



## Spokane Airport Board

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

### Request for Statements of Qualifications and Experience (RFSQE) for Federal Government Affairs Consulting Services

January 2025

#### GENERAL OVERVIEW

Contact Person for this RFSQE		
Questions should be directed <b>only</b> to:	Telephone number: 509-455-6470	
<i>Todd Woodard</i> Director of Marketing/Public Affairs	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, January 31, 2025</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, Wednesday, February 5, 2025</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 Federal Government Affairs Consulting Services</b> ".  Deliver to: Spokane International Airport Attn: Todd Woodard 9000 W. Airport Drive, Room 204 Spokane, WA 99224	Date:  <i>02/18/2025</i> <i>(Tuesday)</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)**

### **FEDERAL GOVERNMENT 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 Federal Government Affairs Consulting Services in a variety of airport-related matters for the Airport for the next three (3) years, commencing approximately April 1, 2025 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 \$150 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 seven airlines and three air cargo carriers. The airport recorded 4,131,266 total passengers and 77,408 U.S. air cargo tons in 2023. It is the second largest commercial service airport in the State of Washington and is recognized by the FAA as a small hub. To meet the needs of current and forecasted future passenger traffic, the Airport has been developing plans to expand and modernize the terminal facility. These efforts have culminated in the Terminal Renovation and Expansion (TRES) Program. The first phase of the TRES Program is the Concourse C West Expansion Project, which is scheduled to be operational during the first week of June 2024 and will add three new gates and nine new ticket counter positions. The second phase of the 144,000-square-foot, \$150



million expansion, will be the East Expansion, which will provide 3 additional gates, new and expanded concessions area, and a modernization of the existing three gates. The next project of the TREX program is the construction of a Central Hall facility that will feature consolidated baggage claim and passenger security screening as well as an elevated walkway that will connect all three concourses for the first time.

Felts Field is a 400-acre general reliever airport that had 70,218 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.

The Airport Area 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, covers a 9,000-acre area in and around the Airport's boundaries, that can provide a physical infrastructure (structure, roads, utilities, etc.) and has a financing model 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, expanding and recruiting commerce in the immediate vicinity of the Airport. The Airport envisions the Airport Area as world-class, aerospace-focused transportation, logistics, and advanced manufacturing center.

The importance of the Airport Area can also be seen through significant investments from the state and federal government in a Rail-Truck Transload Facility located approximately two miles west of the passenger terminal. In 2017, the Washington State Legislature provided \$2 million to help extend rail track from the existing Geiger Spur onto Airport property and allocated an additional \$1.5 million in the 2022 legislative session to further extend transload-related rail. In addition, U.S. Senator Maria Cantwell provided \$1 million in Community Directed Spending for heavy-duty concrete rail crossings that will further open the east side of the Rail-Truck Transload Facility, a land area of over 500 acres, to rail-related development. The Washington State Department of Transportation also spent \$26 million to reconstruct the two major Interstate 90 interchanges providing direct access to the Airport Area. Additionally, the U.S. Department of Transportation awarded a \$14.3 million BUILD grant to improve the infrastructure of Geiger Boulevard, which serves Amazon's 2.6MM square foot Fulfillment Center, as well as an \$11.3 million BUILD grant towards the development of the Airport's Rail-Truck Transload Facility. In 2025, Spokane County intends to realign Craig Road, a North/South arterial, and remove two 90-degree turns to further facilitate the efficient movement of truck traffic to and from the Rail-Truck Transload Facility and the Airport's substantial land holdings. The Rail-Truck Transload Facility, which was



completed in the Summer 2024 will offer multimodal freight movement services to meet the increased demand for a larger transportation network from the area's diverse commercial and industrial sectors.

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);" which has rebranded as the Northwest I90 Manufacturing Alliance, has led the State's largest aerospace trade association, the "Aerospace Futures Alliance of Washington;" were a foundational supporter that led to the Tech Hub designation for the American Aerospace Manufacturing Materials Center, and has been active in supporter 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.

The Airport Area borders Fairchild Air Force Base, which is a work site of nearly 13,000 and is the largest air refuelling base in the country. It has more KC-135 tankers than anywhere in the United States, and well in excess of 1,000 maintainers can be found working in a variety of mechanical, maintenance, equipment and technology shops to support the maintenance and upkeep of the KC-135 fleet.

Over the last eight years, the Airport has contracted for Federal Government Affairs representation in Washington, DC. 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, particularly with House and Senate Committees of jurisdiction, 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 the creation of strategic infrastructure programs in the Bipartisan Infrastructure Law, particularly, the Airport Terminals Program, and encouraged the expansion of the federal Contract Tower Program. By way of background, the Air Traffic Control Tower at Felts Field is operated by a federal contractor.

## Scope of Services

The Airport is seeking proposals for Federal Government 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 federal 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 Congress, particularly the Washington and Idaho delegations, Federal aviation-related agencies (i.e., USDOT, FAA, DHS, TSA), and demonstrated knowledge and track record advocating on public policy matters in Washington, DC.

### **Scope of Federal Government Affairs Services (the “Project”)**

1. Serve as a liaison for the Airport and make follow-up contact with Congressional staff as appropriate to check the status of appropriations and Community Directed Spending requests and report in writing the status of such requests. Proactively provide the appropriate forms for submitting CDS requests, the timeline for submission, and follow-up as necessary with Congressional and Committee staff.
2. Assist in identifying opportunities for participation in policy roundtables and Congressional committee testimony.
3. Assist in scheduling meetings either virtually or in person with the leadership of Federal aviation-related agencies (including but limited to, USDOT, FAA, DHS, and TSA) as needed for regulatory or other issue engagement.
4. Assist in securing permits, authorizations, approvals, etc., that are required from the Federal government or any of its agencies.
5. Advocate on behalf of the Airport to support legislation on specific bills and issues of interest and benefit to the Airport and make follow-up contact with Congressional members, key Congressional staff, and executive agencies as appropriate to check the status of such legislation.
6. Coordinate the Airport’s Federal legislative activities with comparable activities of other airport trade groups and similar aviation-related interests.
7. Assist in developing and presenting the Airport’s annual Federal Affairs Priorities to the Airport Board typically in November or December.
8. File quarterly activity reports, as required by law, with the Clerk of the U.S. House of Representatives and the Secretary of the U.S. Senate.
9. Provide reports or presentations as directed.
10. Keep informed of the projects and activities of the Airport and advise of pending legislation or regulations that might materially impact those projects and activities.
11. Keep informed of the projects and activities of various Federal agencies and advise of possible programs and activities for which the Airport may make application. In particular, identify Federal infrastructure grant programs, such as RAISE, CRISI, or the Airport Terminals Program, provide strategy, and follow-up to ensure to the greatest extent possible a successful, funded application.



12. Proactively identify, prioritize, and monitor issues and opportunities for the Airport with respect to items under consideration by Congress and Executive branch agencies.
13. Monitor all Federal legislative and agency proposals to determine possible impacts or opportunities to the Airport.
14. Establish and maintain effective working relationships with Federal agencies as well as members of Congress with an emphasis on the Washington and Idaho delegations, their respective staff, and the professional staff of strategic committees of jurisdiction in the Senate and House.
15. Perform other assigned services not specifically enumerated but similar in nature to those included in this Scope of Service as needs are identified by the Airport.
16. Meet with Airport staff at Airport offices a minimum of once per year, more often if requested by the Airport CEO or designee, to discuss activities, issues, and strategies.
17. Maintain regular contact with, and be easily accessible to, the Airport's CEO, Director of Marketing and Public Affairs, and other designated Airport staff via telephone, web conference, written memorandum, and/or e-mail.
18. Coordinate with other lobbyists, counsel, and interested parties in advocacy efforts and also assist in coalition building.

*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.*

## Schedule

The following is the tentative schedule for this RFSQE process:

Date/Time (as applicable)	Description
01/15/2025	Advertisement & Post on GEG Website
01/31/2025 1:00 PM Local Time	Deadline for Submission of Questions
02/05/2025 2:00 PM Local Time	Target for Airport's Posting of Addenda
02/18/2025 4:00PM Local Time	Submittal Deadline (Due Date)
02/26/2025	Target Notification of Status
03/10/2025	Target Interviews, if requested by the Airport
03/12/2025	Target Selection of Most Preferred Individual or Firm
	Contract Negotiation
03/20/2024	Airport Board Approval of 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 Washington, DC, as well as other areas necessary or relevant to the scope of services, to serve as the contact for Congressional offices, 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, securing infrastructure funds, and working with Federal aviation-related agencies regarding regulatory issues.
  - d) A section describing how the individual or firm promotes client interests to the Congressional offices and Congressional committees of jurisdiction.
  - e) A section describing experience, if any, in the Federal government, as a member of Congress, Congressional staff member, regulator, or Federal employee. Provide details on length of service, number of years served, to whom proposer reported, and reason for leaving.
  - f) A section describing relevant background or experience of the firm or individual relative to any actual or anticipated changes in members of Congress, Congressional offices, Congressional Committees of jurisdiction and corresponding staff, executive branch officials or Federal employees as a result of any election in November 2024.
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 Washington-based lobbying work, the successful proposer would be expected to travel to Spokane to assist with establishing annual federal legislative priorities and presenting to 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:

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





<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 meeting(s) in Spokane.</p> <p>Note: In practice, before 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 as Attachment B. 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.
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 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 FEDERAL GOVERNMENT 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.*



## Exhibit B – Sample Contract

Contract #00-00-0000

### PROFESSIONAL SERVICES AGREEMENT

for

Project Description, Project #00-00-0000

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as “Airport,” and \_\_\_\_\_, a Company organized and incorporated in the State of \_\_\_\_\_, hereinafter referred to as “Consultant.”

Consultant shall provide professional services for the \_\_\_\_\_, Project #00-00-0000, at the Spokane International Airport / Felts Field / Airport Business Park. Said services shall be in accordance with the Scope of Work - Exhibit A, dated \_\_\_\_\_, 2025, attached hereto.

#### WITNESSETH:

The parties hereto agree as follows:

1. **TERM:** The term of this Agreement shall be three (3) years commencing \_\_\_\_\_ and expiring on \_\_\_\_\_. The Airport shall have the option to renew this Agreement for two (2) additional one (1) year term(s), providing that the work performed under this Agreement has been fully satisfactory as determined solely by the Airport. Such options shall be under the same terms and conditions contained herein except for the financial consideration and scope of work, which may be renegotiated as set forth in Article 3 – COMPENSATION and Scope of Work – Exhibit A, attached hereto. Said option(s) may be exercised by written notice from the Airport to the Contractor not later than thirty (30) days prior to the expiration of the current term.
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 \_\_\_\_\_, 2025, attached hereto. The negotiated fee for said services shall be for a lump sum amount of \$\_\_\_\_\_.

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



4. PAYMENT: Consultant will send its applications for payment to:

Spokane International Airport  
Attn: \_\_\_\_\_ #00-00-0000  
9000 W. Airport Drive, Suite 204  
Spokane WA, 99224

5. TERMINATION: Airport may terminate this Agreement by thirty (30) days' written notice to the other party and Consultant may terminate this Agreement by sixty (60) days' written notice; provided, however, the party seeking to terminate this Agreement shall not be in default. In the event of such termination, the Airport shall pay Consultant for all services rendered and expenses incurred prior to date of termination. The Airport is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions on the part of Consultant.
6. COMPLIANCE WITH LAWS: Consultant shall comply with all applicable federal, state, and local laws, regulations and executive orders which are incorporated by reference.
7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The Consultant certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from participation in this transaction by any Federal or State 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 their 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 aerospace 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 \$1,000,000.00, 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, automobile including owned, non-owned, leased and hired, 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 \$1,000,000.00, combined single limit or split limits equal to and not less than \$1,000,000.00, 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.

Attachments:

Exhibit A: Scope of Work

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 #: \_\_\_\_\_