



## Spokane Airport Board

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

### Request for Statements of Qualifications and Experience (RFSQE) for State Legislative Affairs Consulting Services

June 2022

#### GENERAL OVERVIEW

Contact Person for this RFSQE		
Questions should be directed <b>only</b> to:  <i>Todd Woodard</i> <i>Director of Marketing/Public Affairs</i>	Telephone number: <i>509-455-6470</i>  Email address: <i>twoodard@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, Local Time, Friday, July 8, 2022</i>		
Responses / Addenda Posted		
Target Date & Time for Responses and any addenda to be posted on the Airport website ( <a href="https://business.spokaneairports.net/bids/">https://business.spokaneairports.net/bids/</a> ) prior to:  <i>2:00 PM Local Time, Friday, July 15, 2022</i>		
Proposal Instructions, Submission Place and Deadline		
Submit one (1) original and Five (5) copies of the written Proposal in a sealed envelope clearly marked " <b>Proposal for State Legislative Affairs Consulting Services</b> ".  Deliver to: Spokane International Airport Attn: Todd Woodard 9000 W. Airport Drive, Room 204 Spokane, WA 99224	Date:  <i>07/25/2022</i> <i>(Monday)</i>	Time: 4:00 PM Local Time  <i>Proposals delivered after this time <b><u>will not be accepted.</u></b></i>





## **Spokane Airport Board**

### **Request for Statements of Qualifications and Experience (RFSQE) STATE LEGISLATIVE AFFAIRS CONSULTING SERVICES**

#### **Background Information**

Via this Request for Statements of Qualifications & Experience (“RFSQE”), the Spokane Airport Board (“Airport”) is seeking to establish a contract with a qualified consulting firm or individual (“Firm”) to provide State Legislative and Executive Branch Related Consulting Services in a variety of airport related matters for the Airport for the next three (3) years, commencing approximately October 3, 2022 with an option for two (2) additional one-year terms. Services to be rendered are outlined in the next section, Scope of Services.

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 6,400 acre commercial service airport served by eight airlines and three air cargo carriers. The airport recorded 3,280,062 total passengers and 76,569 U.S. air cargo tons in 2021. It is the second largest commercial service airport in the State of Washington and recognized by the FAA as a small hub.

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 avionics 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.

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.

Over the last decade Spokane Airports has become increasingly involved in regional and statewide aerospace industry sector’s business recruitment, retention, and



expansion strategies. The Airport focuses on firms located in Asia and Europe that support aircraft interiors and/or aerostructures. They routinely participate in trade shows and air shows throughout Europe and Asia. They were also one of the founding members of the local aerospace cluster, the “Inland Northwest Aerospace Consortium (INWAC);” has led the State’s largest aerospace trade association, the “Aerospace Futures Alliance of Washington;” and has been active in support of a variety of workforce development initiatives at the community college level. During this time, there have been a number of successful aerospace business recruitment efforts including Associated Painters, Exotic Metals Forming Company, Absolute Aviation Services, and Aero-Flite.

In July 2017, the Airport, along with its strategic partners from Spokane County and the City of Spokane, formed the West Plains-Airport Area Public Development Authority (WPAAPDA). Included in the formation of the WPAAPDA was a unique revenue sharing component where a percentage of the taxes generated for local government inside the PDA’s boundaries are reinvested in the PDA. The tax revenue is self-perpetuating and allows them to more actively participate in business recruitment and provides a needed revenue stream for the construction of utility and physical infrastructure, which had been a missing. WPAAPDA was the first City/County PDA formed in the State of Washington.

Over the last seven years, the Airport has contracted for State Legislative Affairs representation in Olympia. The results have been positive and productive and have functioned together to elevate the Airport’s role in shaping public policy through maintaining a consistent presence; building key relationships and offering subject matter expertise across a variety of areas that impact the airport, aviation and aerospace industry as well as in other areas such as transportation, economic development and regulatory matters. The Airport has also been effective in advocating for funding of strategic infrastructure projects through the state capital, transportation and operating budgets.

## **Scope of Services**

The Airport is seeking proposals for State Legislative Affairs Consulting Services for an initial period of three (3) years, with options exercisable by the Airport to renew for up to two consecutive one (1) year terms. Proposals are sought from firms or individual practitioners, with a legal background in Washington statutory and regulatory law, preferred but not required. The Airport is interested in working with an established individual or firm with twenty (20) years or more of applicable experience working with the Washington legislature and demonstrated knowledge of public policy matters in Washington.

### **Scope of Lobbying Services (the “Project”)**

1. Monitor and report on Washington state legislative, regulatory and executive branch actions or proposed actions of significance to Spokane Airports.
2. Advise Spokane Airports of the flow of Washington legislation and hearings and of opportunities to advance its legislative or regulatory agenda through timely immediate regular and special updates on significant proposed actions.



3. Advocate to Washington legislators and executive branch officials personally and through written and oral testimony in support of or opposition to proposed legislation or rule-making matters of interest to Spokane Airports.
4. Coordinate with other lobbyists, counsel and interested parties in advocacy efforts and also assist in coalition building.
5. Work with Spokane Airports to establish and perpetuate a positive identity among members of the Washington legislature and executive branch.
6. Assist the staff and Airport Board in preparing its annual and long-term legislative agenda.
7. Assist in drafting legislation or amendments that may be desired by Spokane Airports and coordinate the sponsorship and introduction of proposed legislation or amendments.
8. Pay particular attention to legislative measures and/or Executive branch initiatives regarding aerospace-related economic development initiatives, sales and use tax issues, and funding mechanisms for constructing public infrastructure and facilities.
9. File all forms necessary to comply with applicable public disclosure laws.
10. Provide quarterly summary that describes the work and activities completed during the previous three month period.
11. Support Airport staff and/or Board members' activities on boards, commissions, task forces or other similar structures that are functioning to interact with the Legislature or state government on direct or indirect matters that may affect the interests of the Airport.
12. Other special assignments that may be required to advance the interests of Spokane Airports with the Legislative or Executive Branches, respectively.

*Note: The Scope of Services is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the provisioning services. The scope may be modified by the Airport CEO as deemed necessary. The selected firm will provide a single point of contact for the Airport.*

<b>Schedule</b>
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The following is the tentative schedule for this RFSQE process:

<b>Date/Time (as applicable)</b>	<b>Description</b>
06/05/2022	Advertisement & Post on GEG Website
07/08/2022 1:00 PM Local Time	Deadline for Submission of Questions
07/15/2022 2:00 PM Local Time	Target for Airport's Posting of Addenda
07/25/2022 4:00PM Local Time	Submittal Deadline (Due Date)



08/12/2022	Target Notification of Status
08/29/2022	Target Interviews, if requested by Airport
09/02/2022	Target Selection of Most Preferred Individual or Firm
	Contract Negotiation
09/15/2022	Airport Board Approval of Agreement
10/03/2022	Commencement of Services Under the Agreement

**Evaluation Criteria**

Responses to this RFSQE must contain the following information:

1. A narrative statement should describe and incorporate the following:
  - a) A cover letter providing general background of the individual or firm and describing the individual or firm’s general capabilities to perform the scope of services. Specific attention should be given to how the individual or firm meets the Airport’s overall experience requirement.
  - b) A section that describes examples of managing similar functions and successful representation efforts in the areas outlined in the scope of services. Specific attention should be given to how the individual or firm will support the Airport with an active and continual presence in Olympia, as well as other areas in Washington necessary or relevant to the scope of services, to serve as the day-to-day contact for legislators, regulators, executive branch officials and stakeholders’ representatives.
  - c) A section that provides examples of specific issue or advocacy experience, if any, with municipal corporations, aviation, aerospace, and Washington state tax and revenue issues including by not limited to leasehold, business & occupation, sales and uses taxes.
  - d) A section describing how the individual or firm continues to promote client interests when the Legislature is not in session.
  - e) A section describing experience, if any, in state government, as a legislator, legislative staff member, regulator or state employee. Provide details on length of service, number of years served, to whom proposer reported, and reason for leaving.
2. Resume(s) of all staff anticipated to work on Airport matters under the Agreement. Identify the individual who will be responsible for the primary functions of the Agreement.



3. References (at least three (3) including contact name and phone number) from individuals or organizations that have used your services for similar projects. References should be provided from those that have had specific experience identified in the Scope of Services.
4. List of existing clients and identification of any potential conflicts of interest clients may have with Spokane Airports.
5. A cost proposal regarding the proposer’s annual lobbying services fee, including any travel costs and other expenses, which will be paid in four quarterly payments following the receipt of a quarterly summary of the work and activities completed during the previous three month period. In addition to Olympia-based lobbying work, the successful proposer would be expected to travel to Spokane for pre and post-legislative session meetings with the Airport staff and Board.

An evaluation team will review all proposals received. Spokane Airports reserves the right to determine the suitability of proposals on the basis of a Proposer’s meeting administrative requirements, the evaluation teams’ assessment of the quality and performance of the service proposed, and cost.

During the evaluation process, Spokane Airports may require an in-person interview to answer questions with regard to the proposal. The Proposer must include in its Proposal the information noted in the evaluation criteria and must demonstrate how the firm meets the evaluation criteria. The following criteria will be used in reviewing and comparing the proposals:

<b>Evaluation Criteria</b>	<b>Weighting (Maximum Points)</b>
1. <u>Cover Letter:</u>  a) Executive Summary: 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) Demonstrated Success. Provide examples of success in state legislative process generally, and in projects similar to the one described in this RFSQE.  c) Responsiveness of submittal to outlined requirements described in the RFSQE.	<u>50</u>



<p>d) Provide a work plan or narrative based on previous work in alignment with the requested scope of work.</p> <p>The cover letter must be signed in ink by an authorized representative of the Proposer who is authorized to execute contractual agreements.</p>	
<p>2. <u>Proposed Costs:</u> To assist in evaluating a cost element, please provide an annual aggregate services fee, segregated in four quarterly payments. This should include a travel budget for pre and post legislative session meetings in Spokane.</p> <p>Note: In practice, prior to the onset of any work performed, the selected individual or firm and the Airport will outline each task involved and establish a schedule for completing each task in a proposed work plan.</p>	<u>30</u>
<p>3. <u>References:</u> At least three references from previous clients for similar work completed by your firm and should be relevant to the scope of services. Cited references should include project name, reference name, title, project role, and current contact telephone number. Refer to the Reference Checks section of this RFSQE for information about how reference checks will be used in the evaluation process.</p>	<u>15</u>
<p>4. <u>Standard Contract Language:</u> The Airport intends to utilize its standard Professional Service Agreement for this project which is attached hereto in draft form. Each individual or firm must affirm in its Submittal that the terms and conditions of this agreement are acceptable, or if the firm takes exception to any of the proposed language in the agreement, the firm must specifically describe the reasons for the exceptions and propose in its Proposal alternative language for review and consideration by the Airport.</p>	<u>5</u>
<b>Total Points</b>	<b>100</b>

Spokane Airports intends to enter into contract negotiations with the proposer who in the sole judgment of Spokane Airports is best suited to fulfill the scope of services.

### Interviews

Proposers may be required to participate in an interview with and/or make a presentation to a selection committee and/or other Airport personnel with the date and time to be determined in or around the target date provided in the tentative schedule. At such 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**

**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 RFSQE must be received by the Airport no later than the deadline noted on page 1 of this RFSQE. Submittals must be delivered to the address indicated on page 1 of this RFSQE.

**Late Proposals:** Submittals will not be accepted by the Airport after the date and time specified on page 1 of this RFSQE. In the event that a Submittal is delivered after the deadline, it will not be accepted or considered and will be returned unopened. The Airport will not be liable for delays in delivery of Submittals due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Submittals may be delivered in person or by a delivery service. No verbal, fax, electronic (e.g. e-mail), telegraphic or telephonic Submittals will be accepted.

### **Submission Requirements:**

- Submittals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the individual or firm and should be marked with the name of this RFSQE as indicated on page 1 of the RFSQE.
- The bound Submittal 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 Submittals.
- The Airport encourages "double side" the printing of Submittals; however, for the purposes of any page limitations of the Proposal outlined in the RFSQE, one side of a printed page is considered one page. The Airport will not review or evaluate pages in a Submittal that are in excess of the page number limitation.
- All submittals shall be considered valid for a period of one hundred twenty consecutive calendar (120) days from the submittal closing date and shall contain a statement to that effect. Timely submittals received shall be subject to applicable laws and regulations governing public disclosure. Any information received within the submittal will be considered part of the public record of this RFSQE process.

**Organization of Submittals:** Submittals must address each of the evaluation criteria in this RFSQE in a clear, comprehensive, and concise manner. Submittals 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 this RFSQE. Submittals should be prepared as simply as possible and provide a straight-forward, concise description of the individual's or firm's capabilities to satisfy the requirements of this RFSQE. 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 shall not exceed thirty (30) pages.





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

**Questions About this RFSQE:** Questions regarding this RFSQE should be addressed solely to the individual identified on page 1 of this RFSQE and to no other persons. Questions must be submitted in writing prior to the deadline indicated on page 1 of this RFSQE. It will be the sole responsibility of individuals or firms making a submittal to ensure questions are delivered before the deadline established in the schedule. Responses to questions, other clarifications and/or addendums will be posted on the Airport's website as addenda per the schedule on pages 1 and 5 of this RFSQE. The Airport may determine that an individual or firm is disqualified if they have had contact with any other representative of the Airport staff or Board members.

**Addenda:** Verbal communications and emails from the Airport, staff, agents, Board members, employees or outside advisor, or any other person associated with this RFSQE shall not be binding on the Airport and shall in no way modify any provision of the RFSQE. Only formally issued addenda shall modify the terms of this RFSQE. Any addenda issued for this RFSQE will be published at the following website address: <https://business.spokaneairports.net/bids/>. Individuals or firms making submittals are responsible for checking the website for any addenda. If you are unable to download the addenda, you may contact the individual noted on page 1 of this RFSQE. Receipt of addenda must be acknowledged on the Submittal Information Form that must be included with the Submittal.

## **Selection Process**

**Selection Process:** The Submittals will be reviewed by an evaluation committee and the highest rated firms may be invited to an interview. The individual or firm judged to have the most preferred submittal will be invited to enter into general negotiations with the Airport. If the Airport and the selected firm cannot agree on terms the Airport may terminate negotiations and enter into negotiations with another firm.

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

1. To waive as an informality any irregularities in Submittals and/or to reject any or all Submittals.
2. To extend the date for delivery of submittals.
3. To request additional information and data from any or all individuals or firms desiring to make a Submittal.
4. To supplement, amend, or otherwise modify the RFSQE through issuance of addenda.
5. To cancel this RFSQE with or without the substitution of another RFSQE.
6. To reissue the RFSQE.



7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the Submittals.
8. To not select the highest rated firm if the proposed cost estimates are excessive.
9. To reject any Submittal in the event that the Airport's analysis of the individual or firm's financial status and capacity indicates, in the Airport's judgment, that the individual or firm is not able to successfully perform the work.
10. To cancel the RFSQE process in the event only one Submittal is received by the deadline at the Airport's option.

**Reference Checks:** The Airport reserves the right to conduct reference checks for individuals or firms making Submittals, either before or after Submittals have been evaluated, and/or after interviews have been held. In the event that information obtained from the reference checks reveals concerns about an individual or firm's past performance or their ability to successfully perform the contract to be executed based on this RFSQE, the Airport may, at its sole discretion, select a different firm.

### **Administrative Requirements**

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

### **Public Disclosure:**

1. **Property of Airport:** Submittals made to the Airport shall become the property of the Airport and shall not be returned.
2. **Submittals are Public Records:** Pursuant to Chapter 42.56 RCW, Submittals made under this RFSQE shall be considered public records and may be made available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, Submittals 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. **Indemnification by Individuals or Firms Making Submittals:** To the extent that the Airport withholds from disclosure all or any portion of Submittal documents in response to a request for disclosure pursuant to Ch. 42.56 RCW, the individuals or firms that provided such Submission that was not disclosed 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.



4. **No Claim Against Airport:** By making a submittal under this RFSQE, individuals or firms consent to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

**Basic Eligibility:** Individuals or firms making a Submittal under this RFSQE must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number, as well as all necessary licenses, permits, approvals necessary to perform all requiring services. In addition, individuals or firms making a Submittal under this RFSQE must not be debarred, suspended, or otherwise ineligible to contract with the Airport, and must not be on the federal government's or state government's list of firms suspended or debarred from working on federally or state funded projects.

**Non-Discrimination:** All individuals or firms making a Submittal under this RFSQE will be discriminated against on the grounds of race, color, age, sex, or national origin in consideration for an award issued pursuant to this RFSQE.

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 individual or firm and the individual or firm must inform all sub-consultants of this provision.

**Other Contracts:** During the original term and any subsequent renewal terms of the contract resulting from this RFSQE, 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 RFSQE.

**Funding Availability:** By responding to this RFSQE, the individuals or firms making a Submittal acknowledge that for any contract signed as a result of this RFSQE, the authority to proceed with the portions of work outlined in this RFSQE may be contingent upon the availability of funding in the Airport's operating budget.

**Prohibition Against Lobbying:** Individuals or firms making a Submittal 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 RFSQE or its written Submittal. Individuals or Firms making a Submittal to this RFSQE, their 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 intentionally or unintentionally, will result in disqualification of the individual or firm and rejection of the written Submittal.

**Insurance:** Prior to execution of a Contract for services under this RFSQE, the successful individual or firm 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 attached as part as this RFSQE. The cost of insurance must be factored into the cost proposal.



## Attachment A Spokane Airport Board

### Request for Statements of Qualifications & Experience (RFSQE) for STATE LEGISLATIVE AFFAIRS CONSULTING SERVICES

#### SUBMITTAL INFORMATION / AFFIRMATION FORM

Name of Individual or 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, 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 RFSQE;
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 RFSQE;
5. The individual or 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.
6. This proposal is valid for a period of one-hundred twenty consecutive calendar (120) days from the closing date of this RFSQE.

*Note: This Submittal Information Form must be completed as part of the written Submittal.*

