



Spokane Airport Board

Request for Proposals (RFP) #23-45-1804

DIGITAL CONTENT MANAGEMENT

RFP Release Date: October 12, 2023

VIRTUAL PRE-PROPOSAL MEETING
<p><u>MANDATORY</u> for all Respondents Wednesday, October 18, 2023, at 1:00 PM https://us06web.zoom.us/meeting/register/tZwkd-2opj4jHNyuYo82iUbqQJzmZMBV111 <i><u>PRE-REGISTRATION IS REQUIRED</u></i></p>
CONTACT PERSON FOR QUESTIONS
<p><u>Questions must be directed only to:</u> Margaret Merin, CPPB Contract & Procurement Specialist mmerin@spokaneairports.net</p>
DEADLINE FOR SUBMISSION OF QUESTIONS
<p>Questions must be submitted to the individual named above no later than: October 20, 2023, at 2:00 PM</p>
PROPOSAL SUBMISSION PLACE AND DEADLINE
<p><u>Solicitation Due Date and Time:</u> October 27, 2023, at 2:00 PM <u>Electronic Submission of Proposals to:</u> Spokane International Airport https://app.smartsheet.com/b/form/862683ccd314486a963fca25b1c1b5ec</p>

Advertised in The Spokesman Review:
October 12, 15, and 18, 2023

Posted on the Spokane Airports website, at:
<https://business.spokaneairports.net/rfp/>

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LIST OF ABBREVIATIONS

Airport.....	Spokane Airport Board
BIDS.....	Baggage Information Display System
CEO	Chief Executive Office
COO	Chief Operating Officer
DCM	Digital Content Management
FAA	Federal Aviation Administration
FIDS.....	Flight Information Display System
GIDS	Gate Information Display System
LIDS	Lane Identification Display System
RCW	Revised Code of Washington
RFP	Request for Proposal
SIA	Spokane International Airport
UBI	Unified Business Identifier

Background Information

The Airport contracts Digital Content Management (“DCM”) services in various areas of Spokane International Airport (“SIA”). The contract covers DCM services including flight and ground operations information services for airport and airline operations, various flight information displays, airport wayfinding, SIA web page flight and ground information feeds, and pre-recorded FAA and TSA public address announcements.

Scope of Work

The Airport invites experienced and qualified airport Content Management companies with at least five years of experience with airport flight and ground operation data feeds and displays including, but not limited to, FIDS, GIDS, LIDS, BIDS, Airport Web Page flight information data feeds, Airport wayfinding displays, and pre-recorded FAA/TSA public address announcements and to provide the necessary hardware, software, monitoring, maintenance, updates, and upgrades to these systems by this Request for Proposal.

Funding Source(s)

Grant and/or Federal funds will not be used for the work under this RFP.

Term of Contract

Firm fixed price contract for a term of twelve (12) months beginning on December 1, 2023, and ending November 30, 2024, with four (4) twelve-month term extension options, at the sole discretion of the Airport.

Schedule

The following is the schedule for this RFP process. Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only. The Airport reserves the right to modify the schedule through written addenda.

Date	Description
October 12, 2023	Issue Date of RFP
October 18, 2023, at 1:00 PM	MANDATORY Pre-Proposal Meeting
October 20, 2023, at 2:00 PM	Deadline for Submission of Questions
October 24, 2023, at 5:00 PM	Deadline for Airport’s Response to Questions Asked
October 27, 2023, at 2:00 PM	Proposal Submission Deadline (Due Date)
Week of October 30, 2023	*Interview Finalists (if conducted)
Week of November 6, 2023	*Negotiations
November 24, 2023	Successful Offeror Execution of Contract
November 16, 2023	Recommendation to Airport Board for Award
November 30, 2023	Airport Execution of Contract
December 1, 2023	Commencement of Services Under the Contract

Submission Requirements

Pre-Proposal Meeting: Those interested in responding to the Request for Proposals (RFP) are required to participate in a Pre-Proposal Meeting to be held on Wednesday, October 18, 2023, at 1:00 PM via ZOOM Pre-registration link: <https://us06web.zoom.us/meeting/register/tZwkd-2opj4jHNyuYo82iUbqQJzjmZMBV1I1>. Pre-registration is required for attendance purposes. Any proposal submitted by an offeror which did not attend this pre-proposal meeting will be rejected.

Proposal Submission Deadline: One (1) electronic copy of the Proposal, in searchable Adobe PDF format, in response to the information requested in the Evaluation Criteria section of this RFP.

- Proposals must be received by the Airport no later than October 27, 2023, at 2:00 PM through form submission to:
<https://app.smartsheet.com/b/form/862683ccd314486a963fca25b1c1b5ec>
- Upon receipt of the electronic submission, a receipt email will be issued confirming your submission.
- Late Proposals: Proposals will not be accepted by the Airport after the date and time specified in the Schedule of this RFP. In the event that a Proposal is delivered after the Proposal submission deadline, the Proposal will not be accepted or considered. It is the Respondent's responsibility to ensure The Airport has received their submission. The Airport will not be liable for proposals that may be sent, but not received due to technical issues.

Proposal General Format: All materials submitted SHALL become a part of the proposal and may be incorporated in a subsequent contract between the Airport and the selected Offeror. All responses/submittals to this RFP SHALL be made in accordance with the format outlined below. Failure to submit in the requested format or failure to submit all the required forms may cause a proposal to be deemed non-responsive. The format for the proposal includes the following:

- Shall be written in the English language.
- Formatted to the standard 8 ½" x 11" paper size using the format that is specified and required in this RFP and each Submittal Form.
- Use Arial or Calibri font and must have a minimum font size of 10.
- No more than 16 pages not including required forms. The Airport will not review or evaluate pages in a Proposal that are in excess of any RFP page number limitation for a specific section of the Proposal.

Organization of Proposals: Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposals must be clearly separated, labeled by response to specific evaluation criteria and addressed in the same order as included in the RFP. Offerors are further advised that lengthy or wordy submissions are not necessary.

Clear and Responsive Proposals: The Airport has made every effort to include enough information within this RFP for a Company to prepare a responsive Proposal. Offerors 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 Margaret Merin at mmerin@spokaneairports.net. Questions must be asked prior to the deadline October 20, 2023, at 2:00 PM. The Airport may determine that a Proposal is non-responsive if the Offeror has had contact with any other representative of the Airport.

Addenda: Oral communications and emails from the Airport, its staff, agents, Airport members, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Airport and shall in no way modify any provision of the RFP. Only formally issued addenda shall modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address <https://business.spokaneairports.net/rfp/>. Offerors 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 Margaret Merin at mmerin@spokaneairports.net. Receipt of addenda must be acknowledged by Offerors on the Proposal Information Form that must be submitted with the Proposal.

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 Offeror must include in its Proposal the information noted in the evaluation criteria and must demonstrate how the Company meets the evaluation criteria.

<u>Evaluation Criteria</u>	<u>Weighting (Maximum Points)</u>
<u>MINIMUM REQUIREMENTS</u>	
1) <u>Eligibility: Minimum requirement:</u> Offeror must provide evidence of at least five years of experience with airport flight and ground operation data feeds and displays including, but not limited to, FIDS, GIDS, LIDS, BIDS, Airport Web Page flight information data feeds, Airport wayfinding displays, and pre-recorded FAA/TSA public address announcements	Pass/Fail
2) <u>Standard Contract Language:</u> The Airport intends to utilize its standard Service Contract for this project. Each Company must affirm in its Proposal that the terms and conditions of this Contract are acceptable.	Pass/Fail
<u>SELECTION CRITERIA</u>	
3) <u>Proposal Information Form:</u> The Proposal Information Form, included in Form A, B and C to this RFP, must be completed, submitted, and signed as part of your Proposal.	5
4) <u>Qualifications and Relevant Experience:</u> Evaluation of responses to Form B - Questionnaire.	25
5) <u>Technical Capability, Approach and Capacity:</u> Evaluation of responses to Form B - Questionnaire.	25

<u>Evaluation Criteria</u>	<u>Weighting (Maximum Points)</u>
6) <u>Communication, Customer Services, and Training</u> : Evaluation of responses to Form B - Questionnaire.	10
7) <u>Risk, Performance and Quality Assurance</u> : Evaluation of responses to Form B - Questionnaire.	10
8) <u>Proposed Cost</u> : The proposed cost as per Form C. The Airport reserves the right to negotiate the cost with the selected Company.	25
Total Points	100

Selection Process

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

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 Offerors.
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 Company 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 Offeror's financial status and capacity indicates, in the Airport's judgment, that the Company is not able to successfully perform the work.
10. 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 of Company's 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 Company'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 Company whose reference checks validate the ability of the Company 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 Company has performed work for the Airport, even if the Company did not identify the Airport as a reference and may conduct reference checks with others not identified by the Offeror.

Interviews

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

Protest and Appeal Procedures

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

1. RFP: Any protest related to the requirements of this RFP must be received by the RFP Contact Person no later than two (2) business days before the proposal submittal deadline.
2. Awards: Any protest related to the award of a contract based on this RFP or protest of a decision by the Airport to reject a proposal must be received by the Airport's Contract & Procurement Specialist within two (2) business days after notification to the protesting party that it was not awarded a contract, or its proposal was rejected.

Form and Manner of Filing:

1. In Writing: All protests and appeals must be in writing, signed, and specify the reasons and facts upon which the protest or appeal is based. Failure to raise any reason or fact upon which the protest or appeal is based shall constitute a waiver and/or forfeiture of such reason or fact for protest or appeal.
2. File protest of award with the Airport's Contract & Procurement Specialist: All protests and appeals must be filed with Spokane International Airport, Attention: Margaret Merin, 9000 W. Airport Drive, Suite 209, Spokane, WA 99224.

Airport's Review of Protests and Appeals

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

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

Administrative Requirements

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

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 Offeror.
2. Proposals are Public Records: Pursuant to Chapter 42.56 RCW, Proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, Proposals shall be considered public documents and available for review and copying by the public after an award of contract is made by the Airport Board.
3. Public Records Exemption: Any proprietary information included in the Proposal that the Offeror wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as “Confidential” in the Proposal. In addition, the Offeror must provide the legal basis for the exemption to the Airport.
4. Proposals Not Marked as Confidential: If a Proposal does not clearly identify the confidential portions, the Airport will not notify the Offeror that its Proposal will be made available for inspection and copying.
5. Process for Disclosing Information: If a request is made for disclosure of material or any portion marked “Confidential” by the Offeror, the Airport will determine whether the material should be made available under the law. If the Airport determines that the material is not exempt and may be disclosed, the Airport will notify the Offeror of the request and allow the Offeror ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Offeror fails or neglects to take such action within said period, the Airport may release the portions of the Proposal deemed subject to disclosure.
6. Indemnification by Offeror: To the extent that the Airport withholds from disclosure all or any portion of Offeror’s documents at Offeror’s request, Offeror shall agree to fully indemnify, defend, and hold harmless the Airport from all damages, penalties, attorneys’ fees and costs the Airport incurs related to withholding information from public disclosure.
7. No Claim Against Airport: By submitting a Proposal, the Offeror consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

Basic Eligibility: The successful Offeror 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 Offeror must not be debarred, suspended, or otherwise ineligible to contract with the Airport, and must

not be on the federal government's list of Company's suspended or debarred from working on federally funded projects.

Non-Discrimination: All Offerors will be afforded the full opportunity to submit Proposals in response to this RFP, and no person or Company 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 Offeror 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 Offeror 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 Offeror 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. Offerors, the Offeror'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 an Offeror, intentionally or unintentionally, will result in disqualification of the Offeror and/or rejection of a written Proposal.

Insurance: Prior to execution of a Contract for services under this RFP, the successful Offeror 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.

END OF REQUEST FOR PROPOSAL

SUBMITTAL FORM A – Proposal Information Form

This section is to be completed by the Offeror.

The undersigned offers and agrees, if this offer is accepted within 90 calendar days from the due date, to furnish all items upon which prices are bid, at the prices set forth in this quotation, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this Request for Proposal.

Name of Offeror:	Contact Individual's Name:
Address of Contact Individual:	
Phone Number of Contact Individual:	E-mail Address of Contact Individual:
State of Washington UBI Number:	Offeror's License Number (if applicable):
Receipt is hereby acknowledged of Addenda No(s):	

OFFICIAL AUTHORIZED TO SIGN FOR RESPONDENT:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct and accept the terms and conditions of SIA Contract":	
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

SUBMITTAL FORM B – Questionnaire

This section is to be completed by the Offeror.

PROPOSAL Offeror Name: _____

Offeror shall complete this “Questionnaire” providing the information in the same order requested below. Offeror may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

Qualifications and Relevant Experience

- Briefly describe your company history, how long has the company been in business and what company key personnel will be assigned to this account and their experience history.
- Offeror shall provide evidence of:
 - Five (5) years’ current experience managing comparable size contracts.

Technical Capability, Approach, and Capacity

- Provide a brief narrative demonstrating your understanding of the expectations of this contract and how your company will strive to achieve those expectations.
- Briefly describe your company’s staffing structure as it will apply to this contract. Provide the number of your employees that will be directly assigned to this contract including the roles and responsibilities.
- How much of the work outlined in this contract will be performed by employees of your company or will any of this work be subcontracted to a third party?
- Include a description of your company’s procedures of quality assurance and inspection.
- What improvements will we notice as a result of your company efforts under this contract?

Communication, Customer Services, and Training

- Describe how your company/project manager will keep SIA timely informed of any issues related to delivering the services described in this RFP.
- Describe your company’s customer service approach including how your company responds to service complaints?
- Describe your on-going training of your staff to ensure working knowledge as applicable to this contract.

Risk, Performance, and Quality Assurance

- Submit no more than three (3) completed relevant project experiences (within the past five years) that demonstrate successful contract performance experience. Job experience and references may be verified prior to final selection of successful "responsive" bidder. Include the following for each reference (include government experience):
 - Company name and full address
 - Point of contact name, title, e-mail address, and phone number
 - Contract title, number, start and completion dates.
 - Contract description & order / service details

SUBMITTAL FORM C – Cost Proposal

This section is to be completed by the Offeror.

The Offeror is required to provide a clear breakdown as indicated in this Submittal Form. The Offeror’s Total Project Cost shall include the cost for everything that is necessary to meet the intent of the Owner as described in this RFP, including, but not limited to: materials, products, labor, subcontractors, suppliers, equipment, applicable taxes, fees, overhead, profits, travel, direct and indirect costs, etc. Pricing shall include complete shipment and delivery of all equipment to the project site unless otherwise stated. All Federal, State, Provincial and Local taxes, fees, assessments, and tariffs and the cost of all required insurance are included in this Proposal Cost. If selected to perform this work, the Offeror agrees, as a condition of this proposal, to submit evidence satisfactory to the Owner of financial ability to perform all work covered by this proposal.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
1	Annual Maintenance and Support	12 Months	\$	\$
2	Special Support Labor	25 Hours	\$	\$
Total Cost:				\$

SAMPLE CONTRACT

THIS SERVICE CONTRACT made and entered into this [Day] day of [Month], 20[YY], 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 [Contractors legal name], a Corporation organized and existing under the laws of the State of [State of Incorporation], hereinafter referred to as "Contractor";

WITNESSETH

WHEREAS, the Airport Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA", located in the City and County of Spokane, State of Washington, and is authorized to enter into contracts for goods and services and grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the parties hereto desire to enter into a Service Contract, hereinafter referred to as "Contract," granting the Contractor the use, together with others, of SIA and its appurtenances for the purpose of providing Digital Contract Management service for the Airport.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows effective December 1, 2023:

1. TERM

The term of this Contract shall be one (1) year commencing December 1, 2023, and expiring on November 30, 2024. The Airport shall have the option to renew this Contract for four (4) additional one (1) year term(s), providing that the work performed under this Contract has been fully satisfactory as determined solely by the Airport. Such option(s) 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 2 - FEES, Paragraph B. Said option(s) may be exercised by written notice from the Airport to the Contractor not later than [sixty (60) days] prior to the expiration of the current term.

2. FEES

A. For the term commencing December 1, 2023, and expiring on November 30, 2024, the Airport shall pay the Contractor a [monthly fee of ___ (\$___)]. Said monthly fee does not include Washington State Sales Tax in accordance with the terms set as per proposal document Attachment [A]. Contractor shall submit to Airport a detailed invoice of all fees, charges or costs for the preceding month, and payment by Airport shall be due thirty (30) days after Airport's receipt of such detailed invoice.

B. Fees quoted shall be firm for the first-year term of the Contract. If the Airport exercises the option to renew, acceptance of a fee changes for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within [thirty (30) days] prior to the expiration of the current term, said option will be null and void. Agreement on any price change shall remain firm for the renewal year. Price changes for any option periods shall not exceed provable changes in expenses for labor and materials by the Contractor. All amendments or modification to this Contract,

including but not limited to a fee change, shall be mutually agreeable and set forth in a separate writing executed by both Contractor and the Airport.

C. Prevailing wages are not required for this Contract.

D. The total value of this contract for any and all services pursuant to FEES, for the one (1) year commencing December 1, 2023, and expiring on November 30, 2024, shall not exceed [____] (\$____)] excluding Washington State Sales Tax.

3. SCOPE OF WORK

All work will be accomplished per Attachment A attached hereto and made a part hereof.

4. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this Contract. The Airport is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the Airport for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the Airport provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the Airport being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Airport pursuant to the provisions of the proposal under which the services and work were let to the Contractor.

5. CONTRACTOR'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

A. Contractor is required to be an authorized provider of the work set forth in Attachment A and hold all applicable licenses necessary for the same, and Contractor's work shall comply with all applicable rules and regulations pertinent to the work set forth in Attachment A.

B. Subject to and in accordance with all applicable laws and ordinances and such reasonable rules and regulations as may be adopted by the Airport for the regulation thereof, Contractor may, together with others, use [SIA and ABP & Felts] and its appurtenances, if necessary, for the purpose of providing the Airport with the work set forth in Attachment A. The privileges granted hereby shall be non-exclusive and include without limiting the generality thereof.

C. Contractor's equipment, used by the Contractor shall be maintained at Contractor's sole expense, in good, safe, and operative order, and in a clean and neat condition.

D. Personnel performing services at SIA shall be neat, clean, and courteous. Contractor shall not permit its agents, servants, or employees to conduct business or otherwise act in a loud, noisy, boisterous, offensive, or objectionable manner.

E. Contractor shall observe and comply with any and all applicable Airport, federal, state, and local laws, statutes, ordinance, and regulations and shall abide by and be subject to all reasonable

rules and regulations which are now, or may from time to time, be promulgated by any federal, state, or local government or agency thereof.

F. Contractor shall be responsible for all its expenses in connection with its operation at SIA and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Contractor, and secure all such permits and licenses as may be lawfully required.

G. All vehicles shall display signs on both exterior sides of the vehicle doors identifying Contractor's business. Signs shall be no smaller than 8-1/2" by 11."

6. SECURITY

A. Contractor recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542 and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of SIA. Contractor shall comply with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Contractor shall pay any forfeitures or fines levied upon it, the Airport or SIA through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state, or local regulation, due to the acts or omissions of Contractor, its employees, agents, suppliers, invitees, or guests and for any attorney fees or related costs paid by the Airport as a result of any such violation.

B. Contractor shall abide by rules and regulations adopted by the Airport in carrying out the Airport's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the Airport deems necessary from time to time. Contractor shall obtain SIA identification badges for all personnel working in restricted areas, which will require each worker to complete the SIA ID Card Application Form, available from the SIA Police. The applicant must submit his/her fingerprints for a criminal history check, for which the current cost is \$60.00. Contractor shall also pay a \$40.00 fee for the issuance of a new badge and the renewal of each ID Badge. The cost shall be the responsibility of the Contractor. The cost may be amended by the Airport from time to time. The Contractor shall deliver to the SIA Police Department in writing the names, mailing addresses and telephone numbers of all employees performing services under this Contract. Any change in personnel shall be reported to the Airport and the SIA Police Department. The Contractor shall be responsible for the prompt recovery of Airport keys and security identification badges.

C. Pursuant to applicable federal regulations, Contractor shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Contractor, its employees, agents, suppliers, invitees, sub-contractors, or guests. Contractor shall provide the Airport with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

D. The Contractor will comply with rules, practices, security restrictions and regulations as set forth by the Airport or any agency having jurisdiction at SIA. Any fines assessed against the Airport as a result of the Contractor's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Contractor, its employees or agents will be paid promptly, upon demand, to the Airport by the Contractor.

E. All employees assigned by the Contractor shall be physically able to do their assigned work. The Airport shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to SIA. Contractor shall not permit any employee to begin work until SIA Police grants clearance to each individual employee.

F. Contractor employees shall identify, challenge, and report all unauthorized personnel (anyone without proper SIA-issued identification) to SIA Police Department in the SIA Terminal during all hours. NOTE: SIA Police are in Terminal twenty-four (24) hours per day, seven (7) days per week.

8. INDEMNITY AND WAIVER OF DAMAGES

A. The Contractor shall indemnify, hold harmless and defend the Airport, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Contractor's or Subcontractor's conduct of business or from any activity or other things done, permitted, or suffered by Contractor in, or about SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Contractor prompt and reasonable notice of any such claim or actions made or filed against it.

B. Contractor hereby agrees to release and hold harmless the Airport, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Contractor 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 SIA; and the Contractor 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 SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires, or aircraft operators.

C. Contractor further agrees to hold the Airport, the City and County of Spokane, their agents, officials, and employees free and harmless for any claims arising out of the damage, destruction, or loss of any or all of Contractor'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.

D. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT OR OTHERWISE TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF A PARTY TO THE OTHER PARTY AND TO ALL INDEMNIFIED PARTIES FOR ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ("DAMAGES") ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED TEN TIMES (10X) THE AGGREGATE COMPENSATION PAID OR PAYABLE TO CONTRACTOR UNDER THIS CONTRACT.

E. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, WITHOUT

LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR PRODUCTS SOLD PURSUANT TO THE TERMS OF THIS CONTRACT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE. DAMAGES RESULTING FROM ANY LOSS OF DATA SHALL BE DEEMED INDIRECT DAMAGES AND SHALL BE SUBJECT TO THIS SECTION.

9. INSURANCE

The Contractor shall, at its own cost and expense, maintain insurance in full force and effect during the term of this Contract in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance 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 Contract. The insurance policy(ies) shall be the standard comprehensive insurance coverage, with aircraft exclusions deleted, to cover all operations of the Contractor. The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; automobile including owned, non-owned, leased, and hired; aircraft; and contractual coverage, including the obligations pursuant to Article 7 - INDEMNITY AND WAIVER OF DAMAGES, herein. The Airport, the City and County of Spokane, their elected and appointed officials, agents, and employees shall be named as additional insureds with respect to the Contractor's use of [SIA and ABP & Felts] which are the subject of this Contract. The Contractor's insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Contractor shall promptly upon execution of this Contract, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Contract. The coverage shall not be less than [One Million Dollars (\$1,000,000), combined single limit with an annual aggregate coverage of Two Million Dollars (\$2,000,000). The automobile coverage shall not be less than One Million Dollars (\$1,000,000)] for owned, non-owned and hired automobiles. for owned, non-owned and hired automobiles. The Contractor's insurance policies shall be endorsed so that the insurance carrier will provide the Airport with at least thirty (30) days notification prior to cancellation or material change. Such notice of cancellation or material change shall be mailed to the Airport by certified mail. Where any policy(ies) has/have normal expirations during the term of this Contract, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Contractor shall permit the Airport to inspect the originals of all applicable policies. The Contractor's insurance identified in this Article 8 shall include a waiver of subrogation in favor of the additional insured. This Article 8- INSURANCE shall be subject to periodic adjustments by the Airport.

10. FORCE MAJEURE

Neither the Airport or Contractor shall hold the other responsible for damages or delays 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, including, but not limited to: a strike or other industrial or labor dispute, fire, flood, sandstorm, or any other natural catastrophe, act of God, riot, war, general mobilization, import, export, currency restriction or embargo, circumstance caused by reasons of law, regulations or acts (or failures to act) of any federal, state or local government authority, traffic, port or airport congestion, delay or accident during transportation, power failure, failure of telecommunications, acts of terror, widespread life-threatening disease, shortage of labor, materials, power, fuel or means of transportation or other similar events, whether affecting either party or any of

its suppliers or subcontractors, or any other cause or circumstance beyond either party's reasonable control.

11. NON-PERFORMANCE

A. Contractor shall perform all work to the satisfaction of the Airport, who shall have the right of inspection at all times and whose appraisal and acceptance of the work shall be a precedent to any payment made by the Airport under this Contract.

B. In the event of any dispute regarding employee(s), or scope of work required under this Contract, the decision and judgment of the Airport shall be final and binding.

12. CANCELLATION OF CONTRACT

This Contract shall be subject to cancellation by the Airport upon thirty (30) days advance written notice should Contractor fail to perform the services as outlined in the Scope of Work and as agreed to in the Proposal submitted by Contractor.

13. ADVERTISING AND SIGNS

Contractor shall have the right, at its own expense, to utilize and maintain signs for the purpose of identification and cautionary notifications. Any signage shall be of professional quality and prior to utilization of such signage, the Contractor shall obtain the approval of the Airport. The right to utilize identification signs or cautionary signs for information to the traveling public shall be at a location, in the number and type, size and design approved in writing by the Airport. In the event the signs are removed and not replaced, Contractor shall repair the area to its normal appearance. To the extent that Contractor uses any electronic medium for identification and/or advertising which includes any reference to Contractor's relationship with SIA, Airport shall have the right to review and approve the same.

13. 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 the Contractor's operation at SIA. The Airport and Contractor shall 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. The Contractor 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 Contract or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Contractor, this Contract or the breach of any covenant or condition of this Contract, or for the restitution of the premises to the Airport and/or eviction of Contractor during the term of this Contract, or after the expiration thereof, 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.

14. ANTI-KICKBACK

No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, 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 Contract.

15. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The rights granted by this Contract shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Contractor that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.

B. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Contract is executed, the provisions of this Contract insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Contract shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Airport and the Federal Aviation Administration or any successor Federal agency.

D. This Contract shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the operation or maintenance of SIA, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of SIA, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Airport shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Contractor in and to the premises and improvements thereon. Failure of Contractor to comply with the requirements of any existing or future agreement between the Airport and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Contractor's rights hereunder.

16. CONTRACT SUBORDINATE TO BOND ORDINANCE

This Contract and all rights of the Contractor hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the Airport, the City of Spokane or County of Spokane to secure any bonds authorized by law to be issued for the development or improvement of SIA, and the Airport and the Contractor agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Airport hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Contractor and the Airport with the term and provisions of the bond covenants.

17. TITLE VI ASSURANCE

During the performance of this Contract, 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 Contract.

B. Nondiscrimination: The Consultant, with regard to the work performed by them during the Contract 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 Contract 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 Contract 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 Contract, 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.

18. 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 Contract including pertinent information which Consultant shall have kept in conjunction with this Contract 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.

19. SEVERABILITY

If any term or provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

20. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Contract by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent

by the Airport to any act by the Contractor requiring the Airport’s consent shall not be deemed to waive consent to any subsequent similar act by the Contractor.

21. SUBMISSION OF CONTRACT

The submission of this document for examination and negotiation does not constitute an offer to enter into or renew a contract or agreement. This document shall become effective and binding only upon execution and delivery hereof by the Airport and Contractor. No act or omission of any officer, employee or agent of the Airport shall alter, change, or modify any of the provisions hereof.

22. SURVIVAL OF INDEMNITIES

All indemnities provided in this Contract shall survive the expiration or any earlier termination of this Contract. In any litigation or proceeding within the scope of any indemnity provided in this Contract, Contractor shall, at the Airport’s option, defend the Airport at Contractor’s expense by counsel satisfactory to the Airport.

23. APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY

This Contract, 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 Contract 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 Contract, 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.

24. NOTICES

All payments, demand and notices required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT: SPOKANE AIRPORT
IT Department
9000 W. Airport Drive, Suite 204
Spokane, WA 99224

CONTRACTOR: _____
Attn: _____

The date of service of such notice shall be the date such notice is deposited in a post office of the U.S. Post Office Department.

25. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Contract.

26. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Contract.

27. LICENSE GRANT AND USE

Contractor hereby grants Airport a limited, nonexclusive license to use the data and related information provided by Contractor during the term of the Contract ("Information") for any internal business purpose; provided, however, Contractor agrees and acknowledges that Airport may utilize Information to inform third parties regarding weather, health and safety matters, which may include but is not limited to lighting, weather forecasts, freezing pavement or other matters pertaining to air travel or Airport operations. Except as otherwise provided this in this Section 27, Airport shall not license, sublicense, copy, assign, lease, rent, loan, sell, resell, republish, re-broadcast, upload, post, transfer or distribute to any third party or otherwise commercially exploit all or any portion of the Information. Airport shall not decompile, disassemble, or reverse engineer the Information or its associated software.

28. PROHIBITED USE

Information is not intended for primary navigation of a vehicle, vessel or aircraft, and the Airport acknowledges and hereby agrees that the Information will not be used for this purpose.

29. INFORMATION AVAILABILITY

Airport acknowledges that the Information may be interrupted, or the integrity of the Information affected, by local conditions such as blockage by trees and buildings or radio interference. Contractor shall not be liable for any degradation of the Information due to local conditions. Contractor reserves the right to make technical modifications to its networks. To the extent that any such modifications may temporarily degrade the integrity of Information, then Contractor shall, when practicable, provide prior notice of any such modifications to Airport.

Signature Page Follows