



## **ADDENDUM #2**

### **REQUEST FOR QUALIFICATIONS FOR PARKING MANAGEMENT OPERATIONS AT PORT OF PASCO TRI-CITIES AIRPORT (PSC)**



## **RESPONSES TO QUESTIONS FROM PROPOSERS:**

1.      Question:      Approximately what date does the Port expect the additional 110 spaces in the credit card lot to come online? Will any new equipment be required?

         Answer:      The additional spaces in the credit card lot are expected to come online in Quarter 2 or Quarter 3 of 2024. No new equipment will be required.
  
2.      Question:      Can the Port offer insight on what they believe the State of Washington will raise the minimum wage to in January 2024?

         Answer:      Please see information at the following link:

<https://www.lni.wa.gov/workers-rights/wages/minimum-wage/>
  
3.      Question:      Where (what lot) are the airline employee commuters required to park?

         Answer:      The airline commuter employees park in the credit card lot.
  
4.      Question:      Section 4a in page 7 makes it clear Operator will be responsible for basic maintenance. Who will be responsible for corrective equipment repairs?

         Answer:      The Port of Pasco will be responsible for corrective equipment repairs.
  
5.      Question:      Will these corrective repairs be a pass thru expense to the Port or should they be anticipated and included in the management fee?

         Answer:      The corrective repairs will be a pass thru expense to the Port.
  
6.      Question:      What LPI system is currently being used and does the Port want proposers to include a new LPI system in their proposals?

         Answer:      The current LPI system is operator-owned and provided. The Port expects the proposers to include the cost of a new LPI system in the proposal.
  
7.      Question:      Does the Port want proposers to propose a new PARCS and if so, is the cost of the PARCS reimbursable?



Answer: Yes, the Port wants proposers to propose a new PARCS. And yes, the cost of the PARCS is reimbursable and the Port will work with the operator on the installation of the new PARCS.

8. Question: Is there currently a service vehicle for the operation and if so, is it owned by the operator or the Port?

Answer: Yes, there is a service vehicle (golf cart). The service vehicle is owned by the operator.

9. Question: Is it the Port's intent that proposers purchase a vehicle and include its cost in the management fee component of the proposal?

Answer: Yes, it is the Port's intent that proposers purchase a service vehicle and include its cost in the management fee component of the proposal.

10. Question: Are there any bonds required with the proposal? For example, proposal bond, performance bond, fidelity bond?

Answer: Yes, a proposal bond will be required. The following language has been added as Section 17 to the amended Request for Qualifications for Parking Management Operations at Port of Pasco Tri-Cities Airport (PSC) in this addendum:

**17. 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, **to include a proposal bond (bid bond)**, 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 Management 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 Management Agreement and the furnishing of required



insurance. 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. The Proposal Surety will be returned to the successful proposer after execution of an agreement and delivery of said insurance.

11.     Question:     Who will be responsible for PCI/DSS compliance? This appears to be a gray area since the Port owns the PARCS, but the proposer will be responsible for the credit card merchant identification and processing credit cards.

          Answer:     The operator is responsible for PCI/DSS compliance.
12.     Question:     Does the Port want the proposer to submit a budget with its proposal?

          Answer:     Yes, the Port wants the proposer to submit a budget with its proposal.
13.     Question:     Does the Port have a minimum wage rate it recommends for payment to parking staff?

          Answer:     The Port recognizes that Washington State has a high minimum wage, and also fully supports the provision of a living wage above the state minimum.
14.     Question:     **RFQ page 9, Section 5.(g) & RFP page 8, section 4.(e):** Who remits state sales tax?

          Answer:     The Operator remits the state sales tax.

                       The Amended RFQ has Section 5(g) removed which previously stated an obligation of the Port was to pay all applicable taxes related to parking sales to the State of Washington.
15.     Question:     **RFQ page 18, Exhibit B:** Only has the Hourly Rate listed for year one of the contract? Will the Airport and operator negotiate the hourly rate in subsequent years or should the proposer put their proposed hourly rate for each of the five years?

          Answer:     The Port would like the proposer to include the proposed hourly rate for year 1. That rate will be increased using the Consumer Price Index (Urban Wage Earners and Clerical Workers-Current Series, US city average, all items, not seasonal



adjusted) OR the percentage of increase of the minimum wage, whichever is higher, for each following year of the agreement.

16. Question: **RFQ page 18, Exhibit B:** For the proposed credit card fee percentage, if equipment is upgraded or replaced to be EMV compliant, can we propose two different rates due to the additional gateway fees required for EMV?
- Answer: Yes, the Port would like the proposer to propose two different rates to address the potential upgrade to EMV and additional gateway fees required.
17. Question: **RFQ page 19, Exhibit C:** Can we use our own schedule form or include it with this form?
- Answer: Yes, the proposer may use any form or schedule, so long as it provides all of the information on the form included in the RFQ documents.
18. Question: **RFQ page 20, Exhibit D:** The ACDBE goal is stated to be 4.4% of goods and services. Does “goods and services” include payroll in the calculation?
- Answer: Payroll is not to be included in the calculation. Only goods and services are to be included in the calculation.
19. Question: **RFQ page 21, Exhibit E:** Does this form need to be submitted with the proposal?
- Answer: No, this form does not to be submitted. It is a sample.
20. Question: **PMA page 24, Section 4 & RFQ page 1, Section 1:** Will the contract term be 5 years or 5 + 2 years?
- Answer: The contract term will be for 5 years. The language in the sample agreement included in the amended contract will show as follows:
4. TERM. The term of this agreement is for five (5) years commencing on February 1, 2024 and expiring on January 31, 2029.
21. Question: **General, Budget:** Other than the required forms, are you requesting any budgets (Payroll & wages or the management fee budget) to be submitted?



Answer: Yes, please provide payroll/wages and management fee budgets with the submittals.

22. Question: **General, Bonds:** Are there any required bonds for this opportunity (proposal or performance)? If so, what are the amounts?

Answer: See the answer to question #10.

23. Question: **LPI Equipment:** Will the Port provide LPI (license plate inventory) equipment or will proposers be required to purchase a system? If we are required to purchase a system, it gives an advantage to the incumbent. Also, purchasing a system for only one year (if the Airport moves forward with a more automated PARCS), does not seem like a wise investment. If the current system that is in place stays, this is not an issue.

Answer: The proposer should include a cost for LPI equipment outside of the management fee. This item should be identified in the PARCS proposal and indicate that it would be year 1 mandatory. The Port would be willing to split the year 1 cost with proposer as this is a temporary solution until a new PARCS system can be installed.

24. Question: **Hourly Rate:** I realize there was some discussion around this, I would like to offer a suggestion as you make your decision. The state minimum wage for 2023 is \$15.74. That is up \$1.25 or 8.6% from the previous year. I think the most equitable way to handle the annual minimum wage increase is that proposers propose a rate for the first year and that proposed hourly rate would then contractually increase either by percentage increase of the minimum wage or by a State CPI figure.

Answer: [Please see the answer to question #15.](#)

25. Question: Please provide a copy of the most recently completed (FY21) and current (FY22) fiscal years line-item budget for the parking operations.

Answer: The current parking operator operates under a concession agreement and the Port does not have this information.



26. Question: Please provide the current parking staff hourly wage rates and employee position titles.  
Answer: The Port does not have this information.
27. Question: Please confirm that the Operator will be the Merchant of Record.  
Answer: Yes, the Operator will be the Merchant of Record.
28. Question: Please provide the percentage of revenue that is paid via credit cards versus cash for the most recently completed fiscal year for public parking revenue.  
Answer: The Port does not have this information. The current operator does not report the breakdown of revenue that is paid via credit cards versus cash.
29. Question: Please provide the age of the current PARCS?  
Answer: The current PARCS was purchased in 2016.
30. Question: Does the current PARCS system have bar code readers?  
Answer: The current PARCS system does not have bar code readers.
31. Question: Please advise on the current method for conducting the daily license plate inventory function.  
Answer: See answers to question #6 and #23.
32. Question: Please provide snow removal expenses by month for the last three years?  
Answer: This information is not available. Snow removal is an obligation of the Port. It is handled by both Port maintenance and also contractors. The cost for just the parking lot is not isolated from total snow removal costs.
33. Question: Please provide a copy of the current Parking Agreement and any amendments between the Airport/Port of Pasco and the incumbent operator.



Answer: Attached

34. Question: Please provide the name and contact information for any ACDBE vendor used by the incumbent vendor.

Answer: The incumbent operator did not have any ACDBE participation in the last reporting period. A directory of certified ACDBE firms can be found at this link:

<https://omwbe.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp>

35. Question: Please advise how the Port calculates the ACDBE percent achievement for the Parking Contract. Will be calculated as spend by ACDBE vendor(s) for the contract work as the numerator divided by amount of Management Fees plus reimbursements for hourly rates paid to the operator as the denominator? Should credit card processing fees be included in the denominator?

Answer: The ACDBE participation is calculated as follows, for each period beginning October 1 and ending September 30 the following year:

Numerator: Total cost of goods and services purchased by certified ACDBE vendors during the reporting period

Divided by

Denominator: Total cost of goods and services purchased during the reporting period.

*To be clear, labor costs are not included in this calculation, as labor is not considered a "good or service" purchased by the Operator. Credit card processing fees are considered a "service" and would need to be included in the denominator.*

36. Question: The RFP indicates the operator is responsible for "routine" repair and maintenance of the existing parking access and revenue control system (PARCS) equipment. Is there currently a preventative maintenance plan for the PARCS?

Answer: It is unknown whether there is currently a preventative maintenance plan in place. The current operator is responsible for maintenance of the PARCS.





37. Question: If a piece of equipment is damaged by a third party, for example, or there is an equipment failure that requires a parts replacement, is the Airport responsible for these or is the operator?
- Answer: Should there be an equipment failure, the operator would be responsible for a parts replacement. In the event a piece of equipment is damaged by a third party, the Port would work with the Operator to get the third party to reimburse for those damages.
38. Question: Please confirm that the existing parking access and revenue control equipment is and will be fully PCI compliant on Day 1 of the new contract.
- Answer: The current operator is responsible for PCI compliance. The PARCS system owned by the Port is not fully PCI compliant and will not be fully PCI compliant on Day 1 of the new contract.
39. Question: How many service vehicles, and what type, does the incumbent operator use to provide service to the Airport?
- Answer: The incumbent operator owns one service vehicle; a golf cart.
40. Question: Page 9 of the RFP indicates that the Port is responsible for payment of all applicable taxes related to parking sales to the State of Washington, yet Exhibit E has the Operator deducting sales tax from the Gross Receipts in its monthly reimbursement of revenue the Operator. Since the Port is paying all taxes, should the Operator not deduct sales tax from gross receipts?
- Answer: Page 9 in the amended RFQ has been updated to reflect that the Port is not responsible for payment of all applicable taxes related to sales to the State of Washington. Exhibit E remains unchanged and the Operator should deduct sales tax from gross receipts on Exhibit E.
41. Question: How many calendar days after receipt of operator's invoice for the Management Fee and Hourly rates, will the Port reimburse the Operator?
- Answer: The Operator will be reimbursed within 30 calendar days after receipt of the Operator's invoice for the Management Fee and hourly rates.



42. Question: Would the Port consider allowing the Operator to deduct the Management Fee and Hourly Rates payroll from the Gross Receipts through a modified Exhibit E reconciliation format?
- Answer: No, the hours and rates need to be verified before the Operator is reimbursed for the Management fee and hourly rates.
43. Question: Certified Annual Statements (Section 2 of the Sample Contract)- would the Port allow an authorized officer of the Company, e.g., a division president – to certify the statement of annual gross receipts as an alternative to the CFO?
- Answer: The Port is open to another authorized officer of the company certifying the annual gross receipts, if the company does not have a CFO.
44. Question: Since the Port reserves the right to change the financial arrangements with a 12-month notice, would the Port agree to provide the Operator with a 2-month operating advance should revenues no longer be deposited into the Operator’s bank account?
- Answer: No, the Port is not willing to provide the Operator a 2-month operating advance.
45. Question: Term – Would the Port be amenable to have the contract option years occur by mutual assent of the parties rather than a unilateral option of the Port?
- Answer: See answer to question #20.
46. Question: Regarding compliance with laws, where such compliance requires physical changes to the parking facilities, for example, ADA requirements, will the Port agree that such a compliance shall be the Port’s responsibility rather than the Operator’s responsibility?
- Answer: The Port agrees that physical changes to the parking facilities to meet ADA compliance would be the responsibility of the Port.
47. Question: Section 4, Page 7 of RFP – The Operator is responsible to “Check Physical and Electrical Condition” of the parking equipment. Will the Port agree that any such checks or inspections by the Operator will be from Operator’s perspective



and not as an engineer or other discipline outside of an Operator's area of expertise?

Answer: The Port agrees that physical and electrical condition checks by the Operator are that of the perspective of the Operator and not an engineer or other discipline outside of the Operator's area of expertise.



***AMENDED***

# **REQUEST FOR QUALIFICATIONS FOR PARKING MANAGEMENT OPERATIONS AT PORT OF PASCO TRI-CITIES AIRPORT (PSC)**





## 1. INTRODUCTION:

The Port of Pasco (Port) located in Pasco, WA invites qualified and interested parties to submit proposals to manage and operate the parking lot facility at Tri-Cities Airport-PSC (Airport). The Port wishes to enter into a non-exclusive agreement (Management Agreement) with a business entity (Proposer) that can demonstrate to the Port's satisfaction the experience and qualifications necessary to successfully manage parking operations at the Airport. The term of the Management Agreement shall be five (5) years starting February 1, 2024.

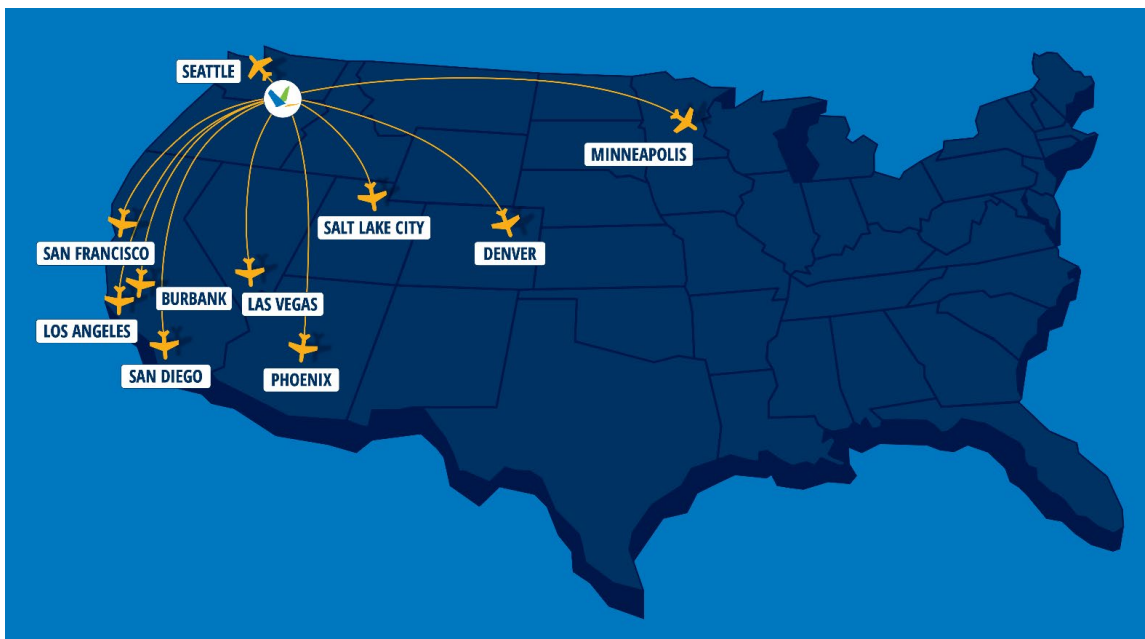
The intent is to transition to an airport managed (cashierless) facility at the end of this five (5) year agreement. The Port may elect to continue with another Request for Proposal, if it decides to do so.

### (a) THE AIRPORT:

The Tri-Cities Airport (PSC) is the third largest commercial service airport in Washington state with connections to eleven destinations. It serves a vibrant and growing region.

The airport is served by Delta, Alaska, United, Allegiant, and Avelo with flights to Seattle, San Francisco, Burbank, Minneapolis/St. Paul, Denver, Salt Lake City, Los Angeles, San Diego, Las Vegas and Phoenix-Mesa. American Airlines will begin daily service to Phoenix in February 2024. San Diego and Los Angeles are seasonal destinations.

### (b) DESTINATIONS:





(c) PASSENGER TRAFFIC AND REVENUE FIGURES:

HISTORICAL PASSENGERS (CY)

YEAR	ENPLANEMENTS
2018	394,993
2019	438,123
2020	188,959
2021	346,503
2022	391,002
2023 (JAN-JUL)	242,505

GROSS PARKING REVENUE (CY)

YEAR	REVENUE
2018	\$3,172,234.00
2019	\$3,527,142.64
2020	\$1,470,126.99
2021	\$2,522,644.93
2022	\$3,417,571.37
2023 (JAN-JUL)	\$2,331,875.91

*NOTICE: These figures are only offered as assistance and the Port does not guarantee that future revenue or enplanements will equal or exceed past revenue or enplanements.*

2. OPERATING AT THE AIRPORT:

(a) HOURS:

The parking lot is open 24 hours per day, 365 days per year with staffing levels reflecting the fluctuation in airline schedules. Current flight schedules can be found on the Airport web site <https://www.flytricityies.com/>. Because flight delays occur, the Port requires Proposer to be flexible with extended hours.



(b) CURRENT PARKING LOT FEE STRUCTURE (including sales tax):

Short Term Lot

0-25 Minutes	Free
Each Additional Hour	\$2.00
Maximum Daily	\$13.00

Long Term Lot

0-10 Minutes	Free
Each 24 hours or part thereof	\$10.00

Credit Card Only Lot

0-10 Minutes	Free
Each 24 hours or part thereof	\$10.00

- Proposer will manage controlled Employee Parking Lot (unpaid lot)
- Proposer will manage monthly airline employee commuter parking program (current rate is \$50/month with 58 monthly parkers)

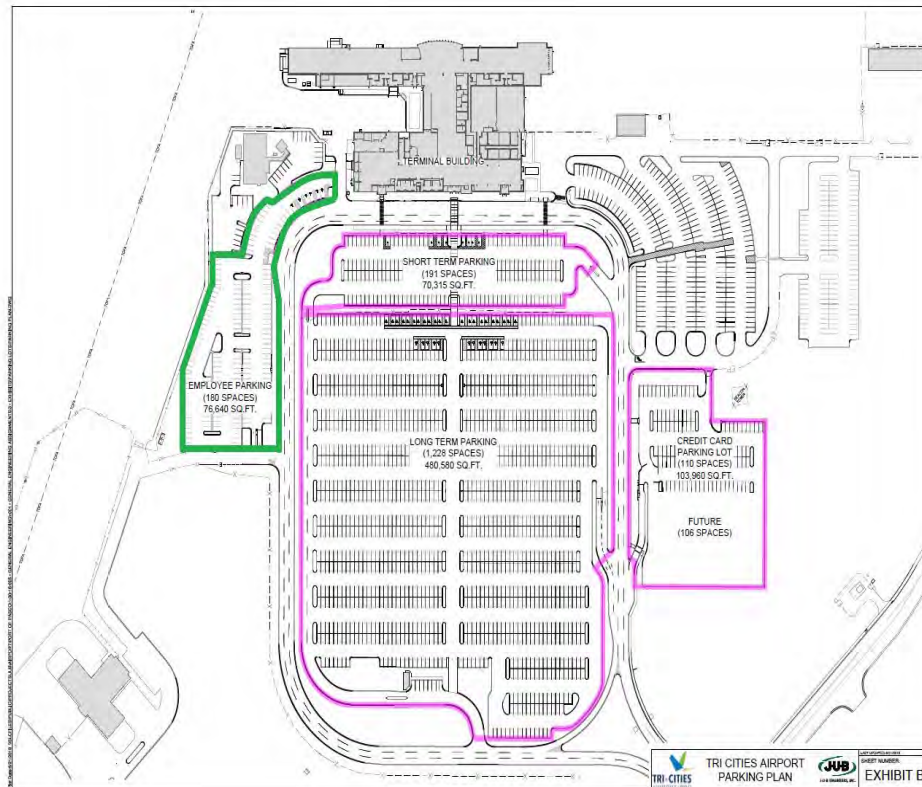
(c) NUMBER OF STALLS:

Short Term Lot:	191 stalls
Long Term Lot:	1,228 stalls
Credit Card Only Lot:	110 stalls, (approximately 110 new stalls scheduled for 2024)
Employee Lot:	180 stalls, managed by the Proposer with a proxy card system

Both the Long and Short term lots are served by a toll booth exit and two credit only machines.

(d) MAIN TOLL PLAZA:

The booth is approximately 500 square feet and includes a restroom, and two cashier locations.



#### (e) CREDIT CARD PROCESSING:

The Proposer shall provide credit card processing services from all of the exit gates at the public parking lots. At a minimum, service shall be capable of processing payments from MasterCard, Visa, American Express and Discover.



(f) PORT-OWNED EQUIPMENT:

PSC PARKING EQUIPMENT INVENTORY AVAILABLE TO OPERATOR

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
KEYPAD/CARD READER	HUB	DP140-6R4	170501	EMPLOYEE LOT ENTRANCE
BROTHER PRINTER	BROTHER	H-LL2360DW	U63883K5N304026	OFFICE FOR DATAPARK SERVER USE

3. PORT GOALS:

- A partnership with a Proposer who has an exemplary management, safety, and customer-service record.
- A Proposer who will provide superior customer service to users of the Tri-Cities Airport-PSC.
- Clean, user-friendly lots.
- Maximum revenue through profitable management with stringent revenue control.
- Flexibility for seasonality of schedule.

To this end, the Airport is concerned with:

- Balanced combination of staff and automation, transition to cashierless operation
- Routine equipment maintenance to minimize customer wait times.
- Regular policing of the public parking areas to ensure a clean and neat appearance.
- Revenue collection and control procedures to ensure funds due are collected, tracked, deposited.
- Cost structure that ensures ongoing viability of the management arrangement

4. OBLIGATION OF PROPOSER:

*The Proposers obligations include:*

(a) Operations & Maintenance – Manage lots and furnish all services reasonably necessary for such operation to include monitoring operation of inbound and outbound gates, assisting with routine maintenance and repair of parking equipment to include:

- Cleaning Thermal Head
- Changing Paper Roll
- Cleaning Ticket Dispenser
- Barrier Maintenance
- Check Physical and Electrical condition.
- Check barrier program mode.
- Check barrier induction loop.
- Ticket Jam
- Ordering of consumables

(b) Staffing – provide the services of a full-time manager with required customer service representatives and ancillary personnel as needed so that the facility is available twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) day per year. The exact staffing levels shall be determined by the Port and the Manager, but the Port would prefer one (1) customer service representative overnight and two (2) individuals (combination of Manager/customer service representative) between the hours of 09:00 a.m. to 12:00 a.m. for 39



hours of coverage per day. Once staffing levels have been approved by the Port and the Manager, the Manager shall not deviate from same without approval from the Port. The Port will reimburse for actual hours worked and would like proposers to submit a blended hourly rate including FICA, taxes, workman's comp, overtime and benefits.

(c) Management fee - shall include overhead, supplies, liability insurance, vehicle, vehicle expense, fuel, repairs and maintenance, equipment rental, postage, freight, voice, data and any miscellaneous expense.

(d) The Port will be responsible for power, sewer, water.

(e) Revenue - collect parking revenue from users both cash and credit, reconcile monthly and deposit funds (less credit card fees and sales taxes) into designated Port account via ACH no later than the 10<sup>th</sup> of each month. Example of Monthly Parking Revenue Reconciliation is included as **Exhibit E**. Port reserves the right to manage all funds including credit card fees and sales tax with 12 months notice.

(f) LPI - conduct a license plate inventory of all vehicles in the public parking facility each twenty-four (24) hour period and provide a monthly occupancy report to the Port.

(g) Custodial - remove litter and other debris from booth daily, place same in Airport provided trash containers.

(h) Irregularities - communicate irregularities to Airport management, reporting any known accidents, violations or safety hazards to their supervisor and or Airport management.

(i) Equipment – promptly notify airport management of any equipment not functioning as designed.

(j) Vehicles – provide vehicles equipped for use on public roadways in order to provide ancillary customer services to the public. Such services shall include, but not be limited to, tire inflation, battery jump- starting, and assistance locating lost parked vehicles.

(k) Directions – direct incoming passengers to available parking spaces during peak periods, manage temporary signage, help find lost vehicles.

(l) Records – true and complete records and receipts must be kept and made available to the Port to include deposits and reconciliation reports, revenue and expenditure, accounts receivable and purchase orders.



5. OBLIGATION OF PORT:

*The Port's obligations include:*

- (a) Equipment – the Port owns all dispensers, readers, and gates units.
- (b) Maintenance - provide structural maintenance of booths and toll plaza, exterior walls, and roof.
- (c) Utilities – responsible for parking lot utilities
- (d) Snow Removal - provide snow removal for all surface lots, roadways, and sidewalks.
- (e) Pavement, Signage – maintain parking lots including crack sealing, surface paint and signage.
- (f) Parking Lot Sweeping – provide seasonal sweeping of parking lots to remove gravel each spring.

6. INSURANCE:

**6.1 General Conditions.** The following conditions shall apply to all insurance policies obtained by Operator for the purpose of complying with this Agreement:

**6.1.1 Satisfactory Companies.** Coverage shall be maintained with insurers and under forms of policies satisfactory to Port and with insurers licensed to do business in Washington. The insurance company providing said policy shall maintain during the policy term an A. M. Best financial rating of A- or better, or such other rating as may be required by a Port, as set forth in the most current issue of "Best's Insurance Guide."

**6.1.2 Named Insured.** All insurance policies required herein shall be drawn in the name of Operator, with the Port, its board and commission members, officials, agents, guests, invitees, consultants, and employees named as additional insureds, except on Workers' Compensation coverage.

**6.1.3 Waiver of Subrogation.** Operator shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against the Port, its board and commission members, officials, agents, guests, invitees, consultants, and employees. Port shall waive all claims against Operator for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.

**6.1.4 Certificates of Insurance.** At or before the time of execution of this Agreement,



Operator shall furnish the Port with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The Operator shall provide to Port not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Operator shall immediately provide written notice to the Port upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to Port of Pasco, P O Box 769, Pasco, Washington 99301.

**6.2 Operator's Liability.** The procurement of such policy of insurance shall not be construed to be a limitation upon Operator's liability or as a full performance on its part of the indemnification provisions of this Agreement. Operator's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Premises. Failure of Operator to maintain adequate coverage shall not relieve Operator of any contractual responsibility or obligation.

**6.3 Types and Amounts of Insurance.** Operator shall obtain and continuously maintain in effect at all times during the term hereof, at Operator's sole expense, insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:

**6.3.1 Commercial General Liability (CGL).** This policy shall be an occurrence-type policy and shall protect the Operator and additional insured against all claims arising from bodily injury, sickness, disease or death of any person (other than the Operator's employees) and damage to property of the Port or others arising out of the act or omission of the Operator or its agents and employees. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the Agreement or liability arising from pollution, explosion, collapse, underground property damage, or damage to the premises or improvements. This policy shall also include protection against claims for the contractual liability assumed by Operator under the parts of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, Premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage (utilizing an umbrella policy if needed) shall not be less than: \$2,000,000.00 General Aggregate; \$2,000,000.00 Products- Completed Operations Aggregate; \$2,000,000.00 Personal & Advertising Injury; \$2,000,000.00 Each Occurrence; \$100,000.00 Fire Damage (any one fire). ***There shall be no exclusion for liability arising out of the use of rail by Operator on the commercial general liability policy.***

**6.3.2 Business Automobile Liability.** This policy shall be written in comprehensive form and shall protect Operator and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the Premises of all motor vehicles licensed for highway use, whether they



are owned, non-owned or hired. Coverage shall not be less than: \$2,000,000.00 Combined Single Limit.

**6.3.3 Workers' Compensation and Employer's Liability.** If Operator hires any employees, Operator shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Operator against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than: Statutory Amount Workers' Compensation \$2,000.000.00; Employer's Liability, Each Accident \$2,000,000.00; Employer's Liability, Disease – Policy Limit \$2,000,000.00; Employer's Liability, Disease – Each Employee. The foregoing requirement will not be applicable if, and so long as, Operator qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Washington and furnishes evidence of such qualification to Port in accordance with the notice provisions of this Agreement.

7. MINIMUM QUALIFICATION REQUIREMENTS AS DETERMINED BY THE PORT ARE AS FOLLOWS:

- (a) Proposers must have a minimum of five (5) years within the past ten (10) years (qualifying years) managing commercial parking lots with equivalent or greater revenue.
- (b) Must prove the financial ability to manage the business and make any capital improvements required.
- (c) Must provide at least three references.
- (d) Meet all requirements without a subcontract, joint venture, or partnership agreement.

## 8. TIMETABLE:

The following is the general timeline that the Port intends to follow in the RFQ process. The Port reserves the right to extend or change any of the dates shown at its sole discretion.

<u>TASK</u>	<u>DATES</u>	<u>TIME</u>
RFQ Issued	September 6, 2023	
Pre-proposal Meeting	September 26, 2023	1:00 pm Pacific
Deadline for Written Questions	October 4, 2023,	By 3:00 pm Pacific
Addendum Issued to Answer Questions	October 11, 2023	
Proposals Due	October 27, 2023,	By 3:00 pm Pacific
Interviews (if necessary)	October 31-November 7, 2023	
Award of Agreement	November 8, 2023	

## 9. PROPOSAL EVALUATION:

Properly completed proposals will be reviewed by staff. Based upon staff review, a short list of qualified Proposers *may* be interviewed. Following any interviews (if needed), staff will recommend to the Port Board of Commissioners the Proposer they feel is best qualified to undertake management operations.

(a) Narrative describing general experience, history, and suggestions for improved operations/customer service. Please include a plan for assisting and ensuring the success of the airport's transition to a cashierless operation. This plan shall include an evaluation of the current PARCS system, suggested system upgrades, an implementation timeline for any new equipment, and an estimated cost of equipment. – **Exhibit A** (no more than 15 pages).

(b) Fees – well thought out and sustainable financial plan including management fees, hourly rate and credit card fees – **Exhibit B**

(c) Staffing Plan – Proposer's ability to lay out an operating plan geared towards improving the customer experience. Include Proposer's wage and benefit package offered to employees. - **Exhibit C**

(d) ACDBE Participation - Proposer's program for the direct involvement including the percentage of goods and services purchased from certified Airport Concessionaire Disadvantaged Business Enterprises (ACDBE) vendors. **Exhibit D**



EVALUATION SCORECARD:

Factor	Points	Score
General Experience Narrative	40	
Management Fees	25	
Staffing Plan	25	
ACDBE Participation	10	
Total	100	





10. TIME AND PLACE FOR SUBMISSION OF PROPOSAL:

Three (3) copies of proposals in a sealed envelope must be received by 3:00 p.m. (Pacific) on October 27, 2023. Postmarks will not be considered. Late submissions will not be considered.

Proposals may be delivered in person to:      Airport Administration Office  
3601 N. 20<sup>th</sup> Avenue  
Pasco, WA 99301

Proposals may be mailed to:                      Tara White, Business Manager  
Tri-Cities Airport Administration Office  
Second Floor  
3601 N. 20<sup>th</sup> Avenue  
Pasco, WA 99301

***emailed proposals will not be accepted.***

11. AIRPORT CONTACT PERSON:

Questions, comments, or suggestions regarding this RFQ should be submitted in writing to:

Tara White  
(509) 547-6352  
[taraw@portofpasco.org](mailto:taraw@portofpasco.org)  
Tri-Cities Airport  
3601 N. 20<sup>th</sup> Avenue  
Pasco, WA 99301

12. CLARIFICATIONS AND/OR REVISIONS TO THE SPECIFICATIONS AND REQUIREMENTS:

(a) Proposer must examine this RFQ carefully before submitting a proposal. Proposers may request additional information or clarification by the date specified in the RFQ timetable from the Airport Contact Person. A Proposers failure to request additional information or clarification shall preclude the Proposer from subsequently claiming ambiguity, inconsistency, or error.

(b) The Contact person will issue responses to inquiries and any other corrections or amendments he/she seems necessary in written addendum prior to the proposal due date. Proposers should rely only on the representations, statements or explanations that are contained in the RFQ and any written addendum to this RFQ. Where there seems to be a conflict between the RFQ and any addendum issued, the last addendum issued will prevail.



### 13. UNACCEPTABLE PROPOSALS:

The Port considers any of the following causes to be sufficient for disqualification of the Proposer and rejection of a proposal:

- (a) Evidence of collusion among Proposers
- (b) Failure to meet the Minimum Qualification Requirements

Prior to the acceptance or rejection of any proposal, the Port reserves the right to require submission of additional evidence of qualifications, experience, financial ability, or the ability to provide the required services needed to operate in a manner commensurate with the highest standards of similar operations. The Port reserves the right to reject any or all proposals.

### 14. TIME OF AWARD:

The Port intends to announce the award of the parking agreement to the successful Proposer at the November 8, 2023, Port of Pasco Commission Meeting based on the proposal it deems most advantageous to the Port and the traveling public over the term of the Agreement. Selection of the successful Proposer shall be based upon the information supplied in connection with the proposal. Supporting documentation and recommendation of staff. The Port shall be the sole judge of the party best qualified to undertake and manage parking operations.

### 15. 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.



16. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

“The Port of Pasco, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

17. 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, to include a proposal bond (bid bond), 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 Management 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 Management Agreement and the furnishing of required insurance. 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. The Proposal Surety will be returned to the successful proposer after execution of an agreement and delivery of said insurance.



## **RFQ EXHIBIT A: GENERAL EXPERIENCE**

Provide a history of the company, its overall experience and how many years it has been in the public parking business. Include any mergers, acquisitions, name changes, etc. with a timeline of these events.

### **Airport Parking Experience**

Please provide the following information with respect to the airport parking facilities that you have operated or been awarded within the past ten (10) years. Please limit your response to three (3) locations.

1. Name and location of airport
2. Name and telephone number of airport contact
3. Type of operating agreement in each of the above locations (concession or management)
4. Term of the operating agreement in each of the above locations (commencement and termination dates)
5. Size of the operation in each of the above locations (size of surface parking, size of garage parking, number of exit lanes)
6. Gross receipts collected at each of the above locations during the last two years.
7. Number of employees per location

### **Non-Airport Public Parking Experience**

If you have not operated an airport public parking operation during the last ten (10) years, please provide the following information with respect to any other public parking facility which you have operated within the past ten (10) years.

1. Name of facility and location
2. Name and telephone number of contact
3. Number of years facility in operation
4. Size of operation
5. Number of employees
6. Days and hours of operations

### **Additional Information**

1. Provide information on preferred revenue control equipment.
2. Brief discussion on service improvements made in the past and what opportunity you see in this market.
3. Provide the transitional plan to assist the airport into a cashierless operation by the end of the agreement term, to include an evaluation of the current PARCS system, proposed equipment upgrades, an implementation timeline and approximate cost of equipment.
4. Specify whether any contracts for a parking operation by your firm have ever been canceled and, if so, give a detailed explanation of the circumstances surrounding the cancellation.



## RFQ EXHIBIT B: PROPOSED FINANCIAL PLAN

Provide an annual budget for the first year of the proposed operation in the following format with blended hourly rate including FICA, taxes, overtime, and benefits. Proposers should understand Pasco's labor market and prevailing wages.

### **Blended Hourly Rate**

Overall blended hourly rate including FICA, taxes, vacation, sick, insurance     \$\_\_\_\_\_

### **Credit Card Processing Fee**

Provide information relative to the credit card processing services in the following format. Credit card processing fee shall be a percentage (%) fee charged on the total credit card revenue collected.

Credit Card Processing Fee:                      \_\_\_\_\_ Percent (%)

Name of Proposed Credit Card Processor: \_\_\_\_\_

### **Annual Management Fee**

Specify the total annual management fee for each and every year of the initial five-year term in the following format:

Year 1:	\$ _____
Year 2:	\$ _____
Year 3:	\$ _____
Year 4:	\$ _____
Year 5:	\$ _____

Management fees shall be paid in equal monthly installments over the course of the contract year and should include the following:

Overhead	Vehicle	Voice, Data	Equipment Rental
Supplies	Vehicle Expense	Fuel	Misc. Expenses
Liability Insurance	Postage, Freight	Repairs, Maintenance	



## RFQ EXHIBIT C: EMPLOYEE BENEFITS/PROPOSED SCHEDULE

### **Employee Wages and Benefits**

Please describe the wage and benefit package offered to employees.

### **Proposed Schedule**

Based on the proposed staffing levels recommended, provide a representative weekly shift schedule for all personnel

Manager's Hours:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							

Customer Service Representative's Hours:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Rep 1							
Rep 2							
Rep 3							
Rep 4							
Rep 5							
Rep 6							
Rep 7							
Rep 8							
Rep 9							



**RFQ EXHIBIT D: ACDBE PARTICIPATION:**

The Proposer shall list certified ACDBE firms that the company shall purchase goods and services from, including the ACDBE firm's name, NAICS code, work type and State certified. The Port's ACDBE participation goal for non-rental car companies is currently 4.4% of total purchases of goods and services.

ACDBE Firm	NAICS Code	Type of Work/Goods	State Certified

Any other information you would like to submit.

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**RFQ EXHIBIT E: PORT OF PASCO TRI-CITIES AIRPORT MONTHLY PARKING REVENUE  
RECONCILIATION**

Month \_\_\_\_\_ Year \_\_\_\_\_

<u>Gross Receipts (including sales tax)</u>	_____
<u>Minus Credit Card Fees</u>	_____
<u>Minus Sales Tax</u>	_____
<u>Total Due to the Port</u>	_____



## **PARKING MANAGEMENT AGREEMENT**

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into as of this first day of February 2024 by and between the PORT OF PASCO, hereinafter referred to as "Port", ( ) and hereinafter referred to as "Operator."

### **RECITALS**

- A. Port is the owner of real property hereinafter described.
- B. Port desires to outsource parking management operations to a qualified Operator.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, Port and Operator agree as follows:

1. **PREMISES.** Port hereby enters into a management agreement with the Operator that includes using certain real property containing all public parking facilities in and about the terminal area at Tri-Cities Airport (PSC) Pasco, Washington ("Airport") as more fully described in Exhibit "A" attached hereto, together with any equipment and improvements thereon and with all appurtenances thereto (all of which shall hereinafter collectively be referred to as the "Premises").
2. **MANAGEMENT FEES.** Commencing February 1, 2024 and continuing for the balance of the Term, the Operator shall be paid as set forth below. Starting October 1, 2024, and each October thereafter, the Operator and Port will negotiate and agree upon daily hours of service based upon growth, service levels and automation updates for the upcoming Agreement year.

February 1, 2024-January 31, 2025 – 1<sup>st</sup> year

Management Fee \_\_\_\_\_  
Credit Card Processing Fees % \_\_\_\_\_  
Hourly Rate \_\_\_\_\_

February 1, 2025 – January 31, 2026 – 2<sup>nd</sup> year

Management Fee \_\_\_\_\_  
Credit Card Processing Fees % \_\_\_\_\_  
Hourly Rate \_\_\_\_\_

February 1, 2026 – January 31, 2027 – 3<sup>rd</sup> year

Management Fee \_\_\_\_\_

Credit Card Processing Fees % \_\_\_\_\_

Hourly Rate \_\_\_\_\_

February 1, 2027 – January 31, 2028- 4<sup>th</sup> year

Management Fee \_\_\_\_\_

Credit Card Processing Fees % \_\_\_\_\_

Hourly Rate \_\_\_\_\_

February 1, 2028 – January 31, 2029 – 5<sup>th</sup> year

Management Fee \_\_\_\_\_

Credit Card Processing Fees % \_\_\_\_\_

Hourly Rate \_\_\_\_\_

Operator shall invoice the Port monthly for management fees and hours worked.

Management fee includes wages, overhead, liability Insurance (general liability, vehicle, theft), fuel, repair and maintenance, supplies equipment rental, postage, freight, vehicle expense, voice, data.

The term “agreement year” shall mean the twelve (12) consecutive calendar months beginning with the commencement date of the Term of this Agreement and each twelve-month period thereafter.

Operator shall furnish the Port with an annual statement of gross receipts from its operation of the parking facilities within thirty (30) days after the close of each agreement year, which statement shall be certified by the chief financial officer of Operator.

Operator shall be entitled to collect and receive any and all gross receipts including, without limitation, gross receipts from parking and validations.

“Gross receipts” shall mean all sums collected by Operator from the usage of spaces for the parking and storage of vehicles on the Premises, whether on an hourly, daily weekly, or monthly basis, less all refunds, discounts and allowances made by Operator to its customers. Gross receipts include sales tax embedded in the parking rates.

3. OPERATIONAL REQUIREMENTS. Operator shall provide customer service representatives, trained in the performance of their duties so that the facility is available twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days per year. Operator shall be obligated to control the actions of its employees and to discharge any employee whose conduct Port feels is detrimental to the best interests of the Airport (subject, however, to Operator’s duty

to comply with applicable employment and labor laws and contracts), and to require its employees to be clean and neat in their appearance.

In addition to the above requirements, Operator shall provide the following consulting services to Port, at no additional cost to Port:

- (a.) On-going consultation regarding the Airport's parking demand and parking requirements.
- (b.) Performance of an annual comprehensive ticket data analysis using Operator's computer program.
- (c.) Provision of on-line access to the premises parking revenue information through Operator's computer program.

4. TERM. The term of this agreement is for five (5) years commencing on February 1, 2024 and expiring on January 31, 2029.

5. INSURANCE AND INDEMNIFICATION.

5.1 General Conditions. The following conditions shall apply to all insurance policies obtained by Operator for the purpose of complying with this Agreement:

5.1.1 Satisfactory Companies. Coverage shall be maintained with insurers and under forms of policies satisfactory to Port and with insurers licensed to do business in Washington. The insurance company providing said policy shall maintain during the policy term an A. M. Best financial rating of A- or better, or such other rating as may be required by a Port, as set forth in the most current issue of "Best's Insurance Guide."

5.1.2 Named Insured. All insurance policies required herein shall be drawn in the name of Operator, with the Port, its board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.

5.1.3 Waiver of Subrogation. Operator shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against the Port, its board and commission members, officials, agents, guests, invitees, consultants and employees. Port shall waive all claims against Operator for damages covered normally by Fire and Casualty damage insurance with standard extended coverage.

5.1.4 Certificates of Insurance. At or before the time of execution of this Agreement, Operator shall furnish the Port with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of

insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The Operator shall provide to Port not less than thirty (30) days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Operator shall immediately provide written notice to the Port upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Copies of required endorsements will be attached to the certificates to confirm the required endorsements are in effect. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to Port of Pasco, 3601 N. 20<sup>th</sup> Avenue, Pasco, Washington 99301.

5.2 Operator's Liability. The procurement of such policy of insurance shall not be construed to be a limitation upon Operator's liability or as a full performance on its part of the indemnification provisions of this Agreement. Operator's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Premises. Failure of Operator to maintain adequate coverage shall not relieve Operator of any contractual responsibility or obligation.

5.3 Types and Amounts of Insurance. Operator shall obtain and continuously maintain in effect at all times during the term hereof, at Operator's sole expense, insurance coverages on a primary basis, non-contributory with any other insurance coverage, as follows with limits not less than those set forth below:

5.3.1 Commercial General Liability (CGL). This policy shall be an occurrence-type policy and shall protect the Operator and additional insured against all claims arising from bodily injury, sickness, disease or death of any person (other than the Operator's employees) and damage to property of the Port or others arising out of the act or omission of the Operator or its agents and employees. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under the Agreement or liability arising from pollution, explosion, collapse, underground property damage, or damage to the premises or improvements. This policy shall also include protection against claims for the contractual liability assumed by Operator under the parts of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, Premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage (utilizing an umbrella policy if needed) shall not be less than: \$2,000,000.00 General Aggregate; \$2,000,000.00 Products- Completed Operations Aggregate; \$2,000,000.00 Personal & Advertising Injury; \$2,000,000.00 Each Occurrence; \$100,000.00 Fire Damage (any one fire). *There shall be no exclusion for liability arising out of the use of rail by Operator on the commercial general liability policy.*

5.3.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Operator and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the Premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than: \$2,000,000.00 Combined Single Limit.

5.3.3 Workers' Compensation and Employer's Liability. If Operator hires any employees, Operator shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect the Operator against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than: Statutory Amount Workers' Compensation \$2,000,000.00; Employer's Liability, Each Accident \$2,000,000.00; Employer's Liability, Disease – Policy Limit \$2,000,000.00; Employer's Liability, Disease – Each Employee. The foregoing requirement will not be applicable if, and so long as, Operator qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Washington and furnishes evidence of such qualification to Port in accordance with the notice provisions of this Agreement.

6. EQUIPMENT AND IMPROVEMENTS. It is understood that the Port currently owns all equipment, signs, lights and attendant shelters. Port agrees to maintain all parking asphalt, striping, signage, lot lights and perimeter barriers.

7. PARKING TICKETS. All parking tickets shall be mechanically or digitally dated and marked with the time of entrance and exit. Operator shall keep on site at a location to be provided by Port free of charge all used parking tickets for a period of twelve (12) months from date of issuance so that the most recent twelve months of tickets preceding the current month will always be on hand at the Premises. Tickets shall be kept sorted or filed by days and separately for each parking lot. Said tickets shall be available for examination by the Port's Airport Director or Port's designated Auditor at all reasonable times.

8. SIGNS. Port agrees to maintain all signs installed by the Port in the parking facilities. All signs provided by Operator within the paid public area shall be submitted to Port's Airport Director for his approval prior to installation and the design, size, coloring and location of same shall be subject to the approval of said Airport Director at all times.

9. CLEANING AND SNOW REMOVAL. Operator shall keep the said Premises clean and free from all dirt, trash, and refuse, and will in general keep the Premises in a clean and sanitary condition: specifically in this connection Operator shall collect trash and debris on the Premises, and deposit in Port provided receptacles and dumpsters. The Port shall be responsible at its expense for snow removal and shall perform this duty so as to not impair operation of the Premises.

10. MAINTENANCE OF EQUIPMENT AND IMPROVEMENTS. Port agrees to furnish to Operator the present public parking facilities at the Premises. Operator agrees to keep all equipment in good working order with preventative maintenance. Port agrees to keep in good operating condition and repair all underground electrical wiring and connections for electrical power. Port will further keep and maintain all underground plumbing in good order and repair, but not including the repair of plumbing stopped by reason of foreign matter introduced into the plumbing fixtures. The Port agrees to empty the trash from bins located in the parking lot.

11. ELECTRICAL POWER AND UTILITIES. The Port shall furnish and pay for all sewer, water, and electricity for the premises. Port does not warrant continuous service and shall not be liable for any damage caused by interruption of the service beyond its control. Port shall maintain and relamp all pole mounted lighting fixtures. Operator shall maintain and relamp all lighting fixtures and signs located in or on the attendant booths.

12. PARKING RATES. The following parking rate schedule is in effect as of the effective date of the agreement and includes sales tax. The Port reserves the right to update these rates.

<u>Short Term Lot</u>	
0-25 Minutes	Free
Each Additional Hour	\$2.00
Maximum Daily	\$13.00
<u>Long Term Lot</u>	
0-10 Minutes	Free
Each 24 hours or part thereof	\$10.00
<u>Credit Card Only Lot</u>	
0-10 Minutes	Free
Each 24 hours or part thereof	\$ 10.00

Operator will manage Employee Parking Lot (unpaid lot).

Operator will manage monthly airline employee commuter parking program (current rate of \$50/month).

Operator shall issue up to seventy-five (75) free annual or lifetime parking permits to those persons authorized by Port. Operator shall honor existing free parking permits until new permits have been issued by Operator. Operator shall provide this service at no additional charge to the permit holders.

Operator will provide parking tickets for each vehicle parked on the Premises. Special taxes on parking receipts, if any, may be added to the rates set forth above. Such taxes shall not be considered a part of gross receipts except the sales tax already included in the parking rates. Operator shall honor the existing twenty-five minutes free parking and customers will continue to receive this service at no charge.

13. STANDARDS OF SERVICE. Operator shall furnish service on a fair, reasonable, and non-discriminatory basis to all users of the Airport. Service shall be prompt, courteous and efficient and shall be adequate to meet the demands for said service at the Airport. In addition, Operator

shall provide, without charge, flat tire inflation and battery jump for customers with vehicles within the public parking lot.

14. VALIDATION PROGRAM. Operator shall provide two validation machines for the purpose of parking validation for Port business.

15. NOTICES. Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, at the following addresses:

TO PORT:                      Tri-Cities Airport  
                                     3601 N. 20<sup>th</sup> Avenue  
                                     Pasco, WA 99301

TO OPERATOR:

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

16. BOOKS AND RECORDS. Operator shall maintain books and records of gross receipts in accordance with customary and acceptable accounting practices and will give consideration to any recommendations or requests for changes in such practices which are made by Port, which arise from an audit of Operator's books and records of gross receipts by Port or by Port's representative. Port, or Port's designated representative shall have the right to call for, inspect and audit Operator's bills, receipts and sales records of gross receipts during reasonable hours for the purpose of verifying the correctness of Port's monthly or annual statement.

17. ACDBE PARTICIPATION. Operator agrees as follows:

(a) "This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, [49 CFR part 23](#). The Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by [49 CFR part 23](#).

(b) "The operator agrees to include the above statements in any subsequent concession agreement or contract covered by [49 CFR part 23](#), that it enters and cause those businesses to similarly include the statements in further agreements."

(c) Within 90 days after the expiration of each Federal 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 C) describing the total dollar amount of its purchases of goods and services during the Fiscal Year from all vendors, the gross revenue, and the total dollar amount of the purchases from ACDBE certified vendors. The name, contact information of the ACDBE certified firm must be included. Operator must provide additional information, as requested from Port, in order to complete the required FAA ACDBE reporting document. If the Operator does not meet the goal for ACDBE participation, a shortfall analysis must be submitted to the Port (See attached sample shortfall analysis letter, Exhibit D).

18. ASSIGNMENT. Operator agrees that it will not assign or transfer this Agreement or any interest herein without the prior written consent of Port, which consent shall not be unreasonably withheld. However, Operator is hereby given the right to assign this Agreement to an affiliate or to a corporation of which substantially all of the stock is owned by Operator and/or to collaterally assign or pledge its right, title and interest herein as security for any present or future loans to Operator.

19. NON-DISCRIMINATION. The Operator agrees 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. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator.

The provision obligates the Operator for the period during which the property is owned, used, or possessed by the Operator and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

During the performance of this Agreement, the Operator, for itself, its assignees and successors in interest agrees as follows:

Compliance with Regulations: Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit B, and which are herein incorporated by reference and made a part of this Agreement.

Nondiscrimination: Operator, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Operator for work to be



performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Operator of the Operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

Information and Reports: Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Operator's noncompliance with the non-discrimination provisions of this Agreement, the Port will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.

Incorporation of Provisions: The Operator will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Operator will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

20. DEFAULT. Either party shall have the right to terminate this Agreement upon a breach by the other party of any of the covenants, terms and conditions hereof, provided the defaulting party first receives written notice of such breach and fails to remedy same within thirty (30) days after said notice thereof is received, or fails to commence curing such breach within said thirty-day period in the event such breach cannot be reasonably cured within thirty days. In the event of termination, the Port will still have access to books and records pursuant to Section 16 above and the Operator will maintain such books and records for the period required by law allowing the Port access thereto.

21. ENTIRE AGREEMENT. This management agreement constitutes the entire agreement between the parties hereto, their successors and assigns and supersedes and cancels any prior lease or agreement between Port and Operator effective as of the commencement of the Initial term of this Agreement.

22. EMINENT DOMAIN. In the event the entire Premises shall be taken under any statute or by right of eminent domain, then when possession of the Premises is taken, this Agreement shall automatically terminate, and the management fee shall be adjusted as of the time of such taking. If any portion of the Premises (but not the entire Premises) shall be taken or condemned, then Operator shall have the right, at its option, to remain in the Premises, being paid a management fee as mutually agreed upon for the remainder of the term, or to terminate this Agreement as of the date of such taking, upon notice in writing to Port of such election. Port shall notify Operator immediately upon receiving notice or otherwise becoming aware of the intended taking (in whole or in part), and the actual or anticipated date of taking. In the event of termination of the Agreement, Operator shall thereupon be released from any further liability as of the date of taking. If this Agreement is terminated, any fees due for the last month of Operator's management shall be prorated. If Operator elects to remain in the balance of the Premises, a new fee schedule shall be negotiated between the parties.

If, at the time of total taking, Operator shall not have been fully reimbursed by Port for the unamortized amount of any expenditures for capital improvements, alterations or equipment made to or installed on the Premises, Port shall and does hereby assign to Operator so much of such award by the condemning Port as is equal to be not in excess of the unamortized amount of Operator's said expenditures.

Operator shall not be entitled to any portion of any award or settlement received from any condemning Port. However, nothing contained herein shall be construed to prevent Operator from prosecuting any claim directly against the condemning Port for loss of business or amortization of, damage to, or cost of removal, or for value of, Operator's personal property, provided that no such claim shall diminish or otherwise adversely affect Port's award.

Operator shall have the right to remove any or all of its personal property (including trade fixtures) prior to the date of such taking.

23. DAMAGE AND DESTRUCTION. Port covenants and agrees that, if the Premises are damaged or destroyed by fire or other casualty, Operator shall have the right, at its sole option, to elect to (a) terminate this Agreement, effective on the date of such damage or destruction, provided twenty percent (20%) or more of the Premises are rendered unusable for the parking of motor vehicles, in which event Operator shall no longer be liable for the requirements of this Agreement after such termination; (b) continue to manage and use any undamaged part of the Premises which is fully available for use, in which event the parties agree to negotiate a new fee schedule taking into consideration the loss of parking spaces and loss of gross receipts anticipated.

24. PARTIES BOUND. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executors, administrators, legal representatives and permitted assigns. This Agreement or any modification thereof shall not be binding upon Port and/or Operator in any respect until fully executed by duly authorized officers or principals of both parties.

25. JURISDICTION/ATTORNEYS FEES.\_This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in Franklin County, Washington. The prevailing party to any action will be entitled to their attorneys fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

Operator:

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Port of Pasco Tri-Cities Airport:

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Executive Director

State of:

County of:

This instrument was signed or acknowledged before me on \_\_\_\_\_, 2023 by

\_\_\_\_\_. acting in the capacity of \_\_\_\_\_

on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed, typed or stamped name of Notary

Notary Public for the State of \_\_\_\_\_

residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(seal)

State of:

County of:

This instrument was signed or acknowledged before me on \_\_\_\_\_, 2023 by

\_\_\_\_\_. acting in the capacity of \_\_\_\_\_

on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed, typed or stamped name of Notary

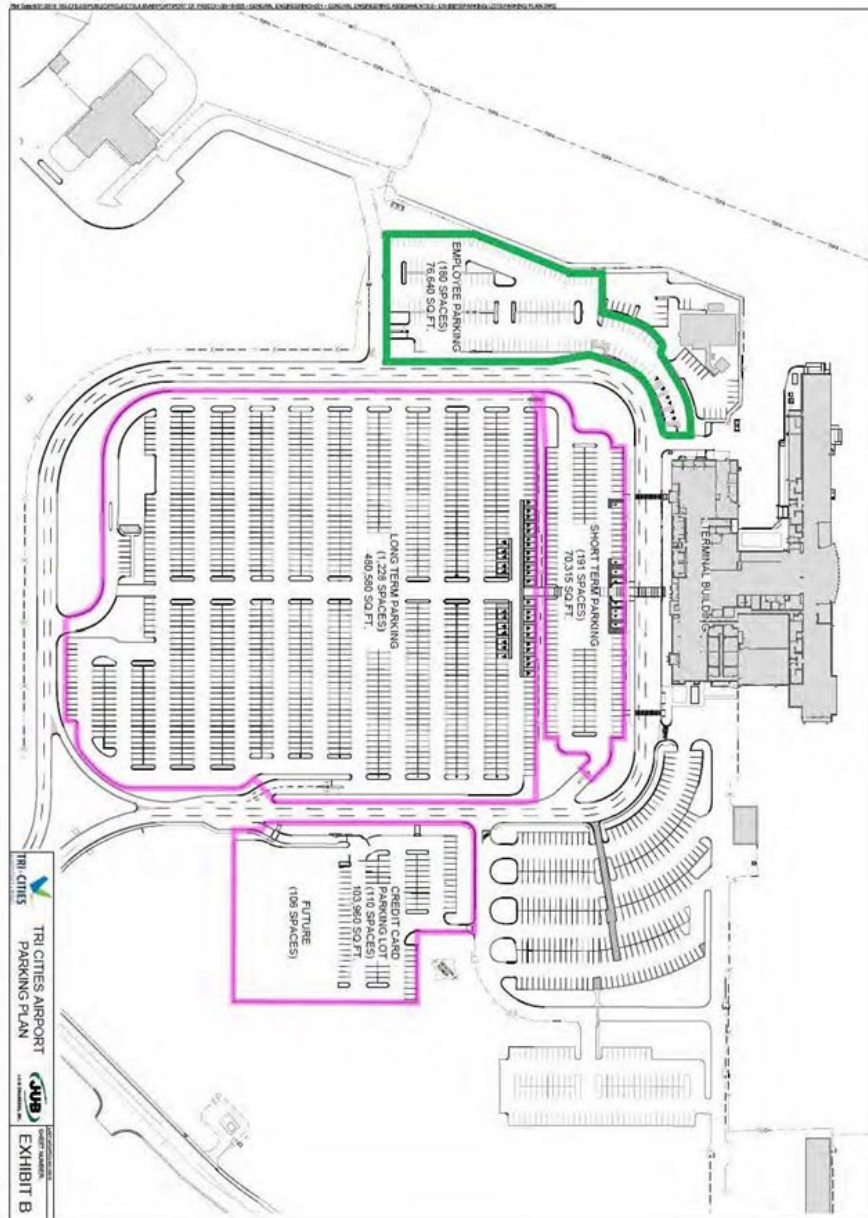
Notary Public for the State of \_\_\_\_\_

residing at: \_\_\_\_\_

(seal)

My commission expires: \_\_\_\_\_

# AGREEMENT EXHIBIT A: MAP OF PARKING AREAS AT PORT OF PASCO TRI-CITIES AIRPORT (PSC)



## **AGREEMENT EXHIBIT B: TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this Agreement, the OPERATOR, for itself, its assignees, and successors in interest (hereinafter referred to as the “OPERATOR”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

AGREEMENT EXHIBIT C: ACDBE REPORTING FORM SAMPLE

ACDBE Report-EXHIBIT C  
Tri-Cities Airport (Port of Pasco)

REPORTING PERIOD:

To

ACDBE Vendor Name	Services Provided	Certification	State of WA ACDBE Certified	Minority Type	Current Period Paid Amount	YTD Amount	Percentage of Revenue	Percentage of Purchases
Address City, State Zip Phone Number Contact Name contact email	list services provided	type of certification	yes/no?	type of minority				

Total Goods and Services:  
Total Gross Revenue:  
Total ACDBE Purchases:  
Total Car Rental Company ACDBE Percentage:

Total Fleet Purchases  
# of Vendors =  
Total Non-Fleet Purchases  
# of Vendors =



**AGREEMENT EXHIBIT D: ACDBE GOAL SHORTFALL ANALYSIS SAMPLE PLAN LETTER**

Date

Tara White  
Tri-Cities Airport (PSC)  
3601 N. 20<sup>th</sup> Avenue  
Pasco, WA 99301

RE: ACDBE Goal Shortfall Analysis and Corrective Action Plan

To: Tara White, PSC ACDBELO

The (insert Operator's name here)'s ACDBE goal for goods and services purchases at the PSC location, achievements and shortfall for FY \_\_\_\_\_ are as follows:

ACDBE purchases goal: \_\_\_\_\_%      Achievement: \_\_\_\_\_%      Shortfall: \_\_\_\_\_%

(insert Operator's name here) has identified the reasons for the shortfall as.....

***This section of the Shortfall Analysis and Corrective Action Plan should include a detailed explanation of all the reasons for the shortfall.***

To address these issues, (insert Operator name here) will.....

***This section of the Shortfall Analysis should include a detailed explanation of all corrective actions that an Operator has already begun to implement as well as all corrective actions the Operator plans to implement. Show how the proposed corrective actions will specifically address the reasons for the shortfall and include a timeline for implementation.***

If you have any questions, concerns, or suggestions regarding (insert Operator name here)'s efforts to meet its ACDBE goals in the coming year, please contact \_\_\_\_\_.

Sincerely,

NAME  
(insert Operator name here)