



City of Tacoma, WA

**TACOMA VENUES AND EVENTS**

**REQUEST FOR PROPOSAL**

**TACOMA DOME PARKING FACILITIES OPERATION SERVICES**

**SPECIFICATION NO. PF24-0089F**



**City of Tacoma  
Tacoma Venue and Events**

**REQUEST FOR PROPOSALS PF24-0089F  
Operation Services for Tacoma Dome’s Parking Facilities**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, August 20, 2024**

Submittals must be received by the City’s Procurement and Payables Division by 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

**Submittal Delivery:** Sealed submittals will be received as follows:

<p><b>By Email:</b>  <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a>  Maximum email size including attachments: 35 MB.  Multiple emails may be sent for each submittal.</p> <p><b>Note:</b> Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p>	<p><b>In Person:</b>  Tacoma Public Utilities Administration Building North,  Main Floor, Lobby Security Desk  3628 South 35<sup>th</sup> Street  Tacoma, WA 98409  Monday – Friday 8:00 am to 4:30 pm</p>
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**Bid Opening:** Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

If you believe your submittal was sent timely and was not read at bid opening, please contact [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org) immediately.

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

**Pre-Proposal Meeting:** A pre-proposal meeting will be held on August 1, 2024 at 10 a.m. (PT), at:

Tacoma Dome  
2727 East D Street  
Lot H  
Tacoma, WA 98421

**Project Scope:** The City of Tacoma (City), Tacoma Venues and Events (TVE), is seeking proposals from qualified firms to provide parking management and operation services for the Tacoma Dome.

**Estimate:** \$1,200,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

**Americans with Disabilities Act (ADA Information):** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

**Title VI Information:**

“The City of Tacoma” in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in 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, national origin in consideration of award.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Sara Bird by email to [sbird@cityoftacoma.org](mailto:sbird@cityoftacoma.org).

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



**Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.**

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## SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposal page.

<b>The following items make up your submittal package:</b>	
One PDF electronic copy submitted digitally of your complete submittal package	
Signature Page (Appendix A)	
Information in Section 10	
<b>After award, the following documents will be executed:</b>	
Services Contract	
Certificate of Insurance and related endorsements	

## 1. BACKGROUND

The City of Tacoma (City) is seeking proposals for qualified companies to provide parking management and operations services for the Tacoma Venues and Events (TVE) managed Tacoma Dome.

The selected Proposer must view the parking facilities as revenue generating assets of the venue both during events and at times when there is no event. The parking facilities are to be managed in such a manner that the maximum amount of revenue is generated for TVE while also providing the highest levels of customer service to the patrons. The primary parking management goals of TVE include the safety and welfare of the patrons and clients, providing exemplary service, and responsible revenue management.

The Tacoma Dome is a 22,000-capacity arena with an additional 28,800 square foot Exhibition Hall. The parking system is composed of nine (9) surface parking areas of varying size and capacity, and includes approximately 1,400 general use parking stalls, 50 accessible stalls, and 70 reserved/VIP stalls. There is (1) off-street parking areas reserved for employees, clients, and other venue specific needs. A general map of the Tacoma Dome premises is provided in the Appendices. The venue is operated and managed by the Tacoma Venues and Events Department (TVE) of the City of Tacoma (City).

General information on the Tacoma Dome may be reviewed online at [www.tacomadome.org](http://www.tacomadome.org).

To learn more about the City of Tacoma, visit [www.cityoftacoma.org](http://www.cityoftacoma.org).

The contract awarded through this RFP will give the selected proposer(s) the exclusive right to provide parking management and parking operations services. With this solicitation, the City anticipates awarding one contract and will contemplate a broad range of business, financial, and organizational structures, provided that the City of Tacoma shall retain ownership of the venues. The awarded Contractor will not be entitled to any revenue generated from event-based facilities use for which Contractor is not responsible due to contractual obligations of the City (i.e., parking facilities licensed specifically for special events including community run/walk events, "ride 'n' drives," etc.).

## 2. MINIMUM REQUIREMENTS

The following are **minimum qualifications** that any proposer must meet in order to be considered for award of a contract. Responses must clearly demonstrate that the proposer meets the minimum qualifications, or the proposal will be considered nonresponsive and be rejected by TVE without further consideration:

- Proposer must have a minimum of five (5) years' continuous experience during which time event and off-street parking management and operations has been a primary business service at locations that service venues with a capacity of at least 3,000 guests, including at least two (2) years consecutive experience at a single location.
- Proposer must not have had any contracts terminated for failure to perform as required by the contract in the last ten (10) years.

### 3. SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a company based on the qualifications and abilities of the firm and key project individuals.

The City owned Tacoma Dome parking lots are a significant component of the Tacoma Dome's revenue generation and overall guest experience that the City of Tacoma desires to maintain and preserve. The primary goals of a parking operations agreement are to have in place an organization which will:

- Effectively manage the day to day operation of the Tacoma Dome parking lots, establishing consistent financial stability, sustainability, accountability and reporting for parking operations, while maximizing the level of annual revenue received by the City;
- Exercise the highest standards of facility maintenance including providing direct capital investment into the facilities;
- Have demonstrated experience as a skilled vendor that has a strong track record of similar projects, so that the City can be assured of receiving dependable, responsive, proven and expert services;
- Provide competent, well-trained and courteous personnel to perform specific job functions in sufficient numbers and in a timely manner;
- Follow contemporary labor practices that support the reliability and quality of services, including practices that reduce turnover, increase employee morale, provide appropriate training, and help promote a stable and professional workforce that is best able to address emergencies and public safety risks and customer interactions.
- Additional Technical Specifications to the Scope of Work can be found in Exhibit C of this RFP.

The City will consider proposals that include a broad range of business, financial, and organizational structures, provided that the City shall retain ownership of the parking lots.

#### Management Terms

- **Contract Term:** The City suggests a total seven-year contract term and will consider all combinations of initial and renewal terms. Proposers suggesting a different term length should justify the request and its benefits to the stated goals of the parking operations.
- **City Responsibilities:** Proposers must detail what the City will be expected to provide in terms of financial contribution and/or its expected role in parking operations, major maintenance and capital projects. The City is open to various options but expects the Proposer to detail and justify these expectations.
- **Operator Responsibilities:** Proposers must detail what the Operator's (Proposer's) role will be in terms of parking lot operations and major maintenance and capital projects. The City is open to various options but expects the Proposer to detail and articulate these responsibilities. City and Successful Proposer will partner to execute all capital or major maintenance projects which will be subject to the City, State and Federal requirements for PW&I projects.
- **Compensation Structure:** One of the goals of this RFP is to select an operator that can maximize revenue received by the City for Tacoma Dome parking operations. City has not pre-determined a set compensation structure for the successful Operator. City is open to various options and expects proposers to detail their expectations for a

compensation structure and any escalation or projected increases over the term of an agreement.

- Rates and Discounts: City and Operator will mutually establish and maintain a parking rate structure for Tacoma Dome events and non-event days. Any dispute in rate structure will defer to the Director of Tacoma Venues & Events for final decision.
- Measurement of Success/Benchmarks: Success of the Operator will be defined by
  - o Total revenue generated to the City from all sources
  - o Customer service survey scores
  - o Annual maintenance inspections

Proposers can submit additional recommended benchmarks. Any other measurements should clearly correspond to the City's identified Goals.

- Required Reporting: Operator must outline financial reporting structure and present a sample of all standard reports, including but not limited to: event statements, monthly statements, annual statements.

#### 4. CONTRACT TERM

The City suggests a total seven-year contract term and will consider all combinations of initial and renewal terms. Proposers suggesting a different term length should justify the request and its benefits to the stated goals of the parking operations. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

#### 5. CALENDAR OF EVENTS

This is a tentative schedule only and may be altered at the sole discretion of the City.

Contract may be issued after City Council approval.

The anticipated schedule of events concerning this RFP is as follows:

Publish and issue RFP:	<b>7/17/2024</b>
Pre-Proposal Meeting:	<b>8/1/2024</b>
Pre-Submittal Questions:	<b>8/5/2024</b>
Response to Questions:	<b>8/12/2024</b>
Submittal Due Date:	<b>8/20/2024</b>
Submittal Evaluated:	<b>August 2024</b>
Interviews/presentations, on or about:	<b>August/September 2024</b>
Award Recommendation:	<b>September/October 2024</b>
City Council Award Approval:	<b>October 2024</b>

#### 6. INQUIRIES

**6.1** Questions should be submitted to Senior buyer, Sara Bird via email to [sbird@cityoftacoma.org](mailto:sbird@cityoftacoma.org). Subject line to read:

PF24-0089F – Tacoma Dome Facilities Parking Operation Services – *VENDOR NAME*

**6.2** Questions are due by 3 pm on the date included in the *Calendar of Events* section.

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- 6.3 Questions marked confidential will not be answered or included.
- 6.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 6.5 The answers are not typically considered an addendum.
- 6.6 The City will not be responsible for unsuccessful submittal of questions.
- 6.7 Written answers to questions will be posted alongside the specifications at [www.tacomapurchasing.org](http://www.tacomapurchasing.org)

**7. PRE-PROPOSAL MEETING**

- 7.1 Pre-proposal meeting will be held at the time and date specified in the *Calendar of Events* section. Questions and request for clarifications of the specifications may be submitted as stated in the [inquiries](#) section.

**8. DISCLAIMER**

The City is not liable for any costs incurred by the Respondent for the preparation of materials, or a submittal submitted in response to this RFP, for conducting any presentations to the City, or any other activities related to responding to this RFP, or to any subsequent requirements of the contract negotiation process.

**9. EVALUATION CRITERIA**

A Selection Advisory Committee (SAC) will review and evaluate submittals. The relative weight of each scoring criteria is indicated in the table below.

<b>Criteria</b>	<b>Max Points</b>
Qualifications/Experience of Firm	<b>20</b>
Company Operating Policies	<b>25</b>
Operating Financial Terms & Capabilities	<b>20</b>
Capital Investment Terms	<b>15</b>
Reporting Capabilities	<b>10</b>
Sustainability	<b>5</b>
Equity in Contracting	<b>5</b>
Credit Card Acceptance	<b>0</b>
Contract Exceptions	<b>0</b>
<b>Total</b>	<b>100</b>

After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

- 9.1 The SAC may select one or more respondent to provide the services required.

**9.2** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

**9.3** A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.

**10. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.**

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the respondent's/team's abilities to meet the requirement of this RFP. Submittals must be submitted in sufficient detail to allow for a thorough evaluation and comparative analysis. Emphasis will be on completeness of content. The written submittals should be prepared in the sequential order as outlined below.

A full and complete response to each of the "CONTENT TO BE SUBMITTED" items is expected in a single location; do not cross reference to another section in your submittal.

The City reserves the right to request clarification of any aspect of a firm's submittal or request additional information that might be required to properly evaluate the submittal. A firm's failure to respond to such a request may result in rejection of the firm's submittal. Firms are required to provide responses to any request clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall no way diminish a Proposer's responsibility to submit a submittal that is current, clear, complete and accurate.

**10.1 Qualifications/Experience of Firm – 20**

Proposer's demonstrated experience and success managing similar parking operations, demonstrated ability to work with municipal or other governmental entities, and the quality of the references provided.

- 1. Cover Letter** – Provide a cover letter that gives an overall introduction to the Proposal, and which is signed by an individual authorized to bind the proposing entity and includes individual contact information.
- 2. Executive Summary** – Provide a summary that demonstrates the Proposer's knowledge and understanding of the City of Tacoma, the Tacoma Dome parking operations, and the Proposer's ability to accomplish the goals outlined. The executive summary shall also

clearly indicate what financial responsibilities are to be undertaken by the Proposer and/or the City.

- 3. Prior Experience and References** – Provide a detailed description of the Proposer’s qualifications and experience that demonstrates the Proposer has the resources and experience necessary to meet the requirements of the RFP, including:
- Experience relevant to the Scope of Work outlined in this RFP at three projects similar to Tacoma Dome parking operations.
  - Description of key individuals on the Proposer’s team, their backgrounds and experience, and their role and responsibility during the term of the agreement
  - A minimum of three client references able to verify the firm’s overall expertise for this type of work. The references must have worked with the firm within the last year. Provide complete information such as name of company, contact person, address, phone number, and email address.

## **10.2 Company Operating Policies – 25 points**

- 1. Proposer Company Policies and Guidelines.** Proposer(s) must provide a manual (at least one copy of which will be retained by the City) which describes in detail the company's standard operating procedures. Such procedures must, in addition to providing for a written basis for operations at all levels, cover the following:

- Company philosophy of customer service and crowd management.
- Leadership and supervisory training programs
- Employee code of conduct expectations and policies.
- Company training policy and procedures.
- Uniform, appearance, and grooming policies.
- Methods and procedures of accounting for staff time and payroll procedures, including methods for assuring and accounting for proper tax, social security and other required state and federal withholdings.
- Methods and Procedures used to enforce facility policies, facility regulations, and developing situations.
- Money control procedures, including auditing.

- 2. Recruitment and Management.** The Contractor shall describe the recruitment process for new and replacement personnel. This should include the procedures for recruiting an incumbent security Contractor personnel as a result of Contractor changeover. All applicable governmental laws and regulations must be adhered to in the recruiting and hiring process.

The successful Contractor will provide properly screened, trained, supervised, and uniformed personal to provide services as generally identified in this section. Specific security services for each site will be established in the form of post orders as developed by discussions with TVE management and City Staff and the selected contractor following contract award.

- 3. Personnel Risk Assessment.** The Contractor shall detail its application process to include:
- Interviewing

- Drug Testing if any
- Background investigations, by type and degree
- Training and work experience verification
- Include sample application form, along with additional supporting document with your bid.
- Include individual forms documenting each step of the application process and background investigation with your bid.

Please provide your company's standards as they relate to:

- Education
- Employment Background
- Criminal Record
- Financial Responsibility
- Appearance
- Public Relation Skills
- Compliance with Registration Laws
- Age

**4. Training:** All personnel must be thoroughly trained in all aspects of Proposer and facility's policy. Basic patterns should be developed from this training to ensure smooth and efficient operations. A written manual covering training procedures must be furnished with the proposal(s). This manual must demonstrate a detailed and fully developed operational plan for contractor's performance and a detailed plan for training contractor's personnel. The plan should include the amount of time devoted to each training topic and the time intervals between training sessions. Such training manual must also describe in detail contractor's plan for training personnel in the following:

- Guest service and guest relations training.
- Emergency evacuation and medical procedures.
- Non-violent crisis intervention.
- Money control and storage procedures.
- Communications procedures.
- Incident reporting, documentation, and court appearance procedures.
- ADA training.

**5. Company Wage and Benefits:** Starting pay rates must be adequate to ensure that the Proposer is able to employ top quality service personnel and must comply with all Federal and State minimum wage regulations. All proposal(s) must include:

- Proposed rate of hire for managers, supervisors, and attendants.
- Proposed rate charged to client for managers, supervisors, and attendants.
- Identify merit pay increases or applicable step increases.
- Employee Benefits (if any).

### **10.3 Operating Financial Terms and Capabilities – 20 points**

Proposer's ability to demonstrate financial sufficiency through a pro-forma, revenue generating plan, and proposed fee structure and budget. Proposer must justify any request for their selected compensation structure.

Provide a preliminary budget and operating pro forma that demonstrates how the Proposer would operate and maintain the Tacoma Dome parking lots in compliance with the City's stated

goals. Pro forma projection should detail all sources of revenue, all proposed rate structures, and all expenses by category for years 1 – 3. The annual budget should also include any proposed financial contributions expected from the City and may include a revenue sharing relationship with the City. The City has no pre-formulated requirements for revenue sharing. Note: the City operates on a biennial budget cycle.

#### **10.4 Capital Investment and Sponsorship Terms – 15 points**

The City desires to partner with the successful Proposer to undertake any necessary capital improvements to the Tacoma Dome parking lots, subject to the City, State and Federal requirements for PW&I projects.

Provide a detailed description of any capital improvements the Proposer believes are necessary to successfully operate the parking lots and describe why these improvements are necessary. Indicate the anticipated cost and timing to implement such improvements.

Provide a description of any desired ongoing City funding of capital or major maintenance projects through the duration of the management agreement. Alternatively, if the Proposer does not require the City to invest capital funds in major maintenance or capital projects, describe how the Proposer plans to ensure all necessary maintenance and capital projects are undertaken for the long-term sustainability of the structural, systems, and other building components.

Provide a detailed description of what Capital investment the Proposer is willing to make and any accompanying terms and conditions.

Provide a detailed description of what Sponsorship partnership the Proposer is willing to make and any accompanying terms and conditions. See Exhibit H for Tacoma Dome Sponsor Advertising Opportunities.

#### **10.5 Reporting Capabilities – 10 points**

Outline financial reporting structure and present a sample of all standard reports, including but not limited to: event statements, monthly statements, annual statements.

#### **10.6 Sustainability – 5 points**

Provide information on your company’s commitment to the environment. Include your sustainability statement and current practices. For more information, see our [Respondents Guide](#).

A. Does the Respondent have an organizational sustainability plan and/or policy?

Yes  No

Provide additional information if checked "Yes," including whether it is made publicly available (provide link) and how it is communicated to employees.

B. Does the Respondent have:

- Greenhouse gas emission reduction targets?  Yes  No

- Energy and water conservation targets? [ ] Yes [ ] No
- Waste reduction targets? [ ] Yes [ ] No
- Toxics use reduction targets? [ ] Yes [ ] No
- Pollution reduction targets? [ ] Yes [ ] No
- Measure progress regularly and publicly? [ ] Yes [ ] No

C. How will the Respondent, through service delivery and/or their own operations during the contract period:

- Minimize greenhouse gas emissions?
- Minimize polluted stormwater runoff in Tacoma?
- Minimize waste generation?
- Minimize toxic use and/or generation?
- Minimize air pollution in Tacoma?
- Minimize resource extraction?

D. Demonstrate industry leadership across these areas? Is the Respondent an EnviroStars recognized business? Provide any relevant certifications and/or verified results.

**10.7 Equity in Contracting – 5 points**

Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories. Confirmation of any of the below certifications will result in all points for this category.

- Combination Business Enterprise (CBE)
- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Minority/Women Business Enterprise (MWBE)
- Small Business Enterprise (SBE)
- Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- Women Business Enterprise (WBE)

**10.8 Credit Card Acceptance – 0 points**

Provide a statement regarding your ability to meet the City’s credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). See the Standard Terms and Conditions for more information. This information is not a consideration in the evaluation process.

**10.9 Contract Exceptions – 0 points**

This RFP and the City of Tacoma’s standard Terms & Conditions which contain certain minimum requirements will become part of a new agreement to be negotiated. The selected Request for Proposal Specification No. **PF24-0089F**  
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Proposer will be required to enter into an agreement and will be required to meet and provide specified insurance requirements, including provision of certificates of coverage and endorsements. The City's current Terms & Conditions are included by link in section 16 of this RFP. The City's insurance requirements are attached to this RFP as EXHIBIT B.

Proposers shall disclose whether they are unable to meet any of the specified requirements, and what if anything the Proposer would modify in the agreement structure and reasons for such modification as well as any changes in the proposal that may result if such modification is denied.

The Respondent is specifically notified that exceptions to the City's Standard Terms and Conditions or insurance requirements may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

## **11. INTERVIEWS / ORAL PRESENTATIONS**

An invitation to interview may be extended to certain Respondents based on SAC review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine additional scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days notice.

If interviews are conducted, the SAC will schedule the interviews with the contact person provided in the SOQs. Additional interview information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

Following interviews, submittals will be rescored using the same criteria as in Section 10 above.

## **12. RESPONSIVENESS**

Respondents agree their submittal is valid until a contract(s) has been executed.

The City may, in its sole discretion reject any and all submittals for any reason. The City may reject incomplete submittals or those lacking adequate information to allow effective evaluation of the submittal.

The Respondent is specifically notified that exceptions to the City's Standard Terms and Conditions or insurance requirements as requested in response to section 10.10 may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

The final selection, if any, will be that submittal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFP.

### **13. ACCEPTANCE / REJECTION OF SUBMITTALS**

Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a Submittal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of this submittal.

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

### **14. ACCEPTANCE OF SUBMITTAL CONTENTS**

The Submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

### **15. CONTRACT OBLIGATION**

The selected Respondent(s) will be expected to execute a contract with the City. As part of the negotiation process, Respondents may propose amendments to the contract, but the City, at its sole option, will decide whether to open discussion on each proposed amendment and determine the final contract to be used. At a minimum, any contract will incorporate the terms and conditions contained herein. The Submittal contents of the successful Respondent may become contractual obligations if a contract ensues.

### **16. STANDARD TERMS AND CONDITIONS**

City of Tacoma [Standard Terms and Conditions](#) apply.

### **17. INSURANCE REQUIREMENTS**

Successful proposer will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements document applicable to the services, products, and deliverables provided under the RFP. The City of Tacoma Insurance Requirements document is fully incorporated into the RFP by reference.

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Specification No. **PF24-0089F**



Please see Appendix B.

## 18. PREVAILING WAGE INFORMATION

If this project requires prevailing wages under chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

A copy of the applicable prevailing wage rates and Benefit Code Key are also available for viewing at the City of Tacoma Purchasing Division office, located at 3628 S 35th Street, Tacoma, WA.

Contractor shall comply with Washington law regarding prevailing wages. Contractor shall pay and require any contractors and subcontractors to pay prevailing wages in accordance with the provisions of 39.12 RCW, as amended, relating to prevailing wages and fringe benefits. These rules apply to any contractor doing business with the City, including owner/operators.

Work conducted within Tacoma city limits. State of Washington prevailing wages or City of Tacoma minimum wage rates, whichever are higher, must be paid. If City of Tacoma minimum wage rates are higher than state of Washington prevailing wage rates, City of Tacoma rates must be paid.

A Statement of Intent to Pay Prevailing Wages must be filed with the Washington Department of Labor & Industries upon award of contract. Affidavits of Wages Paid must be filed with the Washington Department of Labor & Industries upon job completion. Payments will not be made by the City until certification of these filings are received.

Additional information regarding these requirements can be obtained by contacting the Department of Labor & Industries, Prevailing Wage at 360-902-5335 or visiting their website at <http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp>.

Request for Proposal  
Template Revised: 5/28/2024

Specification No. **PF24-0089F**

## **19. PAID LEAVE**

Effective February 1, 2016, the City of Tacoma requires all employers to provide Paid Leave and Minimum Wage, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit <http://www.cityoftacoma.org/employmentstandards>.

## **20. PARTNERSHIPS**

The City will allow firms to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

## **21. COMMITMENT OF FIRM KEY PERSONNEL**

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

## **22. AWARD**

After the Respondent is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval by the City Council.

## **23. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Durability, reusability, or refillable;
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts;
- Toxicity of products used;
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content;
- Energy and water resource efficiency;

## **24. PROPRIETARY OR CONFIDENTIAL INFORMATION**

The Washington State Public Disclosure Act ([RCW 42.56 et seq.](#)) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this RFP shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

## **25. LEAP REQUIREMENTS**

This project has no LEAP requirements; however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the LEAP Office for assistance in locating qualified employees. Visit the LEAP website for more information.

## **26. EQUITY IN CONTRACTING**

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

## **27. ADDENDUMS**

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted alongside specifications at [www.tacomapurchasing.org](http://www.tacomapurchasing.org). Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

**APPENDIX A**

Signature Page

**SIGNATURE PAGE**

**CITY OF TACOMA  
Tacoma Venue & Events**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Proposals page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

**REQUEST FOR PROPOSALS SPECIFICATION NO. PT24-0089F  
Operation Services for Tacoma Dome’s Parking Facilities**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

**Non-Collusion Declaration**

*The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).*

\_\_\_\_\_  
Bidder/Proposer’s Registered Name

\_\_\_\_\_  
Signature of Person Authorized to Enter      Date  
into Contracts for Bidder/Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

\_\_\_\_\_  
State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number

\_\_\_\_\_  
E.I.No. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

\_\_\_\_\_  
State Contractor’s License Number  
(See Ch. 18.27, R.C.W.)

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

**APPENDIX B**

Sample of Contract

City of Tacoma Insurance Requirements

## SERVICES CONTRACT

Click here for the [Contract Questionnaire Popup Quick Reference](#)

Start Questionnaire

Finalize Document

THIS CONTRACT, made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (EFFECTIVE DATE) by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **[INSERT legal name of Supplier exactly as it appears in Ariba]**, (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

### 1. Scope of Services/Work

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

### 2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit(s) \_\_\_\_\_, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit \_\_\_\_, Exhibit \_\_\_\_\_. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

### 3. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

### 4. On Call Contracts

If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work, are subject to Section 9, and cannot augment any other work that the CONTRACTOR is doing for the CITY on another Contract. Actual compensation will depend upon the actual purchases made by the City during the life of this Contract and will be paid at the rates set in Exhibit A

### 5. Term

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

## **6. Renewals**

At CITY's sole option, the Term of this Contract may be renewed for additional [INSERT THE RENEWAL PERIOD - 1 YEAR, ETC] periods, not to exceed [INSERT THE MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

## **7. Delay**

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

## **8. Compensation**

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

## **9. Not to Exceed Amount**

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

## **10. Payment**

CONTRACTOR shall submit XXXXXXXX {monthly, weekly, annual, Contract milestone, etc.} invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.



Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

### **11. Payment Method**

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

### **12. Independent Contractor Status**

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

### **13. Services Warranty**

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs

within one year from \_\_\_\_\_ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

#### **14. Reliance on CITY Provided Data or Information**

If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

#### **15. Contract Administration**

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

#### **16. Specific Personnel**

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

#### **17. Right to Audit**

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection

audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

### 18. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of \_\_\_\_\_ [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service. CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

### 19. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY: Name: Title: Address: Telephone No.: E-mail:	CONTRACTOR: Name: Title: Address: Telephone No.: E-mail:
---	---

### 20. Termination

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR.

In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **21. Suspension**

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **22. Taxes**

Unless stated otherwise in Exhibit A, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

## **23. Licenses and Permits**

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

## **24. Indemnification**

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject

matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

CONTRACTOR hereby warrants and represents CONTRACTOR is owner of any products, solutions or deliverables provided and licensed under this Contract or otherwise has the right to grant to CITY the licensed rights under this Contract, without violating the rights of any third party worldwide. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and its employees, officers, directors, contractors, agents and volunteers from any claim or action against CITY which is based on a claim against CITY for infringement of a patent, copyright, trademark, or other propriety right or appropriation of a trade secret.

## **25. Title 51 Waiver**

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

## **26. Insurance**

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

## **27. Nondiscrimination**

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the

presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

## **28. Conflict of Interest**

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

## **29. City ownership of Work/Rights in Data and Publications**

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this subsection. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

## **30. Public Disclosure**

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for

such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

### **31. Confidential or Proprietary Records Must be Marked**

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

### **32. Duty of Confidentiality**

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 ("Rules") to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR

performs activities under the Contract, a "Service Provider." "Service Provider" will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific "Red Flag" incidents detected as to "Covered Accounts" of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported "Red Flags." This Section shall survive for six (6) years after the termination or expiration of this Contract.

### **33. Approval for Release of Information Related to Contract**

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

### **34. Dispute Resolution**

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

### **35. Miscellaneous Provisions**

#### **Governing Law and Venue**

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

#### **Assignment**

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

#### **No Third Party Beneficiaries**

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.



### **Waiver**

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

### **Severability and Survival**

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

### **Entire Agreement**

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

### **Modification**

No modification or amendment of this Agreement shall be effective unless set forth in a written and executed Amendment to this Contract.

### **Direct Solicitation and Negotiation**

For service contracts valued \$25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:  
By:

CONTRACTOR:  
By:

(City of Tacoma use only - blank lines are intentional)

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Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

## 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

## 2. SUBCONTRACTORS



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

#### 3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

#### 3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

#### 3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

#### 3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

#### 3.6 Employee Theft Insurance

Contractor shall maintain Employee Theft or Employee Dishonesty Insurance policy with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Such policy shall include the City of Tacoma as Loss Payee.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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## 3.7 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

## **APPENDIX C**

Technical Specification of Scope of Work

Existing Tacoma Dome Parking Lot Layout

Planned Tacoma Dome Parking Lot Layout

2023 Tacoma Dome Parking Operations Staffing Hours Report

Tacoma Dome Event Schedule with Total Vehicles Parked

Tacoma Dome Advertising Opportunities

## **Technical Specifications of Scope of Work**

### **1. General Scope of Work**

Under the direction of the Tacoma Venues and Events (TVE) Department, the operating company will have the exclusive responsibility for delivery of event parking services and the overall operation of the Tacoma Dome guest parking facilities.

The operating company will develop the appropriate staffing plans, operating procedures, and other portions of the policies and procedures necessary to operate these parking assets in an efficient and cost-effective manner. A thorough working knowledge of the latest event and off-street parking technology and systems, including, but not limited to, monthly permit, validation programs, valet parking systems, and arena/stadium parking management practices is considered essential.

The operating company will be expected to document problems or opportunities for improvement, and make recommendations to TVE as to possible policy or operational changes. The operating company will send representatives to attend weekly, and all other relevant meetings deemed necessary by TVE as they occur, and should be prepared to gather statistical or demographical data, as well as, consult with TVE staff in any parking related endeavor. The operating company will make available, upon request by TVE, all financial documents, records, and correspondence.

The operating company will manage, staff, and operate the Tacoma Dome guest parking facilities. The duties also include the collecting, depositing, and accurately accounting for the proper parking revenues due to TVE; and performing other customer related tasks as necessary and as specified. In addition, the operating company shall provide timely response to system problems/failures, and ensure the highest level of functional operation, appearance and efficiency.

### **2. Parking Operating Company Responsibilities**

The operating company selected will be responsible for the management and operation of the Tacoma Dome's parking facilities and to provide services to the following extent or manner:

The contractor shall staff the operation in a manner that provides a high level of customer service.

#### **Contractor duties shall include, but not be limited to, the following items:**

- Collect money for event, daily and monthly parking.
- All parking income collected by the operating company shall be accounted for and deposited appropriately. Parking tickets, bank deposit slips and summary sheets shall be submitted to the TVE Finance Manager within 18 hours of receipt of verified deposited funds from the bank.
- Provide for the security and safety of the public and vehicles.
- Provide emergency assistance to the using public, as required (vehicle assistance, giving directions, etc.).
- Encourage safe driving practices for all customers.
- Personnel must present a professional appearance and be capable of dealing with the public in a pleasant manner and handling various situations as they arise (see below).



This factor cannot be over-emphasized, and failures to perform in this area may be grounds for contract termination.

- Provide exemplary level of customer service.
- Cooperate with TVE, City of Tacoma and security staff, and abide by all safety, security and other rules and regulations as may be established from time to time.
- Control access to the designated ADA accessible parking spaces to ensure they are used by vehicles with appropriate stickers, placards and/or license plate designations, and cause the removal of those vehicles which do not display appropriate designations.
- Monitor the rates charged by other parking systems and facilities within a 1/2-mile radius of the Tacoma Dome and conduct a formal survey of such rates not less frequently than biannually. Provide TVE a written summary of the results of each such survey promptly following its completion. Contractor shall provide recommendations for any changes in the rate structure and any supporting documentation desired by TVE. Contractor shall not make any changes to any rates without prior written permission from TVE.
- Install and maintain an efficient accounting system and maintain accurate and complete books and records covering all receipts and disbursements relating to the Tacoma Dome parking system. Inspect and audit both money handling and parking system operations on a regular basis and implement all best practices prevalent in the parking operation industry in a timely manner.
- Prepare, in a format approved by TVE and on a schedule determined by TVE, the following reports:
  - **Monthly Aged Received Report** with an explanation of the reason for each amount outstanding for 30 days or more and the collection effort undertaken to date by the Contractor regarding such amount;
  - **Daily Transaction Statement** (for the month) shall be provided to TVE Finance Manager on the 4<sup>th</sup> business day of the following month.
  - The **Monthly Schedule of Revenues and Expenses** (with Daily Revenues Statement along with all back up necessary to substantiate all expenses incurred in the operation) shall be provided to TVE Finance Manager no later than the 20<sup>th</sup> calendar day of the following month;
  - **Monthly Occupancy and Use Report** showing number of contract vehicles peak vehicle counts, over-sell calculations, etc.;
  - **Quarterly Reports**, including an explanation of any variances from the approved annual budget; and
  - Other reports as TVE may request.

### **3. Parking Operations Standards**

The operating company shall operate and manage the parking facilities according to such high standards as generally prevail in connection with the operation of a first-class parking operation of comparable size and location and in accordance with the following standards:

- The operating company shall operate the parking assets to render high quality, courteous service to the members of the general public consistent with industry best practices.
- The operating company shall employ a sufficient number of competent personnel for the proper operation of the parking facilities.
- The operating company shall use reasonable care to employ and retain employees who are qualified, competent and trustworthy.
- Personnel shall at all times be neat, clean in appearance (a proper uniform is required), and display name tags identifying the employee.

- The operating company shall ensure continuous safety and security inspections during the operating hours.
- The operating company shall at all times maintain a high standard for personnel and performance, consistent with good customer relations. The operating company shall control the conduct, demeanor and performance of its employees to ensure that good, efficient and courteous service shall be furnished all users of the parking facilities on a fair, equitable and non-discriminatory basis. Additionally, the operating company is specifically authorized to exercise such control as it deems reasonably necessary for the orderly, safe, sanitary and secure use thereof, and to prevent or discourage disturbances, illegal acts and violations of laws, regulations, ordinances and rules of the City of Tacoma and TVE.
- Maintenance, which the operating company shall be required to perform, shall include, but not be limited to, the following:
  - Notify TVE at once of equipment repairs or replacement required.
  - Keep premises free from all fire and other hazards to persons and property.
- The operating company shall hire an appropriate number of employees to provide the level of service desired by the City as outlined in this “Request for Proposals”.

#### **4. Parking Lot Capacities**

All capacities are approximate and subject to change, see included schematic drawing of the Tacoma Dome’s parking lot configurations. Future parking lot use will be implemented when a security fencing is installed around the perimeter of the Dome.

##### Current Parking Lot use

A Lot: 510 spaces  
 C Lot: 110 spaces  
 D Lot: 40 spaces  
 E Lot: 30 spaces (ADA Accessible)  
 Broatman St: 30 spaces (street parking – public + overflow disabled)  
 F Lot: 210 spaces (70 VIP, 140 public)  
 G Lot: 594 spaces  
 H Lot: 20 spaces (Staff and production)  
 I Lot: 23 spaces (Staff parking)  
 J Lot: 144 spaces (120 Staff + 24 VIP parking)  
 K Lot: 18 spaces (ADA Accessible)  
 M Lot: 90 spaces (production)

##### Potential future parking lot use

A Lot: 510 spaces  
 C Lot: 110 spaces  
 D Lot: 40 spaces (ADA Accessible)  
 F Lot: 210 spaces (70 VIP, 140 employee)  
 G Lot: 594 spaces  
 H Lot: 20 spaces (Staff and production)  
 I Lot: 23 spaces (Premium and VIP parking)  
 J Lot: 144 spaces (Premium parking)

K Lot: 10 spaces (ADA Accessible)

M Lot: 90 spaces (production)

## **5. Event Expectations**

2023 Event and attendance projections attached. The annual event schedule and number of events are subject to change and do not represent guaranteed event activity levels.

## **6. Services to be Provided**

The City will contract with the successful Proposer for the below listed classifications of services.

- **Parking Service Attendants**

All personnel will have a distinct uniform and be responsible to provide guests, employees, clients, and entertainers, with the highest levels of customer service.

Typical duties to be performed may include, but are not limited to, the following:

- **Lot Entrance Control:** Operate and enforce a system of ingress and egress from the parking lot, as well as provide directional service in the parking lot.
- **Roving Patrol:** Monitor security, fire and safety patrols as directed.
- **Rules & Regulations:** Observe for compliance to Company rule and regulations.
- **Lost & Found:** Perform procedures for lost and found articles if needed.
- **Unauthorized Access:** Discover and detain persons attempting to gain unauthorized access to the property.
- **Reports & Records:** Prepare and submit required reports on accidents, unusual incidents, and unlawful acts.
- **Emergencies:** Respond to emergency situations as required by established procedures.
- **Safety:** Observe and report safety hazards as required by established procedures.

- **Parking Service Cashiers**

Typical duties to be performed may include, but are not limited to, the following:

- **Collect payment:** Collect credit card / cash payments and make change if needed.
- **Same duties as Parking Service Attendants**

- **Parking Service Supervisor / Manager**

Typical duties to be performed may include, but are not limited to, the following:

- **Same duties as Parking Service Attendants and Cashiers** if needed.
- **Supervision:** Supervise parking lot staff; work with outside entities with traffic control and plan (Tacoma Police, Lemay Museum, other Dome neighboring businesses)
- **Reports & Records:** Prepare and report weekly financial reports for TVE.
- **Meetings:** Attend weekly production meeting and other meetings requested by TVE

## **7. Performance Bond**

The contractor will provide a Performance Bond in a form acceptable to the City in an amount of \$50,000 to assure performance under this proposed contract.

Said Performance Bond shall be conditioned upon contractor's faithful performance and upon payment of monies due or obligations owing to the City and to all employees of contractor.

#### **8. Permits, Licenses, and Taxes**

All requirements of City, State, and Federal regulations pertinent to the conduct of business in Tacoma, Washington shall be complied with, including business licenses, security licenses, etc. The selected contractor shall, at its own expense, procure and keep in force during the entire period of the contract, all permits, and licenses required by all such laws and regulations. All City, State and Federal taxes shall be the sole responsibility of the contractor.

#### **9. Wages**

The contractor must agree to pay at least Federal or State minimum wage rates, whichever is required by law, to those under its employ. The contractor shall agree to pay promptly when due all wages accruing to its employees.

#### **10. Independent Contractor**

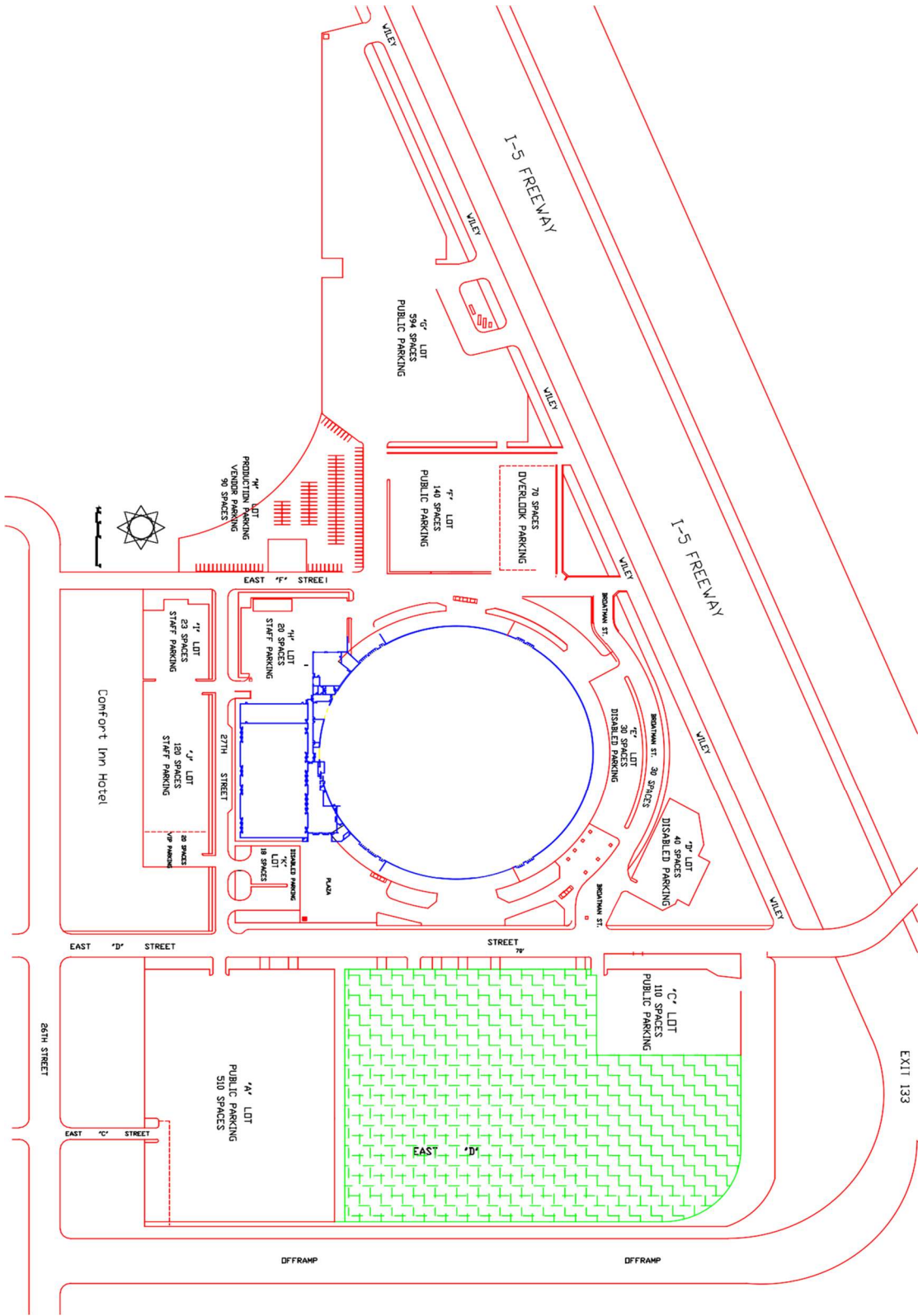
The selected Proposer shall be an independent contractor for the provision of services required hereby and shall not be an agent of the City of Tacoma.

#### **11. Proposer Costs and Responsibilities**

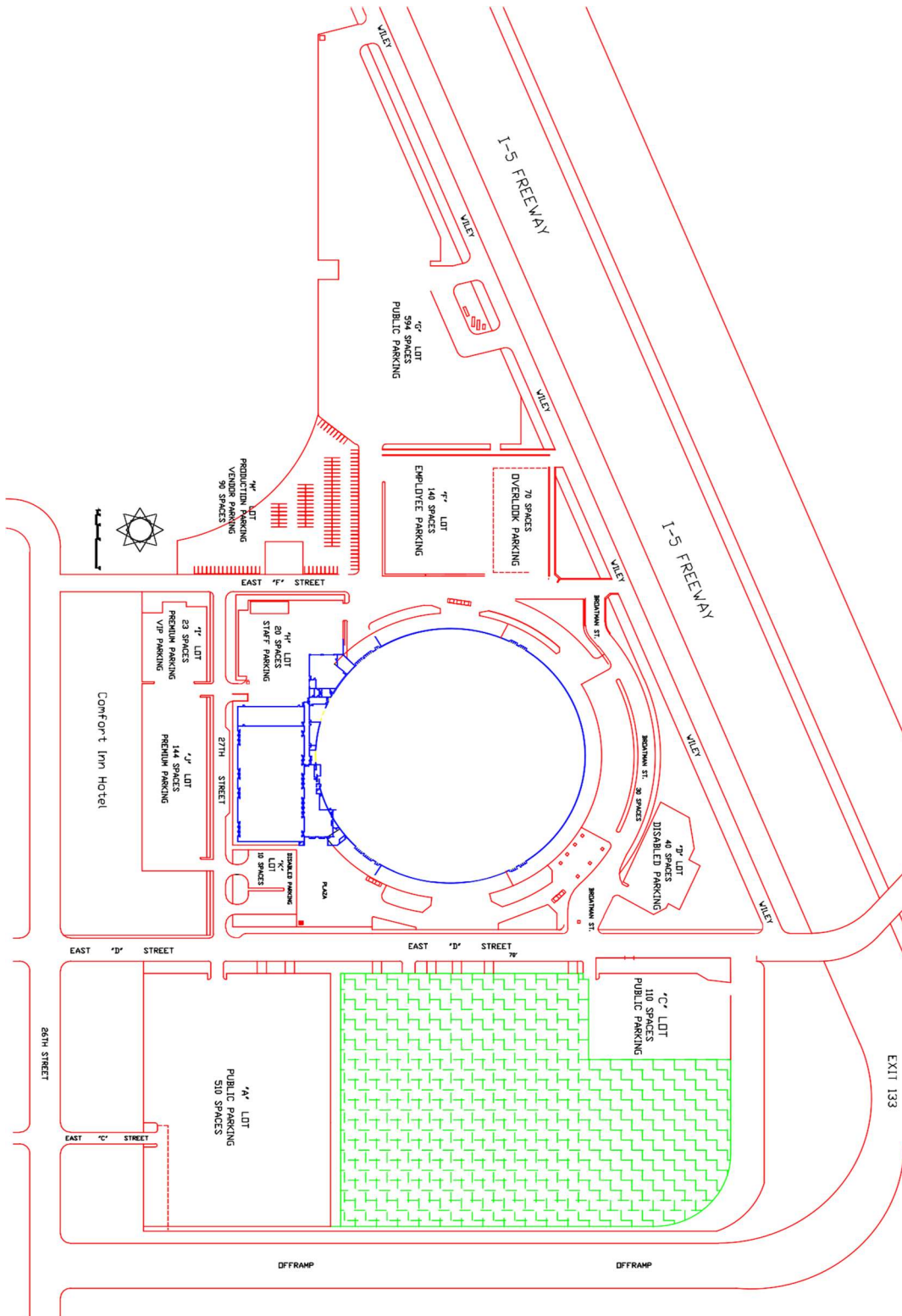
Proposer must provide, at its own expense, all equipment and supplies necessary to allow the highest level of performance by its personnel in the performance of all duties outlined herein. At a minimum, Proposer(s) shall provide the following:

- Distinctive uniforms must be furnished and worn by all personnel. In addition, waterproof and safety-reflective clothing for all outside personnel must be provided. All such uniforms may be similar in design but must be different in color as to each type of personnel furnished. All uniforms MUST be approved in advance by the TVE Director, TVE Deputy Directors and the Security Manager, This approval includes appropriate logo designations. All uniforms must be always maintained in a clean and professional manner and must be replaced by proposer(s) when quality appearance cannot be obtained due to wear and tear. All uniforms must have an approved Tacoma Dome logo.
- Lights, flashlights, hand-held radios, and all other signaling and communication equipment shall be provided by the Proposer and must have the capability of communicating with the facility staff, on-site security, police, and fire personnel. Proposer must demonstrate sufficient communication ability to insure performance during peak-event and emergency situations. All such equipment must be approved by the Tacoma Dome Director.
- Other equipment and supplies necessary to conduct the duties and responsibilities outlined herein to include, but not limited to, office equipment, duplicating machine, telephone services, office supplies and cash handling security, and storage.

# Existing Tacoma Dome Parking Lot Layout



# Planned Tacoma Dome Parking Lot Layout



## 2023 Tacoma Dome Parking Operations Staffing Hours Report

2023 Staffing Hours & Gross Revenue by Month								
Month	Events	Mgr Hrs*	Vault Mgr Hrs**	Attendant Hrs	Total Hours	Gross Revenue ***	Total Labor Cost	
January		140.46	49.76	199.2	389.42	\$ 97,937.44	\$ 10,840.61	
February		126.13	75.65	331.92	533.70	\$ 133,594.75	\$ 12,928.56	
March		138.87	99.32	301.47	539.66	\$ 142,982.77	\$ 3,417.80	
April		108.82	77.12	176.94	362.88	\$ 106,446.69	\$ 9,068.57	
May		84.96	42.69	92.38	220.03	\$ 5,997.28	\$ 5,318.03	
June		214.12	183.58	579.55	977.25	\$ 181,814.14	\$ 24,718.33	
July		88.47	50.64	195.19	334.3	\$ 40,498.67	\$ 8,532.88	
August		71.45	0	40.95	112.4	\$ -	\$ 2,931.26	
September		68.56	59.21	39.22	166.99	\$ 25,689.03	\$ 4,238.45	
October		147.15	89.28	189.07	425.5	\$ 201,082.01	\$ 10,676.99	
November		124.82	150.01	282.18	557.01	\$ 46,645.51	\$ 13,937.70	
December		132.87	94.68	157.8	385.35	\$ 41,151.14	\$ 9,881.62	
<b>Total</b>	\$ -	\$ 1,446.68	\$ 971.94	\$ 2,585.87	\$ 5,004.49	\$ 1,023,839.43	\$ 116,490.80	

\* "Mgr Hrs" represents weekly billing for administrative functions of parking management.  
 \*\* "Vault Mgr Hrs" represents event billing for cash management throughout event, reconciliation, and banking functions  
 \*\*\* "Gross Revenue" represents total revenue, less taxes.

## 2023 Tacoma Dome Event Schedule with Total Vehicles Parked

2023 Count, Attendance & Vehicle Ranges by Event Type			
Event Type	Number	Attendance Range	Vehicle Range
Concerts	14		510 - 2,281
Graduations	27		442 - 2,499
Consumer Shows	8		1,327 - 2038 *
Sports	4		904 - 1,804
City & Community Events	8		Not tracked **
LeMay Events	2		127 - 816
	63		
* Consumer shows like RV Shows, Home & Garden Shows were parking buyouts so no there were no counts done.			
**City & Community Events: These events were free parking events so there were no counts done Includes City breakfast, Veteran's Fair, T-Town & Public Works Luncheon			

2023 Event Days & Total Vehicle Count			
<u># of Event Days</u>			<u>Number of Vehicles</u>
78			56,632



## Tacoma Dome Advertising Opportunities

### Tacoma Dome Advertising & Premium Seating Opportunities

The Tacoma Dome attracts a wide range of demographics providing partners with high visibility opportunities to reach thousands of fans. Our strategically placed signage offers interaction at memorable experiences, capturing the attention of audiences reaching more than 500,000 guests per year.

If interested in advertising at the Tacoma Dome as part of your proposal, please select from the following sponsorships:

- In-Arena Sign various sizes- \$10,000 investment/year
- Concourse Backlit Sign various sizes - \$5,000 investment/year
- Scrolling Logo on fourteen (14) digital concourse monitors - \$2,500 investment/year
- Concourse Wall Mural Measuring 72”h x 160”w - \$8,000 investment/year

*All prices include production and installation costs. Tacoma Dome will provide signage specifications for partner to design signage.*

There's more than signage and physical presence. The Tacoma Dome can also elevate your brand through digital channels:

- Logo on Tacoma Dome website preferred partner page and scrolling web banner - \$1,500 investment/year

Entertain clients or reward employees in our all-inclusive Overlook Club. Package comes with parking, private entrance, tickets, food and soft drinks and seats in the club.

- Two (2) Overlook tickets for all major ticketed events (approximately 10-15). For events with multiple performances, a minimum of one (1) performance is included and chosen by Tacoma Dome. - \$8,200 investment/year.

We also offer highly customizable packages connecting your brand with the community and aligning with your goals. To discuss further, contact Adam Gesacion [agesacion@tacomavenues.org](mailto:agesacion@tacomavenues.org).