



REQUEST FOR PROPOSALS (RFP)

Cruise Terminal Manager at Smith Cove Cruise Terminal at Pier 91

PORT OF SEATTLE
Pier 69
2711 Alaskan Way
Seattle, Washington 98121

RFP Issue Date: April 24, 2025

Proposal Due Date: July 7, 2025, at 10:00 a.m. Pacific

Time

The Port maintains a neutral competitive environment for all Proposers to protect the integrity of the selection process. A Proposer, or anyone on its behalf, may only contact the Port through the RFPP91CruiseTerminalManagement@portseattle.org email address regarding this RFP. Any communication concerning the content of this RFP by any Proposer, or anyone on its behalf, with any Port elected official or employee other than through the email address may result in the rejection of that Proposer's Proposal.

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REQUEST FOR PROPOSALS (RFP)

Cruise Terminal Manager at Smith Cove Cruise Terminal at Pier 91

BACKGROUND: The Port of Seattle is soliciting offers for a Tenant to manage cruise operations at Smith Cove Cruise Terminal at Pier 91. Award will be made to the Proposer offering the Best Value to the Port in accordance with the terms and conditions of this RFP.

RFP ISSUE DATE: April 24, 2025

PROPOSAL DUE DATE: July 7, 2025

Proposers are required to submit Proposals no later than the due date/time set forth in the RFP. Proposers must complete, sign, and submit the following submittal documents (and any documents required by such submittals) with their proposal:

- Submittal Document 1 - Proposal Form
- Submittal Document 2 - Operational Approach
- Submittal Document 3 - Environmental Stewardship Proposal
- Submittal Document 4 - Management Approach
- Submittal Document 5 - Financial Proposal
- Submittal Document 6 - Exceptions

PORT OF SEATTLE POINT OF CONTACT: RFPP91CruiseTerminalManagement@portseattle.org

NOTE: Proposers are instructed to read all Sections of this RFP to familiarize themselves with all RFP terms and conditions and to identify dates, times, and submittal requirements related to the development and submittal of Proposals. Proposers are further instructed to submit any questions or requests for clarification regarding this RFP to RFPP91CruiseTerminalManagement@portseattle.org soon as practicable and as otherwise required by the terms of this RFP.

SECTION I DEFINITIONS

The following terms are defined for purposes of this RFP:

1. **Lease:** The lease that the Port anticipates negotiating and executing shall govern the terms and conditions of the management and operation of Smith Cove Cruise terminal at P91, as described in Exhibit C, Draft Lease.
2. **Best Value:** The expected outcome of a procurement that, in the Port's estimation, provides the greatest overall benefit in response to the requirements based on the selection criteria.
3. **City:** The City of Seattle.
4. **Cruise Days:** The specific days when cruise ships call.
5. **Cruise Season:** Seven days before the first cruise call until seven days after the last cruise call, typically April through October. This period includes the shoulder season when ships are repositioning from or to other markets. These shoulder-season calls typically occur in early- April and as late as the end of November.
6. **Deficiency:** A material failure of a Proposal to meet a requirement or a combination of Significant Weaknesses in a Proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
7. **Non-cruise Days:** The days during the Cruise Season when no cruise ship is calling, and the P91 Cruise Facility may be available for other uses.
8. **Off-Season:** Typically, November through March when no cruise ships are scheduled. During this annual period, the cruise terminals are used by other maritime sectors for commercial vessel moorage/berthing and the passenger terminal buildings have some off-season events scheduled throughout the winter months.
9. **Tenant:** The entity with whom the Port will enter into the Lease to manage and operate Smith Cove Cruise Terminal at Pier 91.
10. **Port:** The Port of Seattle.
11. **Port Principles:** The guiding principles adopted by the Port to govern its cruise business as referenced in Section II-2 of this RFP.
12. **Proposal:** A proposal submitted by a Proposer in response to this RFP.
13. **Proposer:** An entity that submits a Proposal in response to this RFP.
14. **RFP:** This Request for Proposals for a Tenant to manage the cruise terminal at Smith Cove Cruise Terminal at Pier 91.
15. **RFP Addenda:** The formal written addenda to this RFP issued by the Port.

- 16. Significant Weakness:** A flaw in a Proposal that appreciably increases the risk of unsuccessful contract performance.
- 17. Strength:** An aspect of a Proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous during contract performance.
- 18. Smith Cove Cruise Terminal:** The approximately 12 acres of Terminal 91 currently designated as the preferential use area, having at least twelve hundred (1,200) lineal feet of moorage along both the east and west sides of Pier 91 and owned by the Port.
- 19. Smith Cove Cruise Terminal Building:** The terminal building used to process passengers at the P91 Cruise Facility, including the Customs and Border Protection passenger processing facilities.
- 20. Weakness:** A flaw in a Proposal that increases the risk of unsuccessful contract performance.

End of Definitions

SECTION II RFP BACKGROUND AND PROCESS

1. INTRODUCTION AND BACKGROUND

1.1 The Port is seeking to enter into a Lease with a Tenant to undertake the management and cruise operations at Smith Cove Cruise Terminal at Pier 91. Specifically, the Port is looking for a Tenant with proven expertise that will effectively and efficiently manage the terminal and cruise day operations and will deliver a customer experience that will enhance the demand for and reputation of the Port's cruise business and run the terminal business in a world-class manner. cruise terminal building, preferential use area and parking areas.

1.2 This RFP is intended to allow negotiations with respondents and ultimately result in the execution of a Lease with a Tenant that offers the Best Value to the Port.

2. PORT PRINCIPLES

The Port developed guiding principles to guide in its cruise business (the "Port Principles") on March 12, 2019, by adopting Motion 2019-02, which are attached as [Exhibit G](#).

3. ANTICIPATED RFP SCHEDULE:

The following anticipated dates are provided for planning purposes only. The Port reserves the right to modify the anticipated schedules as circumstances warrant

Event	Anticipated Date
RFP Issue Date	April 24
Optional T91 tour of premises	May 07
Questions Due to Port	May 16
Port’s Answers to Questions	May 26
Proposals Due	July 7
Finalize Lease Negotiations	July/August 2025
Commission Approval	August 2025
Lease Execution	September 2025

4. PRE-PROPOSAL MEETING AND SITE TOUR

- 4.1 The Port will offer and coordinate one voluntary pre-Proposal site tour for all interested proposers on May 07, 2025, at 2:00 p.m. Pacific Time at Smith Cove Cruise Terminal at Pier 91 located at 2001 West Garfield Street, Seattle, Washington. Prospective Proposers are encouraged to have read through this RFP in its entirety prior to the site tour. Three representatives per company will be allowed to participate on the site tour. Proposers who wish to attend the pre-Proposal site tour are to pre-register and notify RFPP91CruiseTerminalManagement@portseattle.org, providing the entity name and number of attendees, no later than 3:00 p.m. Pacific Time on May 01, 2025. The title of the email shall read “Pre-Proposal Site Tour.”
- 4.2 Directions can be found at [Smith Cove Cruise Terminal at Pier 91 | Port of Seattle](#) The Port will attempt to address any questions or requests for clarification during the pre-Proposal site tour. Any information provided at the pre-Proposal site tour that may be construed to be inconsistent with the express terms and conditions of this RFP is unofficial and non-binding on the Port unless and until that information is issued by the Port via written RFP Addenda.

5. RFP ADDENDA

- 5.1 RFP Addenda will be issued electronically.
- 5.2 Each Proposer shall acknowledge in its submitted Proposal that it has obtained all RFP Addenda issued. It is the sole responsibility of the Proposer to obtain all RFP Addenda.

- 5.3 All RFP Addenda issued shall become part of this RFP.
- 5.4 All RFP requirements shall remain unchanged except as expressly modified by an RFP Addendum.

6. PROPOSALS AND INTERVIEW PROCESS

- 6.1 **Proposal** Proposals are due on July 7, 2025, at 10:00 a.m. Pacific Time.
- 6.2 **Evaluation** The Port will evaluate the Proposals based on the evaluation criteria identified in Section II-13.4. The Port's evaluation will be based solely on the Proposals received in connection with this RFP process.
- 6.3 **Revised Proposals**
 - 6.3.1 The Port has the option to request revisions to Proposals. The Port reserves the right to conduct meetings, discussions, and interviews and request revised Proposals at its sole discretion.
 - 6.3.2 Any revised Proposals shall be provided in the same format as the initial Proposals, or as otherwise directed by the Port. Proposers are instructed to submit their best prices and technical solutions in revised Proposals, as the Port reserves the right to further shortlist to those Proposers determined to have a reasonable chance of award based on the most recent iteration of the revised Proposals.
 - 6.3.3 The Port will evaluate any revised Proposals based on the evaluation criteria identified in Section II-13.4.
 - 6.3.4 The due date and time for submission of any revised Proposals will be provided to Proposers via RFP Addenda.
- 6.4 **Proposal Process and Conditions**
 - 6.4.1 Proposers are responsible for submitting Proposals (both the initial Proposal and any revisions thereto) via email to RFPP91CruiseTerminalManagement@portseattle.org, including any modifications or revisions, so as to reach the Port before the due date and time specified for submission of Proposals in this RFP.

The e-mail shall include the RFP title and Proposal due date and time in the subject line of the e-mail.

 - 6.4.1.1 The Port's e-mail server will not accept files larger than 10MB. If the Proposal file is larger than 10MB, it shall be sent in multiple emails in accordance with the above and be labeled. "Email 1 of 5," "Email 2 of 5," etc.
 - 6.4.1.2 DO NOT submit .ZIP files. By Port security policy, all .ZIP file attachments are removed/dropped at the email firewall and will not be accessible as part of your Proposal. The Port may use the time stamp on the e-mail(s) to determine timeliness.
 - 6.4.1.3 The Port is not responsible for the Proposer's technical difficulties in submitting Proposals electronically.
 - 6.4.2 Any Proposal (or modification or revision thereto) submitted and received after the due dates and times specified for submission of Proposals may be rejected, at the sole discretion of the Port.

- 6.4.3 Proposers shall submit Proposals in response to this RFP in English and in U.S. dollars.
- 6.4.4 Proposers may submit modifications to their Proposals at any time before the due date and time established for the submission of Proposals.
- 6.4.5 Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of written notice by the Port.
- 6.4.6 Proposals shall generally be on letter-sized (8.5” x 11”) paper and use a font no smaller than size 11.
- 6.4.7 The page limit associated with each submittal document is identified in each of the submittal sections herein.

6.5 Questions and Communications with the Port

- 6.5.1 All questions and requests for clarification and/or interpretation regarding this RFP shall all be submitted in writing by email to RFPP91CruiseTerminalManagement@portseattle.org.
- 6.5.2 Proposers shall promptly notify the Port of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of the RFP. Proposers are strongly encouraged to submit any and all questions and requests for clarification and/or interpretation as soon as practicable. Questions and requests for clarification and/or interpretation must be received by the Port no later than 10:00 a.m. Pacific Time on May 16, 2025. Responses to questions will be provided on or around May 26, 2025. Questions and requests for clarification and/or interpretation received after this time and date will not be considered.
- 6.5.3 The Port will issue all formal responses to all questions and requests for clarification and/or interpretation (including answers, interpretations, and clarifications) via RFP Addenda to all Proposers. Only responses issued in RFP Addenda will be binding on the Port. All other responses (including oral interpretations, clarifications, or submittal instructions) will be without legal effect and shall not be binding on the Port.
- 6.5.4 Competitive Integrity. The Port maintains a neutral competitive environment for all Proposers to protect the integrity of the selection process. A Proposer, or anyone on its behalf, may only contact the Port through the RFPP91CruiseTerminalManagement@portseattle.org email address concerning this RFP. Any communication concerning the content of this RFP by any Proposer, or anyone on its behalf, with any Port elected official or employee other than through the email address may result in the rejection of that Proposer’s response.

6.6 Qualifications of Proposers

- 6.6.1 The Proposer shall be familiar with all federal, state, and local laws,

ordinances, and regulations that in any manner might affect those engaged or employed in meeting requirements in the Lease resulting from this RFP or the materials, equipment, or procedures applicable to meeting the requirements in the Lease resulting from this RFP, or that in any other way would affect the conduct of meeting the requirements of the Lease resulting from this RFP.

6.7 Proposer's Representation

The Proposer represents that:

- 6.7.1 The Proposer has read and understands the RFP and that the Proposal is offered in accordance with the RFP requirements. The failure or omission of the Proposer to examine all pertinent forms, instruments, applicable statutes, or other requirements shall in no way relieve the Proposer from the RFP requirements.
- 6.7.2 The Proposer has the qualifications and is eligible to receive an award of this RFP under applicable laws and regulations.
- 6.7.3 The Proposal is based upon the requirements described or presented in the RFP and described in detail in the Tenant Duties and Responsibilities.
- 6.7.4 The Proposal submitted is unconditional in all respects except as expressly noted.
- 6.7.5 The Proposer bears full responsibility for all costs associated with the preparation, submittal, and delivery of the Proposal and any revisions thereto.

7. NEGOTIATIONS

- 7.1 The Port will evaluate each Proposal (as may be revised) in accordance with the evaluation criteria identified in Section II-13.4 herein. The Port reserves the right to conduct negotiations and/or discussions with any or all Proposers in the competition.
- 7.2 The Port reserves the right to request multiple rounds of revised Proposals from those Proposers who continue to have a reasonable chance of award at each round of revised Proposals.
- 7.3 The Port reserves the right to call for final Proposals at the conclusion of negotiations and/or discussions. A common cutoff date and time may be established for the submission of final Proposals. Proposers from whom a final Proposal is requested who submit their final Proposal late or fail to respond to the request may be removed from the competition. Should the Port call for final Proposals, the Port intends to make a final Best Value determination upon the information contained therein.
- 7.4 Upon the conclusion of evaluations, the Port may enter into negotiations

for a Lease with the Proposer determined to offer the Best Value to the Port.

8. LEASE

- 8.1 Upon successful negotiation and approval by the Port Commission, the Proposer offering the Best Value to the Port will enter into a Lease with the Port that will govern the management and cruise operations of Smith Cove Cruise Terminal at Pier 91.
- 8.2 The Port intends to negotiate a Lease that includes provisions substantially in accordance with the attached draft Lease, which is included as Exhibit C to this RFP. If a Proposer believes that specific changes to the Port's draft Lease are necessary, the Proposer should provide a redlined copy as part of a response to Submittal Document 6 along with explanations for all requested changes. Proposers should additionally include any other required terms, conditions, or any other agreements that Proposers desire as an appendix to the Proposals.

9. RIGHTS OF PORT

- 9.1 The Port retains the right to cancel this RFP and reject any or all Proposals with no liability to the Port.
- 9.2 The Port may reject any or all Proposals if such action is in the Port's interest.
- 9.3 The Port may waive informalities and minor irregularities in any Proposals received.
- 9.4 The Port reserves the right to conduct clarifications or discussions at any time with one or more of the Proposers.
- 9.5 The Port reserves the right to conduct simultaneous negotiations with one or more of the Proposers.
- 9.6 The Port reserves the right to terminate negotiations with any Proposer, and to immediately commence negotiations with the next highest rated Proposer.
- 9.7 The Port reserves the right to reject any Proposer that submits an incomplete or inadequate Proposal or is not responsive to the requirements of this RFP.
- 9.8 The Port reserves the right to take any action affecting the RFP process that is determined to be in the best interest of the Port.
- 9.9 Upon receipt by the Port, all Proposals including any and all attachments to a Proposal will become the property of the Port. The Port will have the right to copy, reproduce, or otherwise dispose of each Proposal received including any idea, scheme, design, technique, suggestion, layout, or plan received during the process. The Port will be free to use any information received during the process for any purpose related to the RFP process without payment of any kind or liability therefore and shall not be liable

for any use of such information.

10. PUBLIC DISCLOSURE

10.1 As a public agency, the Port is subject to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington (RCW). As such, the Port may be required to disclose information provided in a Proposal or other documents provided in connection with this RFP. The Proposer shall be responsible for and bear the costs of taking legal action in an attempt to prevent disclosure of such documents. In no event shall the Port be liable to the Proposer for disclosure of Proposals (or related documents) the Port deems disclosable under RCW 42.56.

11. PROTEST PROCEDURES

11.1 All protests of any decision made by the Port in connection with this RFP shall be governed by the procedures attached as **Exhibit B** to this RFP.

12. PROPOSAL INSTRUCTIONS

12.1 Proposers shall fully address the questions and requests for information included in each of the submittal documents in their Proposals. Proposals shall be formatted in searchable .pdf format. Failure to adequately address any of the questions or requests for information may result in a less favorable evaluation assessment or outright rejection of the Proposal.

13. EVALUATION OF PROPOSALS

13.1 By participating in this RFP process, the Proposer acknowledges that it has read, understood, and agrees to the terms and conditions set forth in this RFP. The Port reserves the right to reject any Proposal that does not comply with the requirements identified herein. Furthermore, the Port may, in its sole discretion and without notice, modify, suspend, or terminate this RFP without liability to the Port. This RFP does not constitute an offer to buy or create an obligation for the Port to enter into an agreement with any party, and the Port shall not be bound by the terms of any Proposal until the Port has entered into a fully executed Lease.

13.2 The Port reserves the right, without qualification and in its sole discretion, to modify, suspend, or withdraw this RFP, accept or reject any or all responses for any reason at any time after submission, or enter into one or more Agreements at any time with one or more Proposers which, in the sole opinion of the Port, will provide the Best Value to the Port.

13.3 The Port will evaluate Proposals in consideration of the common set of criteria listed below. The Port reserves the right to determine, in its sole discretion, the value to the Port of any or all responses. Award will be made to the Proposer offering the Best Value to the Port, considering both price and non-price factors. This list of criteria may be revised via written RFP Addenda at the Port's sole discretion.

13.4 The evaluation criteria are listed in the following table. For purposes of Proposal evaluation and making the Best Value determination, Operational Approach is the most important factor and is moderately more important than the Financial Proposal and Management Approach, which are approximately equal in value, and are each moderately more important than Environmental Stewardship.

Criteria	Description	Relevant Submission Requirements
Operational Approach	The degree to which the Proposal demonstrates the ability to operate a cruise facility in a manner that will meet or exceed the requirements described in the RFP, including the specific elements identified in Submittal Documents 2.	Submittal Document 2
Financial Proposal	The degree to which the proposed business arrangement provides a financial benefit to the Port, consistent with the elements identified in Submittal Document 5.	Submittal Document 5
Environmental Stewardship	The degree to which the Proposal meets the Environmental Stewardship requirements and other key Port Principles guiding the cruise business, including the specific elements identified in Submittal Document 3.	Submittal Document 3
Management Approach	The degree to which the Proposal reflects a management approach consistent with the development and operation of a cruise facility, including the specific elements identified in Submittal Document 4.	Submittal Document 4

14. RATINGS

Each criterion will be evaluated using the ratings below. The ratings reflect the degree to which the Proposal exceeds, meets, or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of a Proposal. Assessment of technical risk, which is manifested by the identification of technical deficiencies and/or weakness(es), considers the potential for schedule disruption, increased costs, degradation of performance, the

need for increased oversight, or the likelihood of unsuccessful contract performance.

Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple Strengths which far outweigh any Weaknesses. Risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one Strength. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach to and understanding of the requirements. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and therefore contains one or more Significant Weaknesses or deficiencies. Risk of unsuccessful performance is unacceptable. Proposal is unawardable.

End of RFP Background and Process

SECTION III RFP SUBMITTAL DOCUMENTS

SUBMITTAL DOCUMENT 1: PROPOSAL FORM

Each Proposer shall execute a Proposal Form in the form identified below.

To: PORT OF SEATTLE

We agree, if this Proposal is accepted, to enter into a Lease with the Port subject to the requirements of this RFP and the terms and conditions contained herein.

By submitting a proposal, Proposer hereby acknowledges all Addenda.

Submitted By:	

	(Complete, Registered Company Name)

	(Name of Proposer- typewritten or printed)

	(Signature and Title)
Address:	

	(Business Address - typewritten or printed)
Telephone:	
Fax:	
Email:	
Date:	
Washington Unified Business Identifier (UBI)	

SUBMITTAL DOCUMENT 2: OPERATIONAL APPROACH

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to ten (10) pages. Proposers should review the duties included as EXHIBIT D and answer the following questions:

Describe in detail your proposed approach to the operations of Smith Cove Cruise Terminal at P91 that will meet or exceed the requirements described in this RFP. Your response should include the following elements:

1. The Tenant will process all berth applications to determine berth allocation. The Port will be responsible for approving all homeport cruise ship applications and subject to the Port's berthing policy, Tenant shall be responsible for approving all port-of-call cruise ship applications. Describe your proposed approach to cruise scheduling as well as the mix of vessels expected to call taking into consideration any agreements in place between the port and cruise lines. Attached as **Exhibit F** to this RFP are the 2025 cruise schedule and the draft 2026 cruise schedule.
2. Describe your experience and planned approach to performing passenger services and guest flow. Share your experience with passenger check-in systems and facial recognition technology. Include your experience in hospitality and concierge services and examples of how these would be performed at Smith Cove Cruise Terminal.
3. Describe your approach and experience in working with U.S. Customs and Border Protection.
4. It is anticipated that the Tenant will hold the cruise terminal security plan and manage the cruise security operations on the premises on cruise days. Describe in detail your proposed approach to security including security guards, screeners, and all security equipment operators. Terminal 91 is a multi-use facility so cruise security will work in concert with port security overseeing the broader terminal operations. Provide your approach to safety and security while keeping customer service in mind. Include experience specific to cruise terminal security operations and resources.
5. Describe your planned approach to ensuring stevedoring services are provided to meet the cruise lines requirements for regular turn-around calls and special needs of the vessel when at berth. Include your plan for baggage operations, provisioning, truck movements, and supplying equipment needed for a turnaround operation.
6. Describe your approach and your experience in working with the International Longshore and Warehouse Union (ILWU) and other represented workers and your plan to implement a successful relationship with them. Use examples of demonstrated experience in this area.
7. Describe your transportation management approach. As stated in the Port Principles, the Port is seeking vehicle trip reduction opportunities and options other than passenger vehicles for access to Smith Cove Cruise Terminal. Transportation of customers from the region, the downtown area, and the airport to Smith Cove Cruise Terminal have both traffic and related air quality impacts. The Port and the City will require the operator to commit to programs that reduce vehicle trips to as part of an overall transportation management plan and to provide operational plans to avoid or reduce congestion, idling, and local queuing on rights of way. What commitments and programs would your team

be willing to make to reduce cruise passenger, provisioning, and employee trips to and near Smith Cove Cruise Terminal?

8. Provide a plan for janitorial services and site management.
9. Describe your approach for coordination of operations with the Port and other tenants that may occupy other portions of Terminal 91.
10. Describe your approach for coordination with the Port or the Port's assignee per the Event License, a draft of which is included as Exhibit C to Draft Lease Exhibit C.

Tenant will be responsible for all maintenance, repair, and replacement as described the draft lease **Article 13: Maintenance and Repair**. Describe your approach to preventative maintenance, repairs and replacements and explain your experience in these areas.

SUBMITTAL DOCUMENT 3: ENVIRONMENTAL STEWARDSHIP PROPOSAL

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to three (3) pages.

Describe in detail your proposed approach to helping meet the Port's goal for environmental stewardship and sustainability that exceeds regulations. Your response should include the following elements:

1. Describe generally how your environmental stewardship proposal conforms to Port Principles (Section II-2 of this RFP).
2. Provide a plan showing how the proposed terminal building and at-berth operations will meet or exceed the Port's goal of reducing carbon by 50 percent by 2030 and being carbon-neutral by 2050. The plan should include near-term terminal, and equipment upgrades to phase out greenhouse gas emissions and air pollution as soon as possible. It also should include operational, performance measurements, and plans to share emissions information in support of Port, regional, state, and international air quality and GHG emission inventories. To the extent possible, identified strategies will advance existing climate change and air quality strategies held by the Port, City, and King County such as the Northwest Ports Clean Air Strategy. Assume shore power availability at berth as part of the plan and include berthing strategies to support all homeport vessels plugging in by 2027. Provide information on any existing air quality and climate change plans you have in place as evidence of your ability to meet these goals.
3. Identify the operational features you would include at Smith Cove Cruise Terminal exceed the City of Seattle commercial building energy code. Provide examples from your existing operations, if available, as evidence of your ability to meet these goals.
4. Identify suggested improvements or upgrades you will employ to reduce water consumption beyond code requirements. Provide examples from your existing operations, if available, as evidence of your ability to meet these goals.
5. The Port has goals for Port-managed facilities to achieve a waste diversion rate of more than 60 percent. Provide goals and strategies for waste diversion at the cruise terminal. Provide information from your current operations as evidence of your ability to meet these goals.
6. Explain other environmental stewardship opportunities your team will bring to the cruise operation that will demonstrate national leadership and advance the Port's efforts to be the greenest port in North America. Provide examples from your existing operations, if available, as evidence of your ability to meet these goals.
7. Describe your plan for ensuring operations are in compliance with environmental policies and BMPs (see Exhibit E) prioritizing stormwater management.

SUBMITTAL DOCUMENT 4: MANAGEMENT APPROACH

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to four (4) pages. Resumes provided will be excluded from the page limit restriction. Proposers should review the Manager duties in Exhibit D Tenant Duties and Responsibilities, and answer the questions below.

Each Proposer shall provide a narrative description of its team, along with a discussion of the allocation of responsibilities between team members and an organizational chart that addresses the following:

1. Describe the proposed legal entity that will enter into the Lease with the Port. Provide the name of the individual who will lead negotiations. Describe their current roles and responsibilities and their latitude to make decisions.
2. In an organizational chart and narrative, describe the responsibilities of and relationships between individual positions and a rationale for the organizational structure, proposed roles, responsibilities, and lines of authority, and how the organizational structure promotes individual and organizational accountability.
3. Describe examples of team members managing a facility with conflicting interests from tenants or other interested parties. Detail the situations as well as how the issues were addressed.
4. Provide resumes of key individuals and their relevant experience.
5. Provide two examples on which the Proposer performed responsibilities similar to those envisioned here. The Port may conduct reference checks as part of its evaluation of proposed team members' experience and technical competence. If the Port does elect to conduct reference checks, they will be evaluated and scored under this criterion.
 - a. The Port reserves the right to contact client representatives not included on the list for references where the Port has knowledge that a Proposer has performed similar work. Proposals shall include, at a minimum, the following information:
 - Location, and duration, and dates key staff worked at the terminal.
 - Brief description of the experience and how it relates to the management of Smith Cove Cruise Terminal.
 - Contact information for the client's representative best able to provide a reference.
6. Describe the overall management approach, including the strategies the Proposer will employ to achieve a thorough and clear understanding of the Port's goals and objectives. Identify three (3) key challenges and, for each challenge identified, propose a strategy to mitigate the potential negative impacts of the challenge and identify any unique approaches, strengths, and/or differentiating resources that will assist the Proposer in approaching the challenge.

SUBMITTAL DOCUMENT 5: FINANCIAL PROPOSAL

Proposers shall complete responses to the following questions and requests.

Proposers shall limit responses to this Submittal Document to three (3) pages.

The Tenant will be responsible for collecting a per-passenger fee or tariff and dockage and remitting it to the Port. Currently, the Port collects a per-passenger fee based on negotiated agreements or a per-passenger tariff for ship calls not subject to a negotiated agreement. The Tenant would NOT separately set its own customer charges or fees in addition to the Port's per-passenger fee.

The Tenant shall be responsible for paying for all costs associated with managing and operating the Terminal (including all maintenance and repair obligations), except as explicitly described in the draft Lease as a cost to be borne by the Port, included as Exhibit C. In all circumstances the Tenant shall be liable for all costs associated with any item that is a result of the Tenant's fault, omission, any accident during the operation of the Terminal or negligence in the execution of its duties, its employees, or any contractor under the direct contract and or control of the Tenant.

Proposers should review the Tenant responsibilities in Tenant Duties and Responsibilities Exhibit D and the draft Lease in Exhibit C and answer the questions below:

1. As the Tenant, what percentage of Port Directed Cruise Fee Revenue, as defined in the Draft Lease included as Exhibit C, would you pay the Port as Rent?

Note: Tenant shall pay the Port fifty percent (50%) of Flow-Through Event Revenue, as described in the Draft Lease included as Exhibit C, and this portion of the Percentage Fee is attributable to the Terminal 91 Lease Area and is subject to Leasehold Excise Tax, as listed in Article 4, Section 1.1.2 of the Draft Lease, and paragraph ten (10) of Exhibit C in the Draft Lease.

2. Describe the financial feasibility of the terminal operations, including the key risks and opportunities.
3. Based on the scope described above, provide a cash flow spreadsheet with any Tenant fees and/or revenue-share assumptions for the proposed term of the Lease beginning in 2025 through Lease extension periods.
4. Although total revenue will vary by year based on the number of passengers and any per-passenger fee or dockage fee rate change, assume the Port's total annual net revenue of \$50 million in per-passenger fees for each year of the Lease term in preparing the cash flow spreadsheet. The information should be submitted in Excel format. The Excel document shall not count toward the general page limitation for this submittal.
5. Describe the legal entity that will execute the Lease with the Port and will guarantee performance for the duration of the Lease and provide the prior year financial statements for past three years.



SUBMITTAL DOCUMENT 6 - EXCEPTIONS

Proposers shall identify any exceptions to the Port's proposed Draft Lease, attached as Exhibit C hereto. The list of exceptions should identify with particularity the term or conditions to which exception is taken, the reason for the exception, and any alternate proposed language to the Draft Lease attached as Exhibit C.

End of RFP Submittal Documents

SECTION IV EXHIBITS

[EXHIBIT A - SITE MAP](#)

EXHIBIT B - PROTEST PROCEDURES

These protest procedures are included in this RFP to provide a prompt, fair, and equitable administrative remedy to all Proposers regarding alleged substantive errors or omissions in the RFP or regarding any decision by the Port to shortlist a Proposer, execute a Lease, or declare a response non-responsive.

1. TIMING

Any Proposers showing a substantial economic interest under this RFP may protest to the Port (a "Protest") only in accordance with the procedures set forth below. There are two types of protest available to Proposers. The first type of protest must be submitted by the date stated below. The second type of protest can be filed within the time period stated below.

Protests based on the form or content of the RFP documents:

Any Protest based on the form or content of the documents included with the RFP or any RFP Addenda (including, but not limited to, any terms, requirements, and/or restrictions therein) must be filed with the Port as soon as practicable via email at: RFPP91CruiseTerminalManagement@portseattle.org, Subject: RFP Protest. This is the point where Proposers must raise any concerns relating to the evaluation criteria.

No protest based on the form or content of the RFP documents, including the evaluation criteria, will be considered if received by the Port after 10:00 a.m. Pacific Time two days prior to the date Proposals are due.

Other Protests:

Protests based on circumstances other than the form or content of the RFP documents must be submitted to the Port via email to RFPP91CruiseTerminalManagement@portseattle.org, Subject: RFP Protest, no later than 5:00 pm Pacific Time two (2) business days (defined as Monday through Friday except for U.S. federal holidays) after the Proposer knew or should have known of the facts and circumstances upon which the Protest is based.

No Protest will be considered by the Port if all responses are rejected or if the Protest is received more than two (2) business days after the award decision.

2. CONTENTS OF PROTEST

To be considered, a Protest shall be in writing and shall include: (1) the name, street address, telephone number, and email address of the aggrieved party; (2) the economic interest of the aggrieved party; (3) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.

3. REVIEW

For Protests prior to proposal submission, the Port reserves the right to resolve or to attempt to resolve through an RFP Addendum any Protest that concerns the form or content of the RFP documents and which was timely received.

This process does not create any due process rights but is intended to allow Proposers

to raise concerns regarding actions taken regarding the process. The Port shall promptly consider a Protest based on the written submittal. In its sole discretion, the Port may give notice of the Protest to other interested parties, including other Proposers. A Protest after proposals are due shall not be considered valid unless and until the Proposer has completed a post-response review as described below.

For Protests after proposals are due, the following types of issues will be considered an appropriate basis for a Protest:

- An alleged violation of state or federal laws;
- An alleged violation of Port policies or procedures; or
- An alleged failure of the Port to follow terms or processes set out in this RFP.

The filing of a Protest does not operate as a stay of action in relation to the selection process.

4. DISCRETIONARY PROTEST HEARING:

The Port may, in its sole discretion, elect to hold a hearing regarding a Protest. A hearing will not, however, generally be held unless the Port believes it would be helpful to the resolution of the Protest. At a hearing, the aggrieved party would be given a reasonable opportunity to present relevant testimony and evidence and to make legal arguments. Other interested parties may also be given the opportunity to do so. Any hearing may be recorded, and the Port would maintain an official record of all documentary evidence presented at the hearing. A hearing panel would consist of one or more persons appointed by the Port's Executive Director.

The Port's General Counsel or his or her designee may also participate in the hearing as a voting or non-voting member.

The Port will issue a written Final Decision. In making its Final Decision, the Port may consult with others and consider information relating to the Protest from any source, including other interested parties. A copy of the Final Decision will be provided to the aggrieved party, and any other party as may be required, by email.

5. JUDICIAL PROCEEDINGS

All judicial proceedings must be filed within two (2) business days of the issuance of the Port's Final Decision.

An aggrieved party that intends to commence judicial proceedings shall specifically provide notice to the Port prior to the commencement of such proceedings via email to RFPP91CruiseTerminalManagement@portseattle.org. The notice shall also be provided to the Port's General Counsel at 2711 Alaskan Way, P.O. Box 1209, Seattle, WA 98111, (206) 787-3000.

6. STRICT COMPLIANCE

Strict compliance with these Protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these Protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the contract. No person or party may pursue any judicial or administrative proceedings challenging the

RFP or any part of the process without first exhausting the administrative procedures specified herein.

7. REPRESENTATION

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

8. ACKNOWLEDGEMENT

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

[EXHIBIT C - DRAFT LEASE](#)

EXHIBIT D - TENANT DUTIES AND RESPONSIBILITIES

The Tenant shall use the Terminal for the purposes approved by the Port and the relevant authorities only and shall not use the Terminal for any other purpose without the prior written consent of the Port. Without prejudice to the foregoing, the following is a general description of the intended use of the Terminal:

- (1) The primary function of the Terminal is to serve as an international cruise terminal, which may include:
 - a. The handling, accommodation, and provisioning of international cruise passenger ships; and
 - b. The handling, accommodation and servicing of passengers and associated cargo, and other activity incidental to such operations.

Duties, Responsibilities, and Scope of the Tenant

The Tenant shall provide and perform the following scope of services for the Terminal as outlined below. Key services include, but are not limited to, passenger handling, baggage operations, facility maintenance, traffic circulation, and customer service. This is not an all-exhaustive list, but rather generally describes the major functions of the Tenant. The Tenant however will be responsible for all other functions necessary for the operations of the Terminal that may not be described below but become necessary to achieve the objectives of this RFP.

I. GENERAL TERMINAL MANAGEMENT

- (1) The Tenant shall manage and operate the Terminal in a manner to meet the objectives of making it and maintaining it as a world-class standard infrastructure with efficient, secure, and user-friendly facilities to meet the needs of its customers, including cruise lines and cruise passengers.
- (2) Except for such equipment relating to the functioning of the Terminal owned and furnished by the Port, the Tenant shall provide equipment, materials, and labor necessary to manage, operate, facilitate, and oversee all activities for the performance of the Terminal's functions. The Tenant shall pay for and either lease or purchase the equipment whichever the Tenant feels is most advantageous.
- (3) The Tenant shall work with the Port to develop and implement programs to continuously review the performance of its services and activities within the Terminal including stevedoring services, berthing services, passenger services, security services, ground transportation services, tenant relations and terminal facilities administration, where applicable. This effort includes organizing and coordinating meetings of stakeholders of the Terminal to ascertain their concerns and objectives.
- (4) The Tenant shall coordinate and administer all licenses and concessions granted in respect of premises within the Terminal to third parties (which have been approved in writing by the Port) and shall communicate with all third-party tenants, licensees, and concessionaires to address any concerns or requests.

II. GENERAL TERMINAL OPERATIONS

- (1) The Terminal shall be open at such times as required to handle, accommodate and supply the vessels which berth at the Terminal.
- (2) The Tenant shall conduct its operations in an orderly and proper manner, as not to annoy, disturb or be offensive to others near or at the Terminal including nearby neighborhoods. The Tenant shall work with the Port to correct any issues and remove the cause of any objection due to lighting, noise, and traffic impacts. The Tenant shall correct any issues and remove the cause of any objection due to the demeanor, conduct or appearance of any of the employees of the Tenant or of any other party who is at the Terminal with the consent of the Tenant.
- (3) The Tenant shall promptly remove from the Terminal all garbage, debris, and other waste materials whether solid or liquid arising out of its operations hereunder. Any such material which may be temporarily stored shall be kept in receptacles, designed, and constructed to contain the waste material safely. The said receptacles shall be provided and maintained by the Tenant and shall be kept covered except when being filled or emptied. The Tenant shall use extreme care when effecting removal of all such material and shall in no event make use of any facility or equipment of the Port for the removal of such material except with the prior consent of the Port. These activities shall be done in accordance with the Best Management Practices.
- (4) The Tenant shall not cause or permit to be caused or produced upon the Terminal, to permeate the same or to emanate therefrom, any unusual, noxious, or objectionable smokes, gases, vapors, or odors.
- (5) The Tenant shall not overload any floor, roof, land surface, bulkhead, pavement, landing, pier, or wharf at the Terminal and shall repair, replace, or rebuild any such, including but not limited to structural members, damaged by overloading.
- (6) The Tenant shall not do or permit to be done any act or thing at the Terminal which:
 - a. will invalidate or contravene any insurance policies covering the Terminal, or any part thereof; and/or
 - b. in the opinion of the Port, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations permitted by this Lease.
- (7) The Tenant shall promptly raise and remove or cause to be raised and removed all objects of any kind, including vessels or other floating structures and equipment which shall have sunk, settled, or become partially or wholly submerged within the Pier 91 berths. If such object was sunk because of an action by the Tenant, the Tenant shall pay for such removal or corrective action. If the occurrence is because of an action not under the control of the Tenant, the Port will pay for the removal.
- (8) The Tenant or its employees, or employees of other companies under the supervision of the Tenant shall not throw, discharge, or deposit or permit to be thrown, discharged, or deposited any cargo, refuse, ashes, or any material whatsoever, into or upon the waters of or about the Terminal.

- (9) The Tenant is to ensure that all used waste discharge from the vessels calling at the Terminal are discharged, collected, and disposed in an appropriate manner and in accordance with Ecology regulations.
- (10) The Tenant shall set up an Operations Center for the primary function of the Terminal which will be equipped with communications via telephone, radio, and internet to provide access, coordination and reporting for all operations, security, emergencies, and communications. The Operations Center may also be linked with the security control center if approved within the Security Plan. The Operations Center shall be open throughout the operating hours of the Terminal when cruise operations are in progress. At all other times, the Tenant must assign a designated duty manager/ personnel to be contactable 24 hours a day and 365 days a year for issues related to the Terminal.
- (11) The Tenant shall maintain coordination and liaison with the Port and any other relevant third party appointed by the Port, reporting promptly all pertinent information affecting the functioning of the Terminal.

III. PLANS AND PROCEDURES FOR PASSENGER SERVICES

- (1) The Tenant and any companies providing ground handling services shall develop and implement all plans and procedures to be adopted in respect of the efficient transit of passengers from and to ships berthed at the Terminal. Such plans shall be shared with the port and communicated to others as appropriate.
- (2) The Tenant shall maintain all way-finding signage and pavement striping inside and within the leased areas of the Terminal.

IV. REPORTING AND RECORDKEEPING

- (1) Throughout the year, as requested by the Port, the Tenant is to submit the projected cruise passenger throughput, schedule of cruise ship calls, and berth requests for the following Year including vessel arrival and departure time. The Tenant shall strive to show the calendars days that might be reserved for terminal maintenance or refurbishment.
- (2) By August 01 of each year (with an initial draft no later than July 01), the Tenant is to submit to the Port an annual plan for the Premises for the following calendar year. The annual plan must provide reasonable estimates of Revenue of Consequence. The annual plan will also include a narrative description of the proposed operations and security program. The annual plan will be Tenant's best estimate of operations for the following calendar year and the parties recognize that actual results may vary from the annual plan.
- (3) By November 15th of each year the Tenant is to submit to the Port the following:
 - a. A business plan and marketing strategy to achieve the targeted cruise traffic.
 - b. A description, budget and schedule of any, maintenance and repairs or replacements the Tenant proposes be made to the Terminal or to any equipment used in the operation of the Terminal to be paid by the Tenant.
 - c. A description, budget and schedule or any alterations of improvements the Tenant proposed to be made to the Terminal to be paid by the Tenant.

- d. A proposal to the Port for major maintenance or capital requirements to be paid by the Port.
 - e. Any other matter or item requiring the attention of the Port, including those which may not directly concern the Terminal.
- (4) Before the 2nd week of each month, the Tenant shall provide to the Port a monthly written report on the number of cruise ship calls and cruise passenger throughput statistics.
- (5) The Tenant shall maintain accurate books and records of accounts (including all source documents necessary to support financial statements and associated supporting schedules) detailing all charges, services and facilities fees, passenger fees, terminal incidents, and other reports and records as required by the Lease.
- (6) The Tenant shall make such books, records, and reports available to the Port or its designee/s for inspection and audit as required by the Lease.
- (7) To foster business relations and ultimately the operations of the Terminal, effective and timely communication between the Tenant, the Port and among all stakeholders is important. To facilitate communication the Tenant should create a communications plan that provides for effective communication flows and will endeavor to disseminate messages to all stakeholders in a timely and accurate manner. As examples of good industry practices the following are some important meetings and tools to be included in such a plan:
- a. A formal pre-season meeting each year, in partnership with the Port, with attendance open to the management of all the Terminal stakeholders, including cruise lines, shore operations agents, stevedores, ship agents, relevant government agencies including but not limited to the US Coast Guard, USCBP, Seattle Fire Department, Washington Department of Ecology, ground transportation providers and security staff. The purpose of the meeting is to introduce any changes to terminal procedures or processes, present planning, and strategic issues, and to provide a forum for stakeholders to discuss any changes to their own operations that may impact the operations of other stakeholders.
 - b. The Tenant should host internal safety and security committee meeting(s) as required in the Security Plan.
 - c. Vessel Scheduling. The Tenant shall be responsible for the effective scheduling of vessels arrivals, departures, and operations to maximize its use for its primary function as an international cruise ship terminal. The Tenant shall effectively schedule vessel arrivals, departures, and operations to not only maximize the Terminal's primary function as a cruise terminal but also align with the Port's overall policies, i.e., the requirement that 100% of homeporting cruise ships be shore power capable and use shore power by 2027.
- (8) The Tenant will process all berth applications to determine berth allocation. The Port will be responsible for approving all homeport cruise ship applications and subject to the Port's berthing policy, Tenant shall be responsible for approving all port-of-call cruise ship applications. Berth allocation should explicitly include:
- a. A method of prioritizing the berth allocation, which may include the following factors:

- i. Ship type
 - ii. Nature of ship calls
 - iii. Ship size
 - iv. Passenger volumes, dates, and number of calls
 - v. Shore power capability and location of shore power connection points
 - vi. Preferential Leases
 - b. Timeline and process workflow for berth allocation exercise from application to confirmation.
 - c. Communication protocol with customers.
 - d. Conflict resolution methodology in the event of unavailability of berth and/ or rejection of application.
- (9) The Tenant shall endeavor to accommodate the berth applications at the Terminal or other appropriate facilities where possible. All homeport berth assignments and conflict resolution issues are subject to the approval of the Port. The Port is to be notified immediately upon identifying conflicts and the Tenant shall inform the Port of the outcome of the berth allocation exercise and the berth applications which are turned down (if any) after best endeavors have been made and before the outcome is announced to the applicants. The Port reserves the right to be the final arbiter of the final decisions.
- (10) Where appropriate, the Tenant should investigate the use of online systems in its berth application management system.
- (11) The Tenant shall coordinate arrivals and departures of passenger vessels with the US Coast Guard, USCBP and other stakeholders to facilitate their resource planning, especially if there are concurrent arrivals and departures of passenger vessels.
- (12) The Tenant may NOT enter into preferential berth agreements with cruise lines.

V. CLEANING AND JANITORIAL

- (1) The Tenant shall maintain the Terminal, including the Terminal building, all aprons, storage and cargo areas, gangways, baggage rooms, escalators, passenger concourses, fixed conveyors, elevators, employee spaces and parking areas, clean, tidy and uncluttered and promptly remove debris and waste material from these areas to the satisfaction of the Port.
- (2) The Tenant shall undertake all necessary cleaning of the Terminal, including all the furniture, fixtures and equipment located therein. The Tenant may appoint a professional cleaning contractor(s) for the Terminal and shall ensure that the Terminals are maintained in a clean and sanitary condition at all times.
- (3) The Tenant shall ensure that the Terminal and the facilities therein are clean and in proper working condition before any ship arrival. All bathrooms and public spaces must be regularly cleaned and checked at such intervals as may be necessary to ensure the continued cleanliness of such spaces at all times.

- (4) The Tenant shall submit its operation plan for the cleaning and janitorial services of the Terminal and shall make such adjustments as may be directed by the Port from time to time and at any time.
- (5) Any general or emergency janitorial or maintenance requests should be directed to the Tenant and the Tenant shall ensure that such situations will be dealt with promptly.
- (6) The Tenant shall ensure that all pipes, drains, basins, sinks and water-closets in the Terminal are kept clean and unblocked at all times.

III. SECURITY

- (1) The Tenant shall be responsible for providing all security measures, personnel, and materials necessary for the operations of the Terminal. This includes security for the facility, pier side ship operations, passenger and luggage screening and all areas within the Terminal Area.
- (2) The Tenant shall be responsible for managing all security operations on the Terminal premises on cruise days. This will include security staff that will provide security guards and security equipment for the cruise terminal security plan. The Tenant shall collaborate with the Port, which is responsible for security beyond the Terminal.
- (3) The Tenant shall prepare and continuously update and maintain an "International Cruise Terminal Security Program which meets the requirements of the Port, the US Coast Guard and all international directives and norms such as those issued by the International Maritime Organization (IMO) in particular the International Ship and Port Facility Security Code (ISPS Code).
- (4) The Tenant shall provide all training, supervision, and coordination all personnel, sub-contractors, and security services providers for the purposes of implementing, carrying out and coordinating the Security Plan and such other security program in respect of the Terminal as the Port shall from time to time adopt.
- (5) The Security Plan must also be acceptable to the international cruise lines to facilitate the use of the Terminal.
- (6) The Tenant shall provide screening services and gangway access security on behalf of the cruise lines and shall coordinate the execution of the Security Plan with the individual cruise lines.
- (7) The Tenant shall promptly inform the Port and any other relevant authority of any breach/incidents of safety or security or vandalism or loss of damage to the Terminal (or any item or thing therein) or other property of the Port.
- (8) The Tenant shall provide and maintain an adequate safety and security infrastructure and system to prevent any loss or damage to any furniture, fitting, equipment item or thing in the Terminal belonging to or put in by the Port and/or any other relevant authority from time to time.
- (9) The Tenant shall coordinate the Security Plan with the Ports master security program and work in cooperation with the Port and other stakeholders in developing, improving, and

implementing such security programs. The Tenant will hold the Facility Security Plan for Smith Cove Cruise Terminal at Pier 91 and will employ the Facility Security Officer.

- (10) The Tenant shall conduct regular audits of the sufficiency, suitability and performance of the Security Plan and report the results of such audits to the Port and the relevant authority. These audits will be performed at least once every Year or sooner if security problems arise and/ or procedures are significantly modified.

VI. VESSEL / APRON / GANGWAY OPERATIONS

- (1) The Tenant shall ensure the availability for fully functional passenger gangways at all times and the number of gangways per ship as requested by the customers.
- (2) The Tenant shall be responsible for the placement and retraction of gangways on ships upon arrival and departures, the cost of such movements, and maintaining safe operations of the gangways at all times. Gangways shall be stowed in a position to prevent any damage from ship movements, ground traffic or other hazards.
- (3) The Tenant shall coordinate with the stevedoring companies who may be responsible for handling of lines, in respect of all ship operations at the Terminal.
- (4) The Tenant shall train and supervise all labor to ensure the safe operation of gangways and ship and unship gangways.
- (5) The Tenant shall attend all vessel dockings and un-dockings and, upon vessel departures, conduct reasonable berth inspections, as practicable, prepare written reports of any evidence of damage to wharfs, pilings, and fender systems, and give immediate notification of such damage to the Port.
- (6) The Tenant shall coordinate and cooperate with the pilot(s), port agent(s), stevedoring service provider(s) and ground handler(s) of the cruise lines or their agents, or the relevant authorities.
- (7) The Tenant shall coordinate the arrivals, departures and placement of any service vehicles coming to the apron, including but not limited to those for provisioning, repairs, if allowed by the license, and waste disposal.
- (8) The Tenant shall coordinate and cooperate with agencies and authorities with regulatory authority of cruise terminal operations to provide and ensure safe transit operations, working conditions and emergency services for the protection of all passengers, dockworkers, employees, and visitors on the Terminal.

IV. CRUISE VESSEL STEVEDORING AND GROUND HANDLING

- (1) The Tenant shall select a single stevedoring service provider for all cruise ships calling at the Terminal. These services include the following tasks:
 - a. Stevedoring services:
 - i. Scheduling labor and equipment requirements.
 - ii. Line handling for the berthing of ships

- iii. Handling, sorting and storage of the baggage of all passengers embarking on or disembarking from ships arriving and berthing at the Terminal.
 - iv. Care, custody and handling of all stores and materials to be loaded on or off the ships while berthed at the Terminal.
 - v. Coordinating the movements of delivery trucks to/from cruise terminals.
 - vi. Coordinating the shore power connection.
 - vii. Such other services, labor, supervision, equipment, and materials necessary to affect the efficient and economical performance of the foregoing.
- (2) The stevedore will also be responsible for the provision and maintenance of passenger baggage carts and other equipment required to execute their role (e.g., baggage cages, forklifts, and pallet jacks).
 - (3) The Tenant shall provide the Port a market rate analysis and performance criteria of stevedoring services. The Tenant will keep the Port fully informed of the stevedoring operator selected.
 - (4) The Tenant will cooperate with any firms contracted directly by the cruise lines to work at the Terminal including to provide ground handling services, transportation, and any other service. Such cooperation includes providing the necessary security clearances, access to workspace, access to bathrooms set forth for labor, break rooms, access to utilities and any other activity needed by such companies to perform their duties.
 - (5) The Tenant may not charge or mark-up the fees charged by other ground handling firms using the Terminal.

VII. GROUND TRANSPORTATION

- (1) The Tenant shall coordinate all required ground transportation activities relating to the ingress to and egress from the Terminal by passengers in accordance with the procedures and requirements which are prepared by the Tenant and subsequently endorsed by the Port from time to time.
- (2) The Tenant shall liaise with third party transportation and tour providers so that the Terminal is adequately served by the appropriate taxi, bus, Rideshare, and transit services.
- (3) The Tenant shall operate the Ground Transportation Area (GTA) facilities. The services provided shall include but not be limited to:
 - a. Scheduling bus arrival and departures in coordination with the cruise line's ground handling operator
 - b. Assignment of loading and off-loading slots to each partner or tour partner
 - c. Managing the safety of all pedestrian crossings
 - d. Managing the taxi loading and off-loading area and providing a system for dispatch of vehicles
 - e. Managing the Rideshare loading and off-loading area
- (4) Where applicable, the Tenant shall work together with and assist the Port in the development, implementation and operation of different off-site ground transportation systems and programs. The Tenant shall provide the necessary traffic attendant staff for traffic control services in and about the Terminal and any off-site traffic holding lots.

- (5) The Tenant shall develop traffic control and dispatch systems, including systems for vehicle identification, dispatch and invoicing and shall implement and utilize all such systems as are stipulated, adopted, or approved by the Port from time to time and at any time.
- (6) The Port may at any time temporarily or permanently close, or consent to or request the closing of, any such way or any other area at, in or near the Terminal hereafter used as such, so long as a means of ingress and egress as provided above remains available to the Tenant.
- (7) The Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Terminal or in, along, across or through any streets, ways and walks near the Terminal and shall manage the transportation system to prevent traffic back-ups and congestion on the approach avenues.

VIII. PREVENTION OF INFECTIOUS DISEASES

- (1) The Tenant shall take all necessary steps and measures, at the cost and expense of the Tenant, to detect, monitor and/or prevent any outbreak, spread or any transmission whatsoever of any infectious disease (including, but not limited to, thoroughly fumigating and disinfecting the Terminal to the satisfaction of the relevant authorities) and to this end to promptly comply, at the Tenant's cost and expense, with the law and all guidelines, rules and requirements of the relevant authorities from time to time relating to the detection, monitoring and prevention of any outbreak and/or spread of such infectious diseases.
- (2) The Tenant shall promptly notify the Port and the relevant authorities if the Tenant is aware or suspects that any person who has entered the Terminal is suffering or has died from or is a carrier or a contact of, or is at risk of infection from, an infectious disease and to provide such other information or particulars as may be required by the Port and/or the relevant authorities.

IX. MAJOR MAINTENANCE, REPAIRS AND MAINTENANCE DREDGING

- (1) The Port shall pay for and undertake major upgrading, enhancement or overhaul of the Terminal, its infrastructure and equipment which is deemed by the Port to be adding long-term value to the Terminal and/or requirements in compliance with the relevant authorities' statutory regulations. This may include but not be limited to the refurbishment of the building structure and façade, overhaul and upgrading of mechanical and electrical systems, re-roofing of the facility, maintenance dredging, major reconstruction of pier and footing as identified in the draft lease.

X. MARKETING AND PUBLIC RELATIONS

- (1) The Tenant is expected, upon appointment as the Tenant of the Terminal and in consultation with the Port, to commence marketing and business development activities to ensure that cruise vessels berth at the Terminal from the start of the Terminal operations as practical as possible.
- (2) The Tenant shall maintain a web site for the Terminal which will include but not limited to:

- a. Information related to the facility,
 - b. Information and assistance to passengers and visitors,
 - c. Useful links to visitor information
 - d. Schedules for vessel arrivals/ departures and berth assignments
 - e. Link to the Port's website
- (3) The Port shall be alerted immediately should there be any requests for media interviews and the Tenant shall adhere to such directions as may be given by the Port and any other relevant authority from time to time with respect to media interviews. All press release statements to be submitted to and approved by the Port.
- (4) The Tenant shall maintain sufficient telephone lines with a system of handling incoming calls and queries from the general public as well as industry stakeholders. Answering service must be provided for calls received during non-operating hours of the Terminal and information on the operating hours and a 24-hour emergency contact number shall be provided and made accessible.

XI. TERMINAL MANGAGEMENT

- (1) The Tenant shall provide passenger terminal staff including the General Manager, Facility Security Officer, and other staffing, and related office and other equipment and supplies necessary to facilitate and accomplish all duties described in the Tenant Duties and Responsibilities.
- (2) The General Manager shall maintain a close reporting relationship with the Port and its designated person responsible for cruise operations. The General Manager shall be available at the request of the Port to review the operations and shall attend all such meetings as may be directed by the Port from time to time.
- (3) The Tenant shall at its own expense, employ adequate staff and ensure that they are suitably qualified and knowledgeable to carry out the services available at the Terminal. All staff shall be well-presented, courteous and have good interpersonal skills. They shall be properly attired to always project a professional and visitor-friendly conduct and wear name-badges.
- (4) The Tenant shall, at its own cost, train their staff and ensure that they attend relevant courses from time to time.
- (5) All staff working for the Tenant shall be compensated and provided with the appropriate benefits as provided by Law.

XII. CHARGES AND TARIFFS

- (1) The Tenant shall present to the Port the charges for any goods or services which the Tenant proposes to impose, if any, and once the charges are set with the approval of the Port, the Tenant shall not establish any new rates, charges, or change such rates without the prior written consent of the Port. The Tenant acknowledges that the charges are subject to such restrictions, guidelines and directions as may be issued by the Port from time to time.

- (2) The Tenant may not raise tariffs above the rates established by the Port for the use of the Terminal without the express approval of the Port.
- (3) An analysis of tariff and terminal charges at the Terminal and other competitive ports shall be made by the Tenant each Year. Such charges shall include passenger fee, dockage, pilotage, tugs, special assessments, and stevedoring. The ports and ships to be included will be determined in partnership with the Port. The reports shall be included in the annual report to be submitted to the Port.

XIII. BILLINGS AND COLLECTIONS

- (1) The Tenant shall invoice customers and collect fees as per Port-approved tariffs and charges, maintaining detailed records of all collections.
- (2) Together with remittance of Percentage Rent, Tenant shall submit a written report in a form acceptable to the Port wherein Tenant shall set forth the number of cruise passengers for the month, the Revenue of Consequence for the month and the Percentage Rent, if any, due for such month. Tenant or an officer of Tenant shall certify that the report is a true and correct statement of the Revenue of Consequence.

XIV. ACCOUNTS PAYABLE

- (1) The Tenant shall be responsible for and shall pay when due all costs relating to the performance of its services and responsibilities under the Lease including but not limited to the management, operation, maintenance and cleaning of the Terminal all salaries, wages, payroll expenses and benefits of its employees, the cost of equipment, utilities, insurance, materials and supplies used in connection with the provision of its services and all amounts due under any service contracts or equipment leases entered into by the Tenant in respect of its responsibilities hereunder.

XV. SUSTAINABILITY AND REPORTING

- (1) Air Quality and Greenhouse Gas Emissions Inventory. On at least an annual basis, the Tenant will participate, with Port of Seattle and partners, in evaluating, planning and/or developing strategies to reduce emissions from the terminal building and at-berth operations in accordance with the Northwest Ports Clean Air Strategy and in support of Port of Seattle's Century Agenda and greenhouse gas emission reduction goals. This will include participation in Emission Inventories conducted by the Port of Seattle, on an annual basis.
- (2) In support of shared sustainability goals and strategies (e.g. air quality, water quality, waste management, energy efficiency, etc.) for on-terminal transportation (e.g., shuttle buses), equipment (e.g., cargo handling equipment), regional ground transportation (e.g., motor coach operations and Transportation Network Companies), and as part of the annual planning for shore-side transportation operations, the Tenant will strive to minimize air emissions. This includes demonstrated efforts to employ options such as preferred contracting, incentives, use of newer and/or low and zero-emission buses and engines, low and zero-emission fuels in vehicles and equipment, building efficiency measures, advanced pollution control device retrofits and anti-idling programs. The Tenant will work with Port of Seattle and partners, on at least an annual basis, to identify joint sustainability opportunities, projects, and programs. Where feasible and when agreed upon, the Tenant will work with Ports and partners to develop

implementation plans, schedules, and joint communication strategies which may include an option for partnership-funding mechanisms.

- (3) If Tenant contracts directly with stevedores at Smith Cove Terminals, the Tenant will encourage stevedores use of low emission equipment with a zero emission shoreside goal by 2030. Tenant will partner with the Port, Stevedore and other parties to achieve this 2030 goal.
- (4) The Tenant will use reasonable efforts to partner with Maritime focused non-profit entities to assist in creating curriculum and experiential field-based learning opportunities and internships for students as part of Maritime-focused workforce development programs.
- (5) Tenant will collaborate with the Port on Anti-human trafficking efforts and will sign on to the Port Allies Against Human Trafficking Pledge.
- (6) The Tenant will participate in an annual review of their efforts with respect to diversity with ground handlers and participate to a reasonable extent in programs related to equity.
- (7) On an annual basis the Tenant will meet with the Port of Seattle staff to evaluate home-porting operations and strategies to increase the use of shore power toward a goal of achieving 100-percent use per shore-power capable call.

EXHIBIT E - BEST MANAGEMENT PROCEDURES

[EXHIBIT F - CRUISE SCHEDULE 2025 AND DRAFT CRUISE SCHEDULE 2026](#)

EXHIBIT G PORT PRINCIPLES

End of Exhibits
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