto to enforce this Agreement, or any part thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and

court costs. Any such legal action shall be commenced and maintained in Franklin County, Washington, regardless of Concessionaire's place of business.

- C. In the event the Port serves any notice for non-compliance with any provision of this Agreement on Concessionaire, Concessionaire shall pay the cost of preparation of the notice and service of the notice upon Concessionaire. Said sum shall be due immediately upon service of the notice.

36. NOTICES

All notices hereunder may be hand delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following addresses:

TO PORT:

Tri-Cities Airport
3601 N. 20th Avenue
Pasco, WA 99301

TO CONCESSIONAIRE:

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

37. CAPTIONS

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

38. INVALIDITY OF PARTICULAR PROVISIONS

If any terms or provisions of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term provisions 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.

39. HAZARDOUS SUBSTANCES

- A. Concessionaire shall not use or dispose, or permit the use of disposal, of any hazardous materials, toxic waste or substance in any manner which creates any civil or criminal liability to the Port, or creates a violation of federal or state environmental laws, including (but not limited to) Comprehensive Environmental Response Compensation and Liability Act as amended by the Super Fund Amendments and Reauthorization Act of 1986, Resource

Conservation and Recovery Act as amended, Model Toxics Control Act and the Washington State Hazardous Waste Law.

- B. Concessionaire shall comply with any and all environmental and land use laws, regulations, permits, licenses and other authorizations required for the lawful operation of the business under federal, state and local laws, and shall remain in compliance therewith during the pendency of this Agreement and any extensions or renewals thereof.
- C. Port shall comply with any and all environmental and land use laws, regulations, permits, licenses and other authorization required for the Port's actions on the Premises under federal, state or local laws, and shall remain in compliance therewith during the pendency of this Agreement and any extensions or renewals thereof.
- D. Each party shall indemnify and hold the other harmless from any and all liability and expense (including the costs and attorneys' fees associated with litigation) incurred by the other party as a result of the breach or alleged breach of the foregoing warranties.

40. COVENANTS OF DEED

The Concessionaire expressly understands that all provisions of this Agreement are subject to the provisions of the deed under which the Port holds title to the above described property and that the rights established herein are subject to the terms and conditions set forth in that deed of January 6, 1953, recorded in the Franklin County Auditor's Office, Volume 89, Page 517 of Deeds, wherein the City of Pasco obtained title to the Premises from the Administration of General Services pursuant to authority of the provisions of the Federal Property and Administrative Services Act of 1949 and the Surplus Property Act of 1944 (58 Stat. 765) as amended and regulations and orders promulgated thereunder and the Concessionaire further agrees to abide by the covenants of such deed and the restrictions set forth therein which are imposed pursuant to authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Federal Property and Administrative Services Act of 1949 (Public Law 152-81st Congress), the Surplus Property Act of 1944 as amended thereby, and the applicable rules, regulations and orders and that the use of the Premises by the Concessionaire shall be in accordance with such covenants and conditions of the same as though all of such covenants and conditions contained in such deed were set forth in full herein.

41. ENTIRE AGREEMENT - AMENDMENTS

This Agreement constitutes the whole agreement between the Port and Concessionaire. 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.

42. GOVERNING LAW: VENUE

This Agreement shall be interpreted, construed and governed accordingly to the laws of the State of Washington. The parties agree that Venue for any action under this Agreement shall be in Franklin County, Washington.

IN WITNESS WHEREOF, this Agreement has been signed and attested by the proper officers of the contracting parties this ____ day of _____, 2018.

PORT OF PASCO - PORT

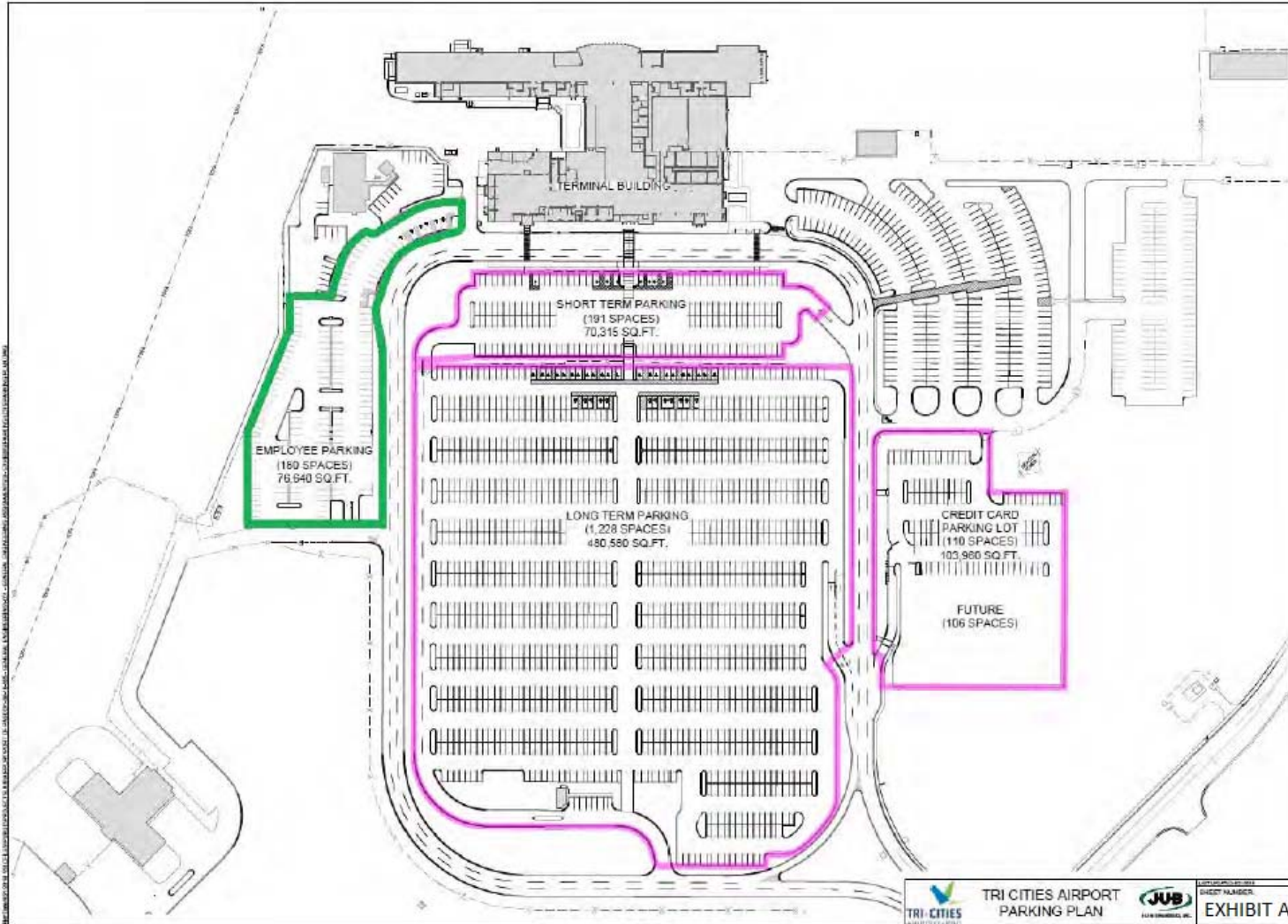
BY: _____
COMMISSIONER

BY: _____
COMMISSIONER

REPUBLIC PARKING SYSTEM, INC. - CONCESSIONAIRE

BY: _____
Name: _____
Title: _____

DATE: _____



PSC TERMINAL AUTOMOBILE PARKING EQUIPMENT INVENTORY AVAILABLE
TO PARKING CONCESSIONAIRE

EQUIPMENT TYPE	MANUFACTURER	MODEL	SERIAL #	LOCATION
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053967	LEFT EXIT OFFICE
EXIT COLUMN	DATAPARK	DP-5800/5900	00-160320	RIGHT EXIT BOOTH
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053968	RIGHT EXIT GATE BOOTH
EXIT COLUMN	DATAPARK	DP-5800/5900	00-160321	LONG TERM EXIT
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053974	LONG TERM EXIT GATE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160315	LONG TERM LEFT ENTRANCE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160318	LONG TERM RIGHT ENTRANCE
ENTRANCE GATE	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053966	LONG TERM LEFT ENTRANCE GATE
ENTRANCE GATE	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053971	LONG TERM RIGHT ENTRANCE GATE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160317	SHORT TERM LEFT ENTRANCE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160314	SHORT TERM RIGHT ENTRANCE
ENTRANCE GATE	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20054008	SHORT LEFT ENTRANCE GATE
ENTRANCE GATE	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053973	SHORT TERM RIGHT ENTRANCE GATE
POF	DATAPARK	DP7100R4	160201	POF-TERMINAL
BARRIER BETWEEN ST/LT	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053972	ST/LT LEFT
BARRIER BETWEEN ST/LT	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053975	ST/LT RIGHT
FC OFFICE	DATAPARK	DP6001R4	160303	OFFICE
OFFICE TICKET READER	DATAPARK	DP6200R4	160303	OFFICE
PC OFFICE	DELL/SERVER	POWEREDGE T330	9M1M382	OFFICE/MAIN PC
FC BOOTH	DATAPARK	DP6200R4	160304	BOOTH
BOOTH TICKET READER	DATAPARK	DP6001R4	160304	BOOTH
PC PARKTRAK INVENTORY	Dell	DHM	HQ4FJ3Y	OFFICE
ENTRANCE COLUMN	DATAPARK	DP-5800/5900	00-160316	CREDIT CARD LOT ENTRANCE
ENTRANCE GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053969	CREDIT CARD LOT ENTRANCE GATE
EXIT COLUMN	DATAPARK	DP-5800/5900	00-160319	CREDIT CARD LOT EXIT
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20053970	CREDIT CARD LOT EXIT GATE
ENTRANCE GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20064115	EMPLOYEE LOT ENTRANCE GATE
HP LASER JET PRINTER	HP	HP LASER JET 3050	CNRK711427	OFFICE (PURCHASED BY REPUBLIC TO REPLACE OLD PRINTER) FOR PARKTRAK USE
EXIT GATE ARM	MAGNETIC/HUB	HUB PRO-M-RCB10H0	U20064114	EMPLOYEE LOT EXIT GATE
2 DATAPARK INVENTORY HAND HELDS	DATAPARK/SERVER	MC92NO	1603800500244 AND 1621000504113	OFFICE
KEYPAD/CARD READER	HUB	DP140-6R4	170501	EMPLOYEE LOT ENTRANCE
BROTHER PRINTER	BROTHER	H-LL2360DW	U63883K5N304026	OFFICE FOR DATAPARK SERVER USE (BOUGHT BY REPUBLIC)

EXHIBIT C

**PORT OF PASCO - TRI-CITIES AIRPORT (PSC)
Request for Proposals - Terminal Automobile Parking Concession
Current Parking Rates**

Short Term Lot

0 to 25 minutes	free
25 minutes to one hour	\$2.00
Each Additional Hour	\$2.00
Daily Maximum	\$13.00

Long Term and Credit Card Lots

0 to ten minutes	free
10 minutes to one hour	\$2.00
One to twenty four hours	\$10.00
Each additional 24 hour period or portion there of	\$10.00

Employee Parking Lot

No Charge, for registered employees only

EXHIBIT E

REQUEST FOR PROPOSALS FOR TERMINAL PARKING CONCESIONAIRE

PLACEHOLDER

EXHIBIT F

REQUEST FOR PROPOSAL FOR TERMINAL PARKING CONCESSIONAIRE

ADDENDA

PLACEHOLDER

EXHIBIT G (CONTINUED)
PORT OF PASCO - TRI-CITIES AIRPORT (PSC)
Request for Proposals - Terminal Automobile Parking Concession
Historical Monthly Parking Revenues and Passenger Enplanements (Thru May 2018 YTD)

	2014 Feb	2014 Mar	2014 Apr	2014 May	2014 Jun	2014 Jul	2014 Aug	2014 Sep	2014 Oct	2014 Nov	2014 Dec	2015 Jan	Total	2014 YTD
Gross Parking Revenues	\$204,662	\$247,659	\$211,480	\$231,703	\$225,796	\$207,020	\$217,152	\$204,155	\$246,442	\$223,482	\$236,539	\$226,127	\$2,682,217	\$2,670,646
Less Sales Taxes	(\$16,207)	(\$19,612)	(\$16,747)	(\$18,348)	(\$17,880)	(\$16,393)	(\$17,196)	(\$16,167)	(\$19,515)	(\$17,697)	(\$18,731)	(\$17,906)	(\$212,399)	
Less Credit Card Transaction Fees	(\$3,747)	(\$3,617)	(\$3,567)	(\$4,328)	(\$3,764)	(\$4,194)	(\$3,786)	(\$3,621)	(\$3,879)	(\$3,587)	(\$4,483)	(\$3,958)	(\$46,531)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$184,708	\$224,430	\$191,166	\$209,027	\$204,152	\$186,433	\$196,170	\$184,367	\$223,048	\$202,198	\$213,325	\$204,263	\$2,423,287	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$78,600	\$78,600
Concession Fees	\$128,287	\$157,284	\$133,001	\$162,059	\$191,658	\$166,833	\$175,888	\$165,716	\$203,115	\$183,516	\$193,976	\$185,457	\$2,046,790	\$2,032,522
Total Airport Revenues	\$134,837	\$94,691	\$88,554	\$94,224	\$95,353	\$104,192	\$135,619	\$116,825	\$136,982	\$135,945	\$130,483	\$130,669	\$1,398,374	\$2,111,122
Passenger Enplanements	22,410	27,738	23,991	27,412	30,715	30,207	30,165	25,869	28,692	26,636	30,673	25,874	330,382	
	2015 Feb	2015 Mar	2015 Apr	2015 May	2015 Jun	2015 Jul	2015 Aug	2015 Sep	2015 Oct	2015 Nov	2015 Dec	2016 Jan	Total	2015 YTD
Gross Parking Revenues	\$222,169	\$257,531	\$228,379	\$236,564	\$230,698	\$231,967	\$238,414	\$210,663	\$253,561	\$260,786	\$254,731	\$259,522	\$2,884,985	\$2,851,590
Less Sales Taxes	(\$17,593)	(\$20,393)	(\$18,085)	(\$18,733)	(\$18,269)	(\$18,369)	(\$18,879)	(\$16,682)	(\$20,079)	(\$20,598)	(\$20,172)	(\$20,551)	(\$228,403)	
Less Credit Card Transaction Fees	(\$4,133)	(\$4,170)	(\$4,105)	(\$4,845)	(\$4,272)	(\$4,384)	(\$4,434)	(\$4,377)	(\$4,405)	(\$4,600)	(\$4,855)	(\$4,583)	(\$53,163)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$200,443	\$232,968	\$206,189	\$212,986	\$208,157	\$209,214	\$215,101	\$189,604	\$229,077	\$235,588	\$229,704	\$234,388	\$2,603,419	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$78,600	\$78,600
Concession Fees	\$139,773	\$163,517	\$143,968	\$176,628	\$192,355	\$188,019	\$193,494	\$171,528	\$208,782	\$214,903	\$209,372	\$213,775	\$2,216,114	\$2,187,796
Total Airport Revenues	\$146,323	\$170,067	\$150,518	\$183,178	\$198,905	\$194,569	\$200,044	\$178,078	\$215,332	\$221,453	\$215,922	\$220,325	\$2,294,714	\$2,266,396
Passenger Enplanements	23,133	28,428	25,582	26,931	31,762	33,334	32,176	26,667	29,443	29,650	35,121	28,650	350,877	
	2016 Feb	2016 Mar	2016 Apr	2016 May	2016 Jun	2016 Jul	2016 Aug	2016 Sep	2016 Oct	2016 Nov	2016 Dec	2017 Jan	Total	2016 YTD
Gross Parking Revenues	\$238,662	\$260,567	\$253,341	\$261,282	\$242,206	\$255,916	\$248,428	\$227,289	\$274,832	\$271,416	\$257,734	\$272,146	\$3,063,819	\$3,051,195
Less Sales Taxes	(\$18,899)	(\$20,634)	(\$20,062)	(\$20,690)	(\$19,180)	(\$20,266)	(\$19,673)	(\$17,998)	(\$21,763)	(\$21,493)	(\$20,410)	(\$21,551)	(\$242,619)	
Less Credit Card Transaction Fees	(\$4,597)	(\$4,712)	(\$4,626)	(\$5,040)	(\$4,847)	(\$4,984)	(\$4,649)	(\$4,795)	(\$4,875)	(\$4,354)	(\$5,480)	(\$5,191)	(\$58,150)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$215,166	\$235,221	\$228,653	\$235,552	\$218,179	\$230,666	\$224,106	\$204,496	\$248,194	\$245,569	\$231,844	\$245,404	\$2,763,050	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$78,600	\$78,600
Concession Fees	\$150,521	\$165,161	\$160,367	\$209,113	\$198,065	\$207,969	\$202,744	\$185,676	\$226,752	\$224,285	\$211,383	\$224,130	\$2,366,167	\$2,355,812
Total Airport Revenues	\$157,071	\$171,711	\$166,917	\$215,663	\$204,615	\$214,519	\$209,294	\$192,226	\$233,302	\$230,835	\$217,933	\$230,680	\$2,444,767	\$2,434,412
Passenger Enplanements	25,758	29,800	28,841	30,999	34,862	34,112	32,993	29,402	31,590	32,384	34,948	27,784	373,473	

EXHIBIT G (CONTINUED)
PORT OF PASCO - TRI-CITIES AIRPORT (PSC)
Request for Proposals - Terminal Automobile Parking Concession
Historical Monthly Parking Revenues and Passenger Enplanements (Thru May 2018 YTD)

	2017 Feb	2017 Mar	2017 Apr	2017 May	2017 Jun	2017 Jul	2017 Aug	2017 Sep	2017 Oct	2017 Nov	2017 Dec	2018 Jan	Total	2017 YTD
Gross Parking Revenues	\$272,711	\$319,892	\$288,596	\$304,077	\$279,905	\$282,555	\$260,329	\$264,147	\$296,594	\$292,876	\$271,632	\$258,016	\$3,391,330	\$3,405,460
Less Sales Taxes	(\$21,595)	(\$25,332)	(\$22,853)	(\$24,079)	(\$22,165)	(\$22,375)	(\$20,615)	(\$20,917)	(\$23,487)	(\$22,839)	(\$21,510)	(\$20,432)	(\$268,199)	
Less Credit Card Transaction Fees	(\$5,007)	(\$5,103)	(\$5,239)	(\$6,278)	(\$5,671)	(\$6,083)	(\$5,404)	(\$5,206)	(\$5,296)	(\$4,798)	(\$5,678)	(\$5,294)	(\$65,057)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$246,109	\$289,457	\$260,504	\$273,720	\$252,069	\$254,097	\$234,310	\$238,024	\$267,811	\$265,239	\$244,444	\$232,290	\$3,058,074	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$6,550	\$78,600	\$78,600
Concession Fees	\$173,110	\$204,754	\$196,057	\$257,285	\$227,874	\$230,520	\$213,701	\$217,193	\$245,192	\$242,775	\$223,227	\$211,803	\$2,643,489	\$2,655,817
Total Airport Revenues	\$179,660	\$211,304	\$202,607	\$263,835	\$234,424	\$237,070	\$220,251	\$223,743	\$251,742	\$249,325	\$229,777	\$218,353	\$2,722,089	\$2,734,417
Passenger Enplanements	25,220	31,719	28,491	31,613	35,638	36,025	32,262	30,503	31,434	31,045	33,109	27,803	374,862	
	2018 Feb	2018 Mar	2018 Apr	2018 May	2018 Jun	2018 Jul	2018 Aug	2018 Sep	2018 Oct	2018 Nov	2018 Dec	2019 Jan	Total	2018 YTD
Gross Parking Revenues	\$250,432	\$308,541	\$286,279	\$298,954	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,144,206	\$1,402,222
Less Sales Taxes	(\$19,832)	(\$24,433)	(\$22,670)	(\$23,674)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$90,609)	
Less Credit Card Transaction Fees	(\$5,218)	(\$5,214)	(\$6,504)	(\$6,280)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$23,217)	
Net "Gross Receipts" as defined in the RFP "Sample Concession Agreement"	\$225,382	\$278,893	\$257,105	\$269,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,030,379	
Revenues to Airport														
Booth Rent	\$6,550	\$6,550	\$6,550	\$6,550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,200	\$32,750
Concession Fees	\$157,979	\$197,042	\$184,209	\$255,322	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$794,552	\$1,006,355
Total Airport Revenues	\$164,529	\$203,592	\$190,759	\$261,872	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$820,752	\$1,039,105
Passenger Enplanements	24,732	30,971	30,091	31,934	0	0	0	0	0	0	0	0	117,728	

EXHIBIT H
CONCESSIONAIRE'S PROPOSAL LETTER
PLACEHOLDER