



**Spokane International Airport**  
**Request for Proposals (RFP)**

for

**Landside Snow Removal Services**

<b>Pre-Proposal Meeting</b>		
There is no Pre-Proposal meeting or call scheduled. This RFP is intended to be complete		
<b>Contact Person for Questions</b>		
Questions should be directed only to:  Jeff Collins Manager, Parking & Ground Transportation	Telephone number: 509-455-6464  Email address: <a href="mailto:jeffc@spokaneairports.net">jeffc@spokaneairports.net</a>	
<b>Deadline for Submission of Questions</b>		
Questions must be submitted to the individual named above no later than:  06/08/2017 @ 4 PM (PST)		
<b>Proposal Submission Place and Deadline</b>		
Submit one original and five copies of the written Proposal in a sealed envelope clearly marked "Landside Snow Removal Services".  Deliver to: Spokane International Airport 9000 W. Airport Drive, Room 204 Spokane, WA 99224 Attn: Jeff Collins	Date: 06/20/2017	Time: 10:00 AM (Pacific Time)



**Spokane International Airport**  
**Request for Proposals (RFP)**

for

**Landside Snow Removal Services Parking Lots & Ground  
Transportation & Common Use Roadways**

The Spokane Airport Board (hereinafter the “Airport”) is soliciting Proposals from qualified professional firms (hereinafter “Proposers”) to provide Landside Snow Removal Services for Airport surface parking lots, Rental Car Ready/Return Area (hereinafter “RAC”) and Common Use Roadways at the Quick Turn Around Facility (hereinafter “QTA”) and at other specified locations at Spokane International Airport, (hereinafter “SIA”).

**Background Information**

The Airport owns and operates on site public parking facilities at SIA. The parking facilities consist of two garages, three surface lots, two employee lots and three meter lots. These surface lots account for over 1.6 million square feet of asphalt.

The RAC/QTA is occupied by six rental car agencies operate eight rental car brands at SIA. The agencies operate on Airport property although most have other locations in the region.

The first snowfall of winter for SIA usually arrives in November. Occasionally October may get a dusting of fresh snow. The season’s last snowfall most often happens in March.

Normal snowfall for SIA from October to March is 43.8”. SIA in the winter of 2016-2017 received 61” of snowfall. For SIA snow mostly accumulates during December through February.

**Schedule**

The following is the schedule for this RFP process (which is subject to change):

<b>Date</b>	<b>Description</b>
06/02/2017	Issuance & Advertisement of RFP
06/08/2017 @ 4 PM (PST)	Deadline for Submission of Questions
06/13/2017	Deadline for Airport’s Posting of addenda/questions
06/20/2017 @ 10 AM (PST)	Proposal Submission Deadline (Due Date)



06/21/2017	Review of Proposals by internal panel
06/29/2017	Notify Finalist
TBD	Presentations or Interviews, if necessary
07/12/2017	Board Committee recommendation
07/20/2017	Airport Board Action at the July Board Meeting
ASAP	Successful Proposer Execution of Contract
Upon Return	Airport Execution of Contract
October 2017	Commencement of Services Under the Contract

**Term of Contract**

The Airport requires Proposers to offer the services identified in this RFP for one year with the Airport’s option to renew annually for four (4) additional years. The Airport reserves the right, at its sole discretion, to terminate services or continue services from one period to another. For Proposer’s review, attached (Attachment D) is a DRAFT version of the Airport’s standard contract which will be utilized.

**Funding Source(s)**

The work to be performed will be funded with Airport General Funds.

**Scope of Work**

The Proposer selected based on this RFP process shall be expected to perform the following tasks:

1. For all areas, (hereinafter “Premises”), designated for snow removal, Airport Staff (hereinafter “Parking & Ground Transportation Personnel”) shall notify the Proposer when Snow Removal Services are required.
2. Proposers are required to ensure all of Proposer’s foreman have communication to be able to communicate with Parking & Ground Transportation Personnel at all times. Proposer is required to specify type of communication equipment that will be utilized during this contract.
3. It is understood the Proposer shall be on call on a twenty-four (24) hour basis and the Parking & Ground Transportation Personnel shall determine when snow removal services are required. The Proposer must be on the Premises and providing said services no later than forty-five (45) minutes from being notified by Parking & Ground Transportation Personnel. Failure to be on the Premises within the designated time period shall result in liquidated damages being assessed against the Proposer. Said liquidated damages shall be



assessed for every thirty (30) minute period the Proposer is not on the Premises after the forty-five (45) minutes have lapsed. The Airport shall deduct two (2) hours of service for each thirty (30) minute period that the Proposer is not on the Premises. The hourly rate of liquidated damages shall be the average of the composite hourly rates submitted by Proposer.

4. **Location:** The Premises for snow removal (as identified on Attachment B) include the following areas:

- ❖ Airport Surface Parking Lots
  - Entrance and Exits
  - C Concourse Lot
  - Outside Parking Lot
  - Economy Parking Lot
  
- ❖ Garage Parking
  - Entrance and Exits
  - Helix
  - Other Common Use Roadways
  
- ❖ Employee Parking Lots
  - Entrance and Exits
  - Flint Lot
  - McFarlane Lot
  
- ❖ RAC/QTA
  - Entrance and Exits
  - Parking Stalls Upon Relocation of Rental Cars
  - Common Use Roadways
  
- ❖ Other/Miscellaneous
  - Irv Reed Event Center Parking Lot
  - Hourly Lot and Taxi Queuing
  - Other Common Use Roadways (as assigned)

5. **Snow Storage Area:** Proposer shall be responsible for stacking and removing snow from Premises as it is plowed and shall utilize areas designated by the Airport as identified on Attachment B.

- The location of the snow staging area are subject to change by the Airport at any time. A Parking & Ground Transportation Personnel will notify the proposer of any changes to the snow storage area.



- Proposer is required, at all times, to maintain a minimum ten (10) foot separation between the Airport's Security Fence and equipment placement and stacking of snow.
6. **Equipment List:** The Proposer shall have the following items staged at the SIA between October 15<sup>th</sup> and April 15<sup>th</sup> (each calendar year).
- Four (4) Front End Loaders for moving, stacking and loading snow
  - Five (5) Plow Trucks with 10' or 12' plow
  - Two (2) Full Size 15 Yard Dump trucks for hauling snow
  - Laborers (Snow Blowers/Brooms/Shovels)
- ❖ All vehicles must have operating yellow beacon lights
7. **Staffing:**
- 3-10 Laborers (Snow Blowers/Brooms/Shovels) upon request by Parking & Ground Transportation Personnel.

<b>Evaluation Criteria</b>
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The Airport will evaluate Proposals received based on the following evaluation criteria and will score Proposals up to the maximum number of points as noted for each evaluation criterion.

The Proposer must include in its Proposal the information noted in the evaluation criteria and must demonstrate how the firm meets the evaluation criteria.

<b>Evaluation Criteria</b>	<b>Weighting (Maximum Points)</b>
1) <b><u>Proposal Information Form:</u></b> The Proposal Information Form, included in Attachment A to this RFP, must be completed, submitted, and signed as part of your Proposal. You must include the name and contact information of the individual in your firm that the Airport should contact regarding questions about your Proposal and scheduling a potential interview. The contact information should include the following: name of individual, title (Mr., Ms., etc.), firm name, address (city, state, zip code), telephone number, e-mail address.	<u>5</u>
2) <b><u>Cover Letter:</u></b> A cover letter expressing interest, addressing, at a minimum, the following.	<u>10</u>
a) <b><u>Executive Summary:</u></b> A high level, executive summary of your firm's relevant qualifications and experiences, as well as the	



<p>relevant experiences of key staff proposed for this project in performing similar services.</p> <p>b) <u>Firm Size and Workload:</u> Outline the size of your firm and discuss your capability to manage a project of this size and scope within the identified time frame, relative to your current workload.</p> <p>c) <u>Finances:</u> Discuss your firm's financial and organizational stability.</p> <p>The cover letter must be signed in ink by an authorized representative of the Proposer who is authorized to execute contractual agreements and/or commitments on behalf of the Proposer.</p>	
<p>3) <u>Relevant Experience of the Firm:</u> Demonstrated expertise and experience in Snow Removal Services. Include in the discussion the following items:</p> <p>a) Demonstrate a minimum of 5 years of verifiable experience in providing such services. Specifically note services provided for airports and the sizes of those airports for which the services were provided.</p> <p>b) Show demonstrated expertise and relevant experience of staff members and / or subcontractors contributing to work.</p>	<u>45</u>
<p>4) <u>References:</u> At least three references from previous clients for similar work completed by your firm. Cited references should include project name, reference name, title, project role, and current contact telephone number. Refer to the Reference Checks section of this RFP for information about how reference checks will be used in the evaluation process.</p> <p>a) Include in your references work done for other Airports or Airport Authorities, briefly describing the scope and timing of the engagement.</p>	<u>20</u>
<p>5) <u>Proposed Cost:</u></p> <p>a) Include hourly bill rate(s) for requested services as outlined in the Scope of Work under Equipment List, see Attachment C.</p>	<u>15</u>
<p>6) <u>Organization of Submission Requirements:</u></p> <p>a) Indexed and tabbed</p> <p>b) Criteria in order</p> <p>c) Complete and concise</p> <p>d) Hold pages to maximum number</p>	<u>5</u>
<b>Total Points</b>	<b>100</b>



## Interviews

Proposers may be required to participate in an interview with and/or make a presentation to the selection committee and/or other Airport personnel with the date and time to be determined. In the event of interviews, the Airport will establish evaluation criteria and weighting for each criterion that will be added to the scores received for the written Proposals as part of making a final selection decision.

## Submission Requirements

**Pre-Proposal Meeting:** At the time of publication of this RFP, there is no Pre-Proposal meeting or conference call desired or scheduled. It is the intent of the Airport this RFP, other published information and the question and answer time period is sufficient for Proposers to be able to present a Proposal.

**Proposal Submission Deadline:** One unbound original and five (5) bound copies of the Proposal responding to the information requested in the Evaluation Criteria section of this RFP must be received by the Airport no later than the deadline noted on page 1 of this RFP. Proposals must be delivered to the address indicated on page 1 of this RFP.

**Late Proposals:** Proposals will not be accepted by the Airport after the date and time specified on page 1 of this RFP. In the event that a Proposal is delivered after the Proposal submission deadline, the Proposal will not be accepted or considered and will be returned to the Proposer unopened. The Airport will not be liable for delays in delivery of Proposals due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Proposals may be delivered in person or by a delivery service. No verbal, Fax, electronic (e.g. e-mail), telegraphic or telephonic Proposals will be accepted. Proposers are responsible for ensuring that the Airport receives the Proposal at the designated location by the deadline stated on page 1 of this RFP.

### **Submission Requirements:**

- Proposals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer and should be marked with the name of this RFP as indicated on page 1 of the RFP.
- The bound Proposals should be in an 8 1/2" by 11" format, using a minimum 12-point type size.
- The Airport strongly encourages the use of recyclable materials in the submission of Proposals.
- Proposers are encouraged to "double side" the printing of their Proposals; however, for the purposes of any page limitations of the Proposal outlined in the



RFP, one side of a printed page is considered one page. The Airport will not review or evaluate pages in a Proposal that are in excess of any RFP page number limitation for a specific section of the Proposal.

**Organization of Proposals:** Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposals must include an index, be clearly separated with tabs, (tabs are not considered as a page for the purpose of any page limitations) labeled by response to specific evaluation criteria, and addressed in the same order as included in the RFP. Proposals should be prepared as simply as possible and provide a straight-forward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. To this end, complete and concise Proposals should not exceed twenty (20) pages.

**Clear and Responsive Proposals:** The Airport has made every effort to include enough information within this RFP for a firm to prepare a responsive Proposal. Proposers are encouraged to submit the most comprehensive and competitive information possible. Proposals that do not respond completely or sufficiently to the evaluation criteria in this RFP may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the Proposal not scoring high enough to be considered further.

**Questions About RFP:** Questions regarding this RFP should be addressed solely to the individual identified on page 1 of this RFP. Questions must be submitted in writing prior to the deadline indicated on page 1 of this RFP. It will be the sole responsibility of Proposers to ensure questions are submitted in a timely manner. Answers to questions, other clarifications and/or addendums will be posted on the Airport's website as addenda per the schedule on pages 1 and 4 of this RFP. The Airport may determine that a Proposal is non-responsive if the Proposer has had contact with any other representative of the Airport.

**Addenda:** Verbal communications and emails from the Airport, its staff, agents, Airport members, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Airport and shall in no way modify any provision of the RFP. Only formally issued addenda shall modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address:

<http://business.spokaneairports.net/rfp/>

Proposers are responsible for checking the website prior to submission of Proposals for any addenda. If you are unable to download the addenda, you may contact the individual noted on page 1 of this RFP. Receipt of addenda must be acknowledged by Proposers on the Proposal Information Form that must be submitted with the Proposal.





## Selection Process

**Selection Process:** The Proposals will be reviewed by an evaluation committee and the highest rated firms may be invited to an interview. The selected firm will be invited to enter into negotiations with the Airport. If the Airport and the selected firm cannot agree on terms that are fair and reasonable, the Airport may terminate negotiations and enter into negotiations with the next highest rated firm.

**Rights Reserved:** The Airport reserves the following rights:

1. To waive as an informality any irregularities in Proposals and/or to reject any or all Proposals.
2. To extend the date for submittal of responses.
3. To request additional information and data from any or all Proposers.
4. To supplement, amend, or otherwise modify the RFP through addenda issued.
5. To cancel this RFP with or without the substitution of another RFP.
6. To reissue the RFP.
7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the Proposals.
8. To not select the highest rated firm if the proposed price is more than the Airport's budget for the work.
9. To reject any Proposal in the event that the Airport's analysis of the Proposer's financial status and capacity indicates, in the Airport's judgment, that the firm is not able to successfully perform the work.
10. To cancel the RFP process in the event only one Proposal is received by the deadline.
11. To establish a revised deadline for submission of Proposals in the event only one Proposal is received by the deadline.

**Reference Checks:** The Airport reserves the right to conduct reference checks for firms submitting Proposals, either before or after Proposals have been evaluated, and/or after interviews have been held. In the event that information obtained from the reference checks reveals concerns about a firm's past performance or their ability to successfully perform the contract to be executed based on this RFP, the Airport may, at its sole discretion, select a different firm whose reference checks validate the ability of the firm to successfully perform the contract to be executed based on this RFP. In conducting reference checks, the Airport may include itself as a reference if the firm has performed work for the Airport, even if the firm did not identify the Airport as a reference, and may conduct reference checks with others not identified by the Proposer.



## **Protest and Appeal Procedures**

**Deadline for Protests and Appeals:** The following deadlines for filing protests and appeals based on this RFP shall apply:

1. First level (RFP): Any protest related to the requirements of this RFP must be received by the RFP Contact Person noted on page 1 no later than three (3) business days before the Proposal submittal deadline.
2. Second level (Award): Any protest related to the award of a contract based on this RFP or protest of a decision by the Airport to reject a Proposal must be received by the Airport's General Counsel within three (3) business days after notification to the protesting party that it was not awarded a contract or its Proposal was rejected.

### **Form and Manner of Filing:**

1. In Writing: All protests and appeals must be in writing, signed, and specify the reasons and facts upon which the protest or appeal is based. Failure to raise any reason or fact upon which the protest or appeal is based shall constitute a waiver and/or forfeiture of such reason or fact for protest or appeal.
2. File with the appropriate personnel noted in section "Deadline for Protests and Appeals". All protests and appeals must be filed with the Spokane International Airport, Attention: Contact Person noted on page 1 (first level) or General Counsel (second level), 9000 W. Airport Drive, Suite 204, Spokane, WA 99224.

### **Airport's Review of Protests and Appeals**

1. The Director of the Airport department publishing the RFP along with the Airport General Counsel shall review and investigate properly and timely filed protests and appeals. At the Airport's sole discretion, an informal hearing may be held with affected parties to gather additional information. The Department Director shall issue a written decision to the protestor, stating the reasons for the decision.
2. Appeal to Airport's Chief Executive Officer (CEO): Any further appeal of a formal decision by the Department Director must be received by the Airport's CEO within two (2) business days of receipt of such decision. Properly and timely filed appeals of the decisions of the Department Director shall be reviewed and investigated by the Airport CEO, who shall issue the Airport's final decision.



## **Failure to Meet Deadline**

1. Failure to meet any applicable deadline for a protest and appeal shall constitute a waiver of any and all rights to protest and appeal.

## **Administrative Requirements**

**Cost of the Proposal:** The Airport shall not, under any circumstances, be responsible for any costs or expenses associated with the Proposal submitted including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the Proposal or any other related information, data, documentation, and material. All costs and expenses incurred by the Proposer in connection with the Proposal submitted shall be the sole responsibility of (borne solely by) the Proposer.

## **Public Disclosure:**

1. **Property of Airport:** Proposals submitted to the Airport shall become the property of the Airport and shall not be returned to the Proposer.
2. **Proposals are Public Records:** Pursuant to Chapter 42.56 RCW, Proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, Proposals shall be considered public documents and available for review and copying by the public after an award of contract is made by the Airport Board.
3. **Public Records Exemption:** Any proprietary information included in the Proposal that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as "Confidential" in the Proposal. In addition, the Proposer must provide the legal basis for the exemption to the Airport.
4. **Proposals Not Marked as Confidential:** If a Proposal does not clearly identify the confidential portions, the Airport will not notify the Proposer that its Proposal will be made available for inspection and copying.
5. **Process for Disclosing Information:** If a request is made for disclosure of material or any portion marked "Confidential" by the Proposer, the Airport will determine whether the material should be made available under the law. If the Airport determines that the material is not exempt and may be disclosed, the Airport will notify the Proposer of the request and allow the Proposer ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or



neglects to take such action within said period, the Airport may release the portions of the Proposal deemed subject to disclosure.

6. **Indemnification by Proposer:** To the extent that the Airport withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the Airport from all damages, penalties, attorneys' fees and costs the Airport incurs related to withholding information from public disclosure.
7. **No Claim Against Airport:** By submitting a Proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

**Basic Eligibility:** The successful Proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful Proposer must not be debarred, suspended, or otherwise ineligible to contract with the Airport, and must not be on the federal government's list of firms suspended or debarred from working on federally funded projects.

**Non-Discrimination:** All Proposers will be afforded the full opportunity to submit Proposals in response to this RFP, and no person or firm shall be discriminated against on the grounds of race, color, age, sex, or national origin in consideration for an award issued pursuant to this RFP.

**Approval of Sub-Consultants:** The Airport retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.

**Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, the Airport expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.

**Funding Availability:** By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

**Prohibition Against Lobbying:** The Proposer shall not lobby, either on an individual or collective basis, the Airport Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written Proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Airport Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings,



visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written Proposal.

**Insurance:** Prior to execution of a Contract for services under this RFP, the successful Proposer will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in the Airport's standard Consultant or Service Contract. A draft copy of the contract for reference is attached as part as this RFP.

### **About Spokane International Airport**

The Airport is jointly owned by Spokane County and the City of Spokane. The County and City operate the airport under provisions of RCW 14.08 which establishes the operation of airports by more than one municipality under joint agreement. The operating authority of the Airport is the Spokane Airport Board, consisting of seven appointees from the two governmental bodies.

The Board is responsible for the oversight of Spokane International Airport, Felts Field, and the Airport Business Park. The Board also has a Grant of Authority to operate Foreign-Trade Zone #224.

Spokane International Airport (SIA) is a commercial service airport served by six airlines and two air cargo carriers. The airport processed approximately 3 million passengers and 65,661 U.S. air cargo tons in 2014. It is the second largest airport in the State of Washington and recognized by the FAA as a small hub airport.

Six rental car agencies operate eight rental car brands at the SIA. The agencies operate on Airport property although most have other locations in the region. There are no other rental car agencies serving the airport from off-site locations.

The Airport owns and operates on site public parking facilities at SIA. The parking facilities consist of two garages, three surface lots, two employee lots and three meter lots, totaling 7,584 spaces. There are third-party parking operators and hotels in close proximity to the Airport offering competing offsite parking.

Felts Field is a general aviation reliever airport that had 54,881 aviation operations in 2014 and is home to over 150 aircraft and 68 tenants. The airport has one Fixed Based Operator and avionics services are available. The Airport has two paved runways and a turf landing strip as well as the ability to accommodate water landings on the adjacent Spokane River.



The Airport Business Park is an industrial and business park development strategically located adjacent to the international airport facilities and Interstate 90, it has 42 buildings and 30 tenants.



ATTACHMENT A

Spokane International Airport  
Request for Proposals for

**Landside Snow Removal Services Parking Lots & Ground Transportation &  
Common Use Roadways**

**PROPOSAL INFORMATION FORM**

Name of Proposing Firm:	Contact Individual's Name:
Address of Contact Individual:	
Phone Number of Contact Individual:	E-mail Address of Contact Individual:
State of Washington UBI Number:	
Receipt is hereby acknowledged of Addenda No(s): _____	

**OFFICIAL AUTHORIZED TO SIGN FOR PROPOSER:**

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

The above authorized individual makes the following affirmations on behalf of the proposing firm:

1. I am authorized to make these affirmations;
2. All answers and statements made in the Proposal are true and correct;
3. In preparing this Proposal, the financial information contained in it has been arrived at independently and without consultation, communication or agreement with the Board, or other Proposers, to restrict competition as to any matter relating to this RFP.
4. No fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official or current consultant of the Board in order to procure the contract described in this RFP;
5. The firm is properly licensed, or will obtain, proper licenses prior to commencement of services, to conduct business in the state of Washington if legally required.



# ATTACHMENT B – SITE PLAN

(Purple areas represent short-term snow staging)

(Red areas represent long-term snow staging)





**ATTACHMENT C – PROPOSAL FORM**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Proposer hereby offers to enter into a contract with the Airport to provide Landside Snow Removal services as specified at Spokane International Airport, under the terms and conditions set forth in the Request for Proposals (RFP) and the Landside Snow Removal Services Contract. In furtherance of this offer, the Proposer agrees to bill the Airport the hourly rates as specified in this proposal.

Proposer is bound by this offer for period of thirty (30) days following the date of proposal opening. It is understood by the Proposer that the Airport reserves the right to reject any and all proposals.

**All qualified interested parties are required to provide the Airport with the following:**

1. The hourly bill rate(s) for requested services as outlined in the Scope of Work under Equipment List:

Truck with 10' plow	\$_____ .00 per hour
Truck with 12' plow	\$_____ .00 per hour
Front End Loader for stacking or loading	\$_____ .00 per hour
Full size 15-yard dump truck for hauling	\$_____ .00 per hour
Laborers (Snow Blowers/Brooms/Shovels)	\$_____ .00 per hour

2. List all equipment that will be staged at SIA for the entire term of the contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## ATTACHMENT D

### PROFESSIONAL SERVICES AGREEMENT (NON-A&E, NON-AVIATION RELATED)

for

Project Description, Project #00-00-0000

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport," and \_\_\_\_\_, a Company organized and incorporated in the State of \_\_\_\_\_, hereinafter referred to as "Consultant."

Consultant shall provide professional services for the \_\_\_\_\_ Project ##00-00-0000, at the Spokane International Airport(s). Said services shall be in accordance with the Scope of Work - Exhibit A, dated \_\_\_\_\_, 2015, attached hereto.

#### WITNESSETH:

The parties hereto agree as follows:

1. TIME OF PERFORMANCE: This Agreement shall run from time of execution by both parties until terminated as provided for herein.
2. MODIFICATION. The Airport may modify this Agreement and order changes in the work whenever necessary or advisable. Consultant will accept modification when ordered in writing by the Airport's designated representative, the time for performance and compensation being mutually agreed upon. Consultant shall make revisions to work included in this Agreement as are necessary to correct errors and omissions appearing therein when required to do so by the Airport without additional compensation.
3. COMPENSATION: The Airport will pay Consultant per the Scope of Work - Exhibit A, dated \_\_\_\_\_, 2015, attached hereto. The negotiated fee for said services shall be (on a time and material basis for a not to exceed amount of \$ \_\_\_\_\_) or (for a lump sum amount not to exceed \$ \_\_\_\_\_).

The Consultant agrees that any work identified during the project as outside of the original Scope of Work shall be discussed with the Airport prior to execution of such work. A separate written scope and fee will be prepared and forwarded to the Airport for consideration. Any work completed by the Consultant outside of the Scope of Work without express written prior approval from the Airport shall be considered incidental.



4. PAYMENT: Consultant will send its applications for payment to:  
Spokane International Airport  
Attn: \_\_\_\_\_ #00-00-0000  
9000 W. Airport Drive, Suite 204  
Spokane WA, 99224
5. TERMINATION: Airport may terminate this Agreement by thirty (30) days' written notice to the other party and Consultant may terminate this Agreement by sixty (60) days' written notice; provided, however, the party seeking to terminate this Agreement shall not be in default. In the event of such termination, the Airport shall pay Consultant for all services rendered and expenses incurred prior to date of termination. The Airport is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions on the part of Consultant.
6. COMPLIANCE WITH LAWS: Consultant shall comply with all applicable federal, state, and local laws, regulations and executive orders which are incorporated by reference.
7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The Consultant certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.
8. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, reports and other related documents prepared by Consultant under this Agreement are and shall be the property of the Airport. Any reuse shall be at the Airport's sole risk.
9. ENDORSEMENT OF PLANS: Consultant shall place its written endorsement on all plans, specifications, reports or documents developed by Consultant.
10. ASSIGNMENTS: This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign or transfer its interest, in whole or in part, without the other party's prior written consent.



11. LEGAL CLAIMS AND ATTORNEY FEES:

- A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with Consultant's duties. Subject to paragraphs 20 and 27 of this Agreement, the Airport and Consultant each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. Consultant is an independent contractor in every respect, and not the agent of the Airport.
- B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Agreement or in the event suit is brought for the recovery of fees or other sums or charges otherwise payable to Consultant, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

12. TITLE VI ASSURANCES: During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination: The Consultant, with regard to the work performed by them during the Agreement shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitation of Subcontracts Including the Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the obligations under this Agreement and the Regulations relative to nondiscrimination.



- D. Information and Reports: The Consultant, and all subcontractors and suppliers of the Consultant, shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Airport or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Consultant's non-compliance with the nondiscrimination provisions of this Agreement, the Airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to withholding of payments to Consultant until Consultant complies, and/or cancellation, termination, or suspension of the agreement in whole or in part.
13. ANTI-KICKBACK: No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.
14. EXPERT LEGAL TESTIMONY: In the event of any legal or other controversy requiring the services of Consultant in providing expert testimony in connection with any project, except suits or claims by third parties against the Airport arising out of negligent errors or omissions of Consultant, the Airport shall pay Consultant for services rendered in regard to such legal or other controversy, including costs of preparation for controversy. Such payment to Consultant shall be at rates mutually agreed upon.
15. STANDARD PERFORMANCE: Consultant, in carrying out its responsibilities, acts, and duties, shall observe and meet the standard of an experienced and qualified professional consultant familiar with the \_\_\_\_\_ industry, performing similar services under similar conditions.
16. ACCESS, APPROVALS and PERMITS: The Airport shall arrange for access to and make all provisions for Consultant to enter Spokane Airport property as required for Consultant to perform its services. Except as may be provided in individual agreements, the Airport shall furnish appropriate approvals and permits from all governmental authorities having jurisdiction over the project and such approval and consents from others as may be necessary for completion of the project.
17. MAINTENANCE OF RECORDS: Consultant shall make available to the Airport's auditor, or his fully authorized representative, all records created as a result of the Agreement including pertinent information which Consultant shall have kept in



conjunction with this Agreement and which the Airport may be required by law to include or make part of its auditing procedures, or which may be required for the purpose of funding the service contracted for herein. Consultant agrees to maintain a copy of said records for a minimum of seven (7) years following completion of its services.

18. INSURANCE:

- A. Consultant shall carry Professional Liability insurance coverage, including coverage for job supervision, in the minimum amount of \$1,000,000, per claim and in the aggregate.
- B. Consultant shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below and insurance shall be placed with companies or underwriters authorized to do business in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be the standard comprehensive general liability insurance coverage with aircraft exclusion deleted and shall include, but not by way of limitation, bodily injury; property damage; products liability; and contractual coverage. Consultant shall also maintain a vehicular policy insuring any of its vehicular operations on the Airport and the policy shall be issued by a company authorized to do business in the State of Washington. Consultant shall promptly upon execution of this Agreement, furnish to the Airport appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than \$1,000,0000 combined single limit or split limits equal to and not less than \$1,000,000, for bodily injury and property damage with respect to each occurrence; such limits subject to periodic adjustments. The insurance policies shall not be subject to cancellation except after notice to the Airport by registered mail at least thirty (30) days prior to the date of such cancellation. Where any policy(ies) has/have normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. The Airport, its staff, and employees shall be named as additional insured on Consultant's Comprehensive General Liability coverage, with respect to Consultant's use of the Airport and the Premises which are subject of this Agreement. Upon written request by the Airport, Consultant shall permit the Airport to inspect all originals of all applicable policies. Required additional insured language is as follows: "The Airport, the City and County of Spokane, their elected officials, agents and employees are additional insured with respects to Liability arising out of the operations of the named insured."



19. INDEMNIFICATION:

- A. The Consultant shall indemnify the Airport, its elected and appointed officials, agents, employees and representatives (collectively, the “Constituents”) from only that portion of any liability that is caused by any negligent act, error, or omission by the Consultant with regard to the professional services it has performed for the Airport, as such liability is finally determined after trial and any appeal thereof. The Airport and the Constituents shall not have comparative fault for selection, administration, monitoring, or controlling the Consultant, or in approving or accepting the Consultant’s work. This paragraph shall not nullify, extend or expand any statute of limitations that is otherwise applicable to any negligence or other claim against the Consultant. This indemnification is not intended to, and does not alter or interfere with any duties that the Consultant may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer’s subrogation rights. This indemnification is solely for the benefit of the Airport and the Constituents and no third party beneficiary or other rights shall be created under this provision.
- B. Consultant hereby agrees to release and hold harmless the Airport and Constituents from any damages to the Consultant caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and the Consultant does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.
- C. Consultant further agrees to hold the Airport and Constituents free and harmless for any claims arising out of the damage, destruction or loss of any or all of Consultant's equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.

20. AUTHORIZATION TO PROCEED: Consultant will not begin work on any of the services listed until the Airport provides written direction to proceed.



21. FORCE MAJEUR: Neither the Airport or Consultant shall hold the other responsible for damages nor delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the others employees and agents.
22. HAZARDOUS MATERIALS: Dealing with hazardous materials is not within Consultant's obligations. An amendment to this Agreement will be required for work involving hazardous materials.
23. SERVICES OF CONSULTANT: Unless this Agreement is terminated as specified herein by reason of substantial failure of either party to fulfill its obligations under this Agreement, Consultant shall perform all services specified in this Agreement.
24. SUBMISSION OF AGREEMENT: The submission of this document for examination and negotiation does not constitute an offer or Agreement. This document shall become effective and binding only upon execution and delivery hereof by an authorized representative of each the Airport and Consultant. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.
25. RELATIONSHIP OF THE AIRPORT AND CONSULTANT: Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture, and no provision contained in this Agreement nor any acts of Consultant and the Airport shall be deemed to create any relationship other than that of Consultant serving as an independent contractor of the Airport.
26. SURVIVAL OF INDEMNITIES: All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement. In any litigation or proceeding within the scope of any indemnity provided in this Agreement, Consultant shall, at the Airport's option, defend the Airport at Consultant's expense by counsel satisfactory to the Airport.
27. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY: This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.





For Internal Use Only

Project Number: \_\_\_\_\_

Funding Source: \_\_\_\_\_

Attachments:

Exhibit 1: Proposal Form

Exhibit 2: Acknowledgement of Addendum(s)

Exhibit 3: Site Plan

DRAFT



IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written:

SPOKANE AIRPORT BOARD APPROVED AS TO FORM

By: Lawrence J. Krauter  
Chief Executive Officer

By: Brian M. Werst  
General Counsel

CONSULTANT

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
UBI #: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and stated that he/she was authorized to execute the instrument and acknowledged it as the (Title) \_\_\_\_\_ of (Firm Name) \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_



