



Spokane Airport Board

(Spokane International Airport, Airport Business Park, Felts Field)

Request for Proposals (RFP) for PCI DSS COMPLIANCE SERVICES

Project # 15-49-9999-016

April, 2015

GENERAL OVERVIEW

Pre-Proposal Meeting		
There is no Pre-Proposal meeting or call scheduled. This RFP is intended to be complete.		
Contact Person for this RFP		
Questions should be directed only to: <i>Dave Armstrong, CPA Director of Finance</i>	Telephone number: <i>509-455-6448</i> Email address: <i>darmstrong@spokaneairports.net</i>	
Deadline for Submission of Questions		
Questions must be submitted by e-mail to the individual named above prior to: <i>1:00 pm, PDT, Wednesday, May 20, 2015</i>		
Responses / Addenda Posted		
Responses and any addenda to be posted on the Airport website (www.spokaneairports.net) prior to: <i>1:00 PM PDT, Friday, May 29, 2015</i>		
Proposal Instructions, Submission Place and Deadline		
Submit one original and five copies of the written Proposal in a sealed envelope clearly marked " PCI DSS Compliance Services ". Deliver to: Spokane International Airport 9000 W. Airport Drive, Room 204 Spokane, WA 99224 Attn: <i>Dave Armstrong</i>	Date: <i>6/8/2015 (Monday)</i>	Time: 1:00 PM PDT <i>Proposals delivered after this time <u>will not be accepted.</u></i>





Spokane Airport Board

Request for Proposals (RFP)

PCI DSS COMPLIANCE SERVICES

Background Information

Via this Request for Proposals (“RFP”), the Spokane Airport Board (“Airport”) is seeking to establish a contract with a PCI Qualified Security Assessor to assist with the completion of a Gap Analysis, completion of the Self-Assessment Questionnaire, development of required internal policies and documents, all validation, testing and assessment requirements for becoming compliant with the Payment Card Industry Data Security Standards (PCI DSS). Services to be rendered are outlined in the section, Scope of Services.

The Airport earned approximately \$27.5 million in operating revenues and received approximately \$20 million in non-operating and capital grant revenues for a total of approximately \$47.5 million for the year ending December 31, 2013. For the year ended December 31, 2014, the Airport earned approximately \$28 million in operating revenues and received approximately \$22 million in non-operating and capital grant revenues, for a total of approximately \$50 million. The Airport has determined it is a Level 3 merchant.

The Airport’s website (www.spokaneairports.net) contains information including prior years’ Comprehensive Annual Financial Report (CAFR), the current year budget along with statistical information which is available to assist in responding to this RFP.



Schedule

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

Date	Description
May 1, 2015	Issuance & Advertisement of RFP
5/20/2015 1:00PM PDT	Deadline for Submission of Questions
5/29/2015 1:00PM PDT	Deadline for Airport's Posting of addenda
6/8/2015 1:00PM PDT	Proposal Submission Deadline (Due Date)
	Review of Proposals by internal panel
6/19/15	Notify Finalists
Week of June 29, 2015	Presentations or Interviews, if necessary
7/8/2015	Board Committee recommendation
7/16/2015	Airport Board Action at the July Board Meeting
ASAP	Successful Proposer Execution of Contract
Upon return	Airport Execution of Contract
To be determined (Aug. 1, 2015)	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 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 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. This project may be phased over multiple budget years should initial costs exceed the Airport's budget for any single budget period.



Scope of Services

The Airport is requesting Proposals from qualified information security and compliance service firms or individuals (“Firm”) to conduct an assessment that will accurately evaluate payment / credit card security processes and controls consistent with applicable PCI DSS requirements and testing procedures; deliver an Initial Report of Compliance (IROC) with a Gap Analysis and recommendations for improvements; assist with developing corrections and/or compensating controls to address all discovered areas of non-compliance and control weaknesses during the assessment; certify compliance, and complete a final Report On Compliance (ROC) by July 31, 2016 subject to potential budget restrictions noted in the “Funding Sources” section above. The Firm will provide training materials that can be used to internally train staff on compliance practices. The Airport may request recurring annual compliance recertification.

REQUIREMENTS

Proposer must be certified / qualified to perform assessments as required by the most recent version of PCI DSS Validation Requirements for Qualified Security Assessors.

- Proposer must provide evidence of certification.
 - Provide the number of trained and certified PCI Assessors within the firm.
 - Confirm how often the certified PCI Assessors are required to attend training to keep them apprised of all current PCI regulations/requirements.
 - Confirm whether the firm is currently in remediation status, or has been in the past, with the Payment Card Industry Security Standards Council (PCI SSC). If so, provide the date, duration and high level cause(s) for the remediation status.
- If Proposer intends to assign a team to perform the services:
 - The QSA assessment team assigned to this engagement should be led and managed by a certified security professional (Certified Information Systems Auditor or Certified Information Systems Security Professional with Qualified Data Security Professional training) who shall provide on-site direction of the process during the scope of the engagement.
 - Proposer must provide the names of employees – and any applicable credentials or certifications – who would be assigned to the team performing services for this engagement.
 - Proposer should show the ability of maintain continuity of employees, or available replacements assigned to the team.
 - Proposer will identify whether subcontractors will be used in this engagement and show the same qualifications of those subcontractors.
 - Proposer must affirm that no employee or subcontractor assigned to this engagement have been convicted of a felony.
 - The Airport reserves the right to interview any of the assigned members of the proposed project team before a firm is selected.



- Proposer must be able to demonstrate at least five (5) years' experience in performing related assessments / consulting preferably in airports or other large, public venues of similar size to the Airport, which will be noted in the Proposal.
- Proposer must provide a project-based fixed-fee Proposal by phases and include a proposed schedule/project plan which encompasses all phases.
 - Phase 1 = Gap Analysis, IROC, Remediation (Correction) recommendations
 - Phase 2 = Assistance in implementing remediation recommendations
 - Phase 3 = Re-evaluation and final ROC
 - Phase 4 = Future annual re-certifications
- Proposal must identify resources required (including Airport staff), along with assumptions supporting the proposed schedule / project plan.
- Upon award, the selected Firm will be required to designate one primary point of contact to collaborate and coordinate all work with the Airport Project Manager. At this time a comprehensive, final schedule will be developed.
- Firm shall respond to questions and provide PCI DSS requirements clarification, when required, for the duration of the agreement with the Airport. It is understood the Airport may seek the firm's opinion or interpretation of a PCI DSS requirement.

DELIVERABLES

- Phase 1: Selected Firm shall produce and electronically submit an IROC with a gap analysis identifying areas of noncompliance to the standards. The IROC shall contain high-level remediation recommendations or compensating controls needed to meet the standard. The gap analysis shall list non-compliant elements in order of priority needed to correct, and include recommended steps of correction. Screen shots, log excerpts, and other technical evidence should be included, when applicable.
- Phase 2: Firm shall assist the Airport with implementing corrective measures and / or the addition of compensating controls to ensure the Airport becomes compliant with currently applicable standards. Contractor shall recommend or provide a resource to actively assist with corrective efforts if needed.
- Phase 3: Upon completion of corrective efforts, firm will issue a Final Report of Compliance and provide an electronic copy of said Report. Firm will assist the Airport in identifying functional staffing roles that should receive training so the Airport will remain compliant with current standards. Firm will assist with development of materials the Airport can use to internally train appropriate staff members. Actual training sessions will be conducted by the Airport.
- Phase 4: Firm will outline necessary steps, materials and training to be taken in subsequent years to maintain full compliance with current and evolving standards.



The Airport shall be responsible for the following:

- Providing existing security standards and procedures.
- Providing necessary documentation of the existing in-scope network configuration, servers, application, and security devices.
- Providing access to departments' staff available for interviews.
- Providing timely and accurate information.

Evaluation Criteria

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.

Evaluation Criteria	Weighting (Maximum Points)
<p>1) <u>Proposal Information Form</u>, included in Attachment A to this RFP, must be completed, submitted, and signed as part of the Proposal. You must include the name and contact information of the individual in your firm that the Airport should contact regarding questions about the 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, and zip code), telephone number, e-mail address.</p>	No points
<p>2) <u>Cover Letter</u>, expressing interest, addressing, at a minimum, the following:</p> <ul style="list-style-type: none"> a) <u>Executive Summary</u>, discussing an executive summary of the firm's relevant qualifications and experiences, as well as the relevant experiences of key staff proposed for this project in performing similar services. b) <u>Firm Size and Workload</u>, outlining the size of the firm and discuss the capability to manage a project of this size and scope within the identified time frame, relative to the firm's current workload. c) <u>Finances</u>, discussed generally regarding the firm's financial and organizational stability. <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>	<u>10</u>



<p>3) <u>Relevant Experience of the Firm and Staff or Subcontractors:</u> Demonstrate expertise and experience in providing PCI DSS Qualified Security Assessor services. Include in the discussion the following items:</p> <ul style="list-style-type: none"> • 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. • Show verifiable experience working with agencies and public boards with an annual budget greater than \$50 million. • Show demonstrated expertise and relevant experience of staff members and / or subcontractors contributing to work. 	<u>45</u>
<p>4) <u>References:</u> At least three references from previous clients for similar work completed by the firm. Cited references should include project location, brief project description, reference name, title, 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> <ul style="list-style-type: none"> • Include in your references work done for other Airports or Airport Authorities, briefly describing the scope and timing of the engagement. • Include whether subcontractors were ever used when conducting PCI assessments and/or for the delivery of mitigation services. 	<u>25</u>
<p>5) <u>Proposed Costs:</u></p> <ul style="list-style-type: none"> • Include costs by phase. • Include hourly rates of planned personnel. • Include costs for an annual renewal. 	<u>15</u>
<p>6) <u>Organization of Submission Requirements:</u></p> <ul style="list-style-type: none"> • Indexed and tabbed. • Criteria in order. • Complete and concise. • Hold pages to maximum number. 	<u>5</u>
Total Points	100



Interviews

Initially selected Proposers may be required to participate in an interview with and / or make a presentation to the selection committee or other Airport personnel with the date and time to be determined. Should interviews be necessary, the format of the interviews may be in-person onsite or in a remote webinar style. 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. Limit type size variations to a minimum.
- 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.



- All Proposals shall be considered valid for a period of ninety (90) days from the Proposal closing date and shall contain a statement to that effect. Timely Proposals received shall be subject to applicable laws and regulations governing public disclosure. Any information received within the Proposal will be considered part of the public record of this RFP process.

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 thirty (30) 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 This 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 general 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 cost estimates are 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 on Proposers, 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 he 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

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: If required by law, 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.

The Airport is an equal opportunity employer and encourages the use of small businesses, DBE, MBE, or WBE participation.

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 portions of work outlined in this RFP may be 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 the 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 Airport Board
Request for Proposals for**

**PCI DSS COMPLIANCE SERVICES
PROPOSAL INFORMATION / AFFIRMATION 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 (if required):	
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, ST)

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.

This Proposal is valid for a period of ninety (90) days from the closing date of this RFP.

Note: This Proposal Information Form must be completed and submitted as part of your Proposal.



PROFESSIONAL SERVICES AGREEMENT
(Non-A & E, Non-aviation related)
For PCI DSS Compliance Services

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 Payment Card Industry Data Security Standards Compliance Contract #15-49-9999-016, at the Spokane International Airport and other owned properties. Said services shall be in accordance Exhibit A: Response to RFP (Including Scope of Work and Proposed Fees), dated _____, 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 _____, attached hereto. The negotiated fee for said services shall be 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 applications for payment to:

Spokane International Airport
Attention: Dave Armstrong
9000 W. Airport Drive, Suite 204
Spokane WA, 99224

Payment applications will be submitted monthly, referencing the contract number, based

upon percentage of completion of the agreed upon finalized work plan. No more than 95% of the contract amount shall be presented earlier than completion and acceptance of each phase as outlined in the attached Scope of Work – Exhibit A.

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 19 and 26 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 PCI DSS 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 errors and omissions or appropriate 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 \$1,000,000 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: 15-49-9999-016

Funding Source: Airport General Funds

Attachments:

Exhibit A: Response to RFP (Including Scope of Work and Proposed Fees)

