



Spokane International Airport

Request for Proposals (RFP)

for

Marketing and Advertising Services

Pre-Proposal Meeting		
At this time there is no pre-proposal meeting anticipated		
Contact Person for Questions During the Proposal Process		
Questions should be directed only to: <i>Todd S. Woodard</i> Director of Marketing/Public Affairs twoodard@spokaneairports.net		
Deadline for Submission of Questions		
Questions must be submitted to the individual named above no later than: 4:00 PM 12/28/2022		
Proposal Submission Place and Deadline		
Submit Proposals to: Spokane International Airport ATTN: Todd S. Woodard 9000 W. Airport Drive, Room 204 Spokane, WA 99224	Date: 1/4/2023	Time: 4:00PM (PDT)



Spokane International Airport

Request for Proposals (RFP)

For

Marketing and Advertising Services

Spokane International Airport (“Airport”) is soliciting Proposals from qualified professional firms to provide Marketing and Advertising Services for the Airport for the next three (3) calendar years, commencing on or before February 1, 2023 ending January 31, 2026, with an option for two (2) additional one (1) year terms. The Airport has several platforms for marketing and advertising services and the expectation is for the successful proposer to utilize a mix of radio, print, billboards, digital, and printed materials to support and promote airline routes, sponsorships, parking products, and general airport services and nonstop destinations. Services relating to consultation in other areas of marketing, advertising, promotions, social media, web applications, and branding may be solicited from other Proposers at the Board’s discretion.

Background Information

Spokane Airports is jointly owned by Spokane County and the City of Spokane. The city and county operate the airports under provisions of RCW 14.08, which establishes the operation of airports by more than one municipality under joint agreement. The operating authority of Spokane Airports is the Spokane Airport Board, consisting of seven appointees from the two governmental bodies. The Board annually oversees a capital and operating budget of approximately \$118 million from various funding sources.

The Board operates three facilities: Spokane International Airport, Felts Field Airport, and the Airport Business Park, as well as has a Grant of Authority to operate Foreign-Trade Zone #224.

Spokane International Airport is a 6,000 acre commercial service airport offering 20 nonstop destinations served by six airlines, as well as convenient one-stop connections to most major domestic and international destinations. The Airport recorded 3,280,062 total passengers and 76,569 U.S. air cargo tons in 2021. In addition to Amazon Air’s sort facility, FedEx and UPS provide scheduled all-cargo service at the Airport. U.S. Customs provides Federal Inspection Service for clearing international flights and Signature Flight Support provides Fixed Base Operator services. Further, Aero Center Spokane is constructing a full-service fixed based operator facility at the Airport, with expected completion in 2023.



The Airport is the work site for over 3,000 people serving a variety of aviation and non-aviation related businesses, providing the region with \$1.8 billion in annual economic impact. The geographic area served by Spokane International Airport includes Eastern Washington, Northern Idaho, Western Montana and portions of Southern British Columbia and Alberta. In total, 1.7 million people reside in this market area.

In Fall 2022 work commenced on the Concourse C Expansion Project. The project is the first phase of the Terminal Renovation and Expansion (TREN) Program, the Airport's long-term vision to enhance and expand the Airport's terminal facility to meet the needs of current and future forecasted passenger traffic demand. The \$150 million expansion will add three new gates, replace current ground boarding gates with three passenger loading bridges, modernize existing gates and add six ticket counter locations for airlines to use. It is expected to be complete in 2025.

Felts Field is a 400-acre general reliever airport that had 71,732 aviation operations in 2021 and is home to over 200 aircraft and nine commercial tenants. The Airport has a Fix Based Operator and avionic services 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. Each year the Airport hosts the Felts Field Neighbor Day, an open-house event where residents in the neighborhoods around Felts Field as well as aviation enthusiasts are able to access the airport ramp and get up close to a variety of vintage and commercial aircraft, enjoy culinary delights from local food vendors, and take in demonstration flights from featured aircraft.

The Airport Business Park is an industrial and business park development that comprises 540 acres. Strategically located adjacent to the airport facilities and Interstate 90, it has 19 buildings and 8 tenants.

The Airport envisions the Airport Area as a world-class, aerospace-focused transportation, logistics and advanced manufacturing center. It is a regional focus for the Airport as well as the City and County of Spokane, as evidenced by the creation of the S3R3 Solutions Public Development Authority (PDA) in 2017. The PDA, a 9,000-acre area in and around the Airport's boundaries, provides a physical infrastructure and financing model mechanism where 75% of local government tax revenue generated within the PDA's boundaries stays within the PDA for investment in infrastructure development and other related initiatives to foster development toward retaining and expanding commerce in the immediate vicinity of the Airport.

Additionally, in October 2022 the Airport completed construction of the Rail-Truck Transload Facility, which will provide multimodal freight movement services to meet the increased demand from the area's commercial and industrial sectors for a larger transportation and logistics network. The \$14.3 million project, located within the PDA's boundaries approximately three miles west of the Airport, includes three new rail tracks, two loading tracks and a running track, which cover nearly two miles and directly connects to the Geiger Spur rail line. It also offers five turnouts and an 182,650 square



foot concrete circulation area for freight truck movement. The facility is expected to be operational in spring 2023.

The Marketing and Advertising services contract supports the promotion of a variety of functions and activities at Spokane International Airport, Felts Field, and the Airport Business Park. The Airport has several platforms for marketing and advertising services and the expectation is for the successful proposer to utilize a mix of radio, print, billboards, digital, and printed materials to support and promote new airline routes, community events, sponsorships, parking products and general airport services, and nonstop destinations. In addition to social and traditional media placement, the Airport has the ability through sponsorships, memberships, subscriptions, and relationships with business organizations, not for profit entities, attractions, resorts, and hotels to broadcast email their members and customers.

The contract would also provide support to the Airport's business development efforts, including production and revisions of various assets used in the recruitment of businesses to the Airport area and the Airport's dedicated website to promote the Airport Area, www.SpokaneAero.com. In addition, the successful proposer would help to develop graphics, updates and other support for www.gegtrex.com, the Airport's website containing the latest news and updates on the TREX Program.

Currently, the Airport has an active community engagement strategy through advertising and sponsorship activities collegiate athletics at Gonzaga, Eastern Washington, Whitworth and Washington State Universities; several community events in the Spokane/Coeur d'Alene region; and paid advertising with Spokane Indians baseball and Spokane Chiefs hockey. There are numerous other special events and meetings such as Women Helping Women, Visit Spokane's Annual Meeting, and Honor Flight's Annual Auction, to name just a few which the Airport sponsors.

Advertising and marketing campaigns, particularly those with an air service focus, are structured in a manner that communicates to the Airport's regional customer base, which includes Eastern Washington, Northern Idaho, and Western Montana, as well as parts of southern British Columbia and Alberta, Canada.

Scope of Work

The Airport has used several platforms for marketing and advertising services and the expectation is for the successful proposer to utilize a mix of radio, newsprint, billboards, digital, printed materials, etc., to maximize the individual budget allocation or needs of the project. Services to be provided will include the following:

1. The successful proposer will support the promotion of new nonstop routes as established by the Airport as part of incentive programs they have extended to



the individual airline. Support will also be given to any new or ongoing marketing of traditional and digital campaigns to promote all of the Airport's nonstop cities and the access to individual airline network of cities, as well as any unanticipated announcements that may arise.

2. Provide graphical and communication support for the Terminal Renovation and Expansion Project, including but not limited to signage and wayfinding, project awareness, benefit and update advertising and materials, and support for the project's website, www.gegtrex.com. Special events such as topping out and ribbon-cuttings,, periodic media tours, project milestones, and ribbon-cutting ceremonies will also be an important component of the support to be provided under the contract.
3. Develop branding, awareness, and marketing and advertising materials, including to aid with aerospace, logistics, and advanced manufacturing business development efforts. Provide strategy and tactical support including but not limited to identifying social and digital communication channels, drafting social and email copy, and providing creative support for collateral materials deployed at air shows and aerospace-related conferences. In addition, offer support for the Airport's business development website, www.SpokaneAero.com.
4. Offer marketing and advertising services for special events, sponsorships activities, and trade show materials, including but not limited to retractable signs, fabric wraps, and trade booth design, assembly, and printing.
5. Occasional specialty items will need to be developed of unique marketing items to be presented to airlines and other tenants to achieve top-of-mind awareness and to demonstrate Spokane's creativity on their behalf. In a similar manner use of the Spokane International Airport and the Felts Field logo on marketing specialty advertising give-away items such as coffee cups, folios, apparel, hats, etc., will also come under the contract.
6. Create graphics to help with promotion of Airport parking products, such as shuttle wraps, ground-transportation-related maps, signage and other requested graphics.
7. The successful proposer would also provide media buys as appropriate for the various messaging outlets, with the Airport reimbursing the successful proposer for the actual costs of such media buys.
8. Assist with development and provide support for marketing and advertising of the Airport for all platforms and means of communication, including development of graphical art.



The Airport has not attempted to specifically identify each and every component of the applications sought under this RFP.

Request for Proposals Schedule

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

Date	Description
Thursday, December 15, 2022	Issue Date of RFP and posted on Airport's website
Wednesday, December 28 4 PM PT	Deadline for Submission of Questions
Friday December 30, 4 PM PT	Airport's Response to Questions and/or Addenda posted
Wednesday, January 4, 2023 4 PM PT	Proposal Submission Deadline (Due Date)
January 4-9	Review by the Selection Committee
Tuesday, January 10	Notify Finalists
Tuesday, January 17	Presentations (if necessary)
Wednesday, January 18	Airport Board Finance Committee Recommendation
Thursday, January 26	Airport Board Action/Contract Award (Anticipated)

Term of Contract

The term of the contract will commence upon award and conclude upon completion of the scope awarded. Terms will be finalized upon notification of award.

On-going support agreements will be for an initial three (3) year term, with an option for the parties to extend for two (2) additional one (1) year terms.

Funding Source(s)

The work to be performed is funded from the general Airport operating budget, therefore no federal funds are expected to be involved with the work under this RFP.



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	Maximum Points
<p>1) <u>Proposal Information Form</u>: 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.</p>	2
<p>2) <u>Cover Letter</u>: A cover letter expressing interest, addressing, at a minimum, the following:</p> <ul style="list-style-type: none"> a) <u>Executive Summary</u>: A high level, executive summary of your 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>: 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. c) <u>Finances</u>: Discuss your firm's financial and organizational stability. <p>The cover letter must be signed by an authorized representative of the Proposer who is authorized to execute contractual agreements and/or commitments on behalf of the Proposer.</p>	3
<p>3) <u>Relevant Experience of the Firm</u>: Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience (both with this</p>	30



<p>Proposer and others), significant accomplishments and any other pertinent information. The Proposer shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the Airport.</p>	
<p>4) <u>Staff Experience and Availability:</u> A description of the staff proposed and discussion of their availability for performing the work as outlined in this RFP that demonstrates relevant experience from other projects. Experience should include projects of similar, or larger, size and scope including work involving large corporations; working under tight time schedules; media placement and analytical evaluation; ability to monitor, evaluate, and modify advertising schedules and messages; and graphic arts. Discuss their experience in developing and implementing successful creative concepts.</p>	10
<p>5) <u>Proposed Implementation Plan:</u> Provide, in as much detail as possible, how your team’s relevant work experience will allow you to will accomplish items 1 -6 outlined in the Scope of Work section.</p> <p>Include in your proposal a tentative work-plan, examples of similar work, anticipated time requirement to complete the tasks and deliverables in order to achieve the goals of this RFP.</p>	35
<p>6) <u>Proposed Cost:</u> The proposed cost of the firm for the project. Proposed costs are to be broken out matching the phases described in the Scope of Work.</p> <p>Provide the current rates for on-going support and an estimate of planned increases for such support.</p> <p>Provide the hourly rates of staff to be utilized through the implementation. At a minimum, break out rates by project management, technical, support, training, and document preparation.</p> <p>Be able to provide documentation of Washington State Department of Enterprise Services (DES) or other national co-operative purchasing agreements (eg: NJPA, US Communities) if the firm’s proposed cost is related to such agreements.</p> <p>Include a statement that the proposed costs quoted are valid for 120 days.</p>	15



The Airport reserves the right to negotiate the cost with the selected firm.	
<p>7) <u>Standard Contract Language:</u> The Airport intends to utilize its standard Consultant or Service Contract for the evaluation, selection and implementation of scope of work contained in this RFP.</p> <p>A sample contract may be viewed at the following website of the Airport: http://business.spokaneairports.net/rfp/ by clicking on "<u>Sample Contract for Non-Architects and Engineers</u>".</p> <p>Each firm must affirm in its Proposal that the terms and conditions of this Contract are acceptable, or if the firm takes exception to any of the proposed language in the sample Contract, the firm must specifically describe the reasons for the exceptions and propose in its Proposal alternative language for review and consideration by the Airport. Firms not taking any exceptions to the terms and conditions of the Contract shall receive the full evaluation points for this criterion. Firms taking exceptions shall be evaluated and rated for this criterion based on the significance of the proposed exceptions and whether the proposed changes are of benefit to the Airport.</p> <p>Support and Service contracts need to follow the form of the Airport's standard contract. These contracts must not be longer than three (3) years and will not include automatic renewal clauses.</p>	5
Total Points	100

Interviews

Proposers may be required to participate in an interview session of approximately one hour with a selection committee and/or other Airport personnel on the date and time noted in the RFP Schedule on page 7. The Airport will establish evaluation criteria and weighting for each interview criterion that will be added to the scores received for the written Proposals as part of making a final selection decision.

Submission Requirements

Proposal Submission Deadline: One unbound original, five (5) bound copies, and an electronic file 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 in this RFP. Proposals must be delivered to the address indicated on page 1 of this RFP. Electronic files and submissions of prior work samples must be provided on a



USB drive in a common file format (i.e., PDF, DOC, JPG, WAV, MOV) and must be subject to public dissemination and display with no restrictions.

Late Proposals: Proposals will not be accepted by the Airport after the date and time specified in 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, facsimile (Fax), 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 in 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.

Organization of Proposals: Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposals should include an index, be clearly separated with tabs, labeled by response to specific evaluation criteria and addressed in the same order as included in the RFP. Although there is no expressed page number limitation, Proposers are advised that lengthy or wordy submissions are not necessary and are discouraged.

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 asked prior to the deadline indicated on page 1 of this RFP. The Airport may determine that a Proposal is



non-responsive if the Proposer has had contact with any other member of the Airport staff or Airport Board.

Addenda: Oral communications and emails from the Airport, its staff, agents, Airport Board 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.

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.
3. **Process for Disclosing Information:** If a request is made for disclosure of material or any portion that may be reasonably considered proprietary or confidential, then the Airport will determine whether the material should be disclosed or 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 three (3) 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.
4. **Indemnification by Proposer:** By submitting a Proposal, the Proposer agrees to fully indemnify, defend, and hold harmless the Airport, the City and County of Spokane, and their elected officials, agents and employees, from all damages,



penalties, attorneys' fees and costs related to withholding any portion of public records from disclosure.

5. **No Claim Against the 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.

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 and referenced on the Airport's website as applying to this RFP.

About Spokane International Airport

Spokane Airports is jointly owned by Spokane County and the City of Spokane. The city and county operate the airports under provisions of RCW 14.08, which establishes the operation of airports by more than one municipality under joint agreement. The operating authority of Spokane Airports is the Spokane Airport Board, consisting of seven appointees from the two governmental bodies. The Board annually oversees a capital and operating budget of approximately \$118 million from various funding sources.

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The Airport Business Park is an industrial and business park development that comprises 540 acres. Strategically located adjacent to the airport facilities and Interstate 90, it has 19 buildings and 8 tenants.



Attachment A

**Spokane International Airport
Request for Proposals for
Marketing and Advertising Services**

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)

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



Contract # _____

PROFESSIONAL SERVICES AGREEMENT
for
Marketing and Advertising Services, # _____

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, 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 the _____ is incorporated in the State of _____, hereinafter referred to as "Consultant."

Consultant shall provide professional services for the Marketing and Advertising Services Project # _____, at the Spokane International Airport(s). Said services shall be in accordance with the Scope of Work - Exhibit A, 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 and will continue in good faith and effort until this Agreement expires on _____, unless terminates as provided for herein. Two (2) additional one-year terms may be exercised at the Board's sole option.
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 September 27, 2017, attached hereto, which the parties intend to be limited to creative design and project management services. The negotiated fee for said services shall be on a time and material basis for a not to exceed amount of \$250,000 per year. The actual cost or purchase of placed media is excluded from the fee contemplated by this Agreement, which actual costs shall be paid by Consultant and reimbursed by the Airport.

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: Todd Woodard # _____

9000 W. Airport Drive, Suite 204
Spokane WA, 99224

Payment shall be made within thirty (30) days after receipt of billing of the amount due based upon actual hours and incidental costs, accomplished through the application date, less previous payments made. Detailed hours billed and explanations of work performed shall be provided with each application for payment. Payment shall not exceed that amount set forth in the task order or the not to exceed amount of \$250,000 unless mutually agreed in writing by the parties.

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 marketing and advertising professional(s) familiar with the Marketing and Advertising 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 \$1,000,000 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, including the obligations pursuant to Article 19 - INDEMNIFICATION; 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 MAJEURE: 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 A: Scope of Work

SAMPLE

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 #: _____

SAMPLE