



Spokane Airport Board

Request for Proposals (RFP) #23-48-9999-005
for

SECURITY SERVICES

PRE-PROPOSAL MEETING	
<p><u>MANDATORY</u> for all Proposers at the SIA Event Center - see map for details Thursday, February 9, 2023 at 10:00 AM</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><u>Questions must be submitted to the individual named above no later than:</u> Monday, February 13, 2023 at 2:00 PM</p>	
PROPOSAL SUBMISSION PLACE AND DEADLINE	
<p><u>Electronically Submit Proposals to:</u> Spokane International Airport Attn: Margaret Merin mmerin@spokaneairports.net</p>	<p>Thursday, February 16, 2023 at 2:00 PM</p>

Advertised in The Spokesman Review:
February 1, 5, and 8, 2023
Posted on the Spokane Airports website, at:
<https://business.spokaneairports.net/rfp/>

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LIST OF ABBREVIATIONS

Airport.....	Spokane Airport Board
CEO	Chief Executive Office
COO	Chief Operating Officer
CRF	Code of Federal Regulations
FAA	Federal Aviation Administration
RCW	Revised Code of Washington
RFP	Request for Proposal
SIA	Spokane International Airport
SIDA.....	Security Identification Display Area
TSA	Transportation Security Administration

Spokane Airport Board
Request for Proposals (RFP) #23-48-9999-005
for
SECURITY SERVICES

Summary

The Spokane Airport Board (Airport) is soliciting Proposals from experienced and qualified Parties to provide Security Services at various locations at Spokane International Airport (SIA).

Funding Source(s) / Budget

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

Contract Time, Liquidated Damages and Service & Support Term

Firm fixed price contract for a term of one (1) year beginning in April 1, 2023 and ending March 31, 2024, with four (4) one (1) year 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
February 1, 2023	Issue Date of RFP
February 9, 2023	Pre-Proposal Meeting
February 13, 2023	Deadline for Submission of Questions
February 14, 2023	Deadline for Airport's Response to Questions Asked
February 16, 2023	Proposal Submission Deadline (Due Date)
March 10, 2023	*Successful Proposer Execution of Contract
March 8, 2023	Recommendation to Airport Board for Award
March 16, 2023	*Airport Execution of Contract
April 1, 2023	*Commencement of Services Under the Contract

Project Location

SIA terminals, SIDA gates, sterile areas, entrances and exits, and other areas as required.

Scope of Work

Security Identification Display Area "SIDA" Gate:

The Board requires that three (3) security personnel be badged and trained for deployment to the SIDA gates when necessary. Security personnel are responsible for inspecting vehicles and confirming identification of individuals entering the SIDA.

Ready/ Return Rental Car Entrance:

The Board requires seven (7) days a week, eight (8) hours per day at the entrance of the Ready/Return Entrance. Security personnel are responsible for inspecting vehicles entering rental car ready/return area. This is a required post, security personnel may not leave the post without a replacement security person being in place. The scheduled hours for this location are subject to change.

Sterile Area Exits:

The Board requires one (1) security person at each location, seven (7) days a week. The locations are at the glass doors at two (2) exit locations (Rotunda and Concourse C). Security personnel must be present between the last airline departure and the last arrival at both locations. The hours vary depending on the airline schedules however it is reasonable to assume six (6) hours or less per day at each location. Security personnel are responsible for opening the glass doors when deplaning passengers are exiting, and to ensure that no one enters the sterile area during the time when those doors are opened.

Sterile Areas:

Security personnel shall also provide random inspections of badge holders at doors leading from the SIDA to sterile areas. Additionally, security personnel shall be required to provide inspections of vendor related deliveries to the sterile area.

Roving Security:

The Board requires one roving security guard six (6) hours, seven (7) days per week as directed by the Board's representative.

Security Personnel:

The Board requires security personnel to be professionally dressed in a clean and neat uniform at all times. The Security Company is responsible for providing winter garments for those locations that warrant them. All security personnel will be subject to a fingerprint based criminal history records check and must not have any felony convictions, gross misdemeanors, or recent misdemeanors. Demonstrated experience with ensuring compliance with 49 CFR 1542 and the associated TSA Security Directives at an airport is preferred.

Submission Requirements

Mandatory Pre-Proposal Meeting: Those interested in responding to this RFP are required to participate in a Pre-Proposal Meeting to be held on the date, time, and at the place indicated in the Schedule of this RFP. Any proposal submitted by a firm, 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 sent to mmerin@spokaneairports.net no later than the deadline noted in the cover letter of this RFP.

- **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 proposer'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.

Submission Requirements:

- No more than 16 pages total. 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.
- Proposals delivered by hand, fax, or telephone or any postal carrier will not be accepted. Electronic submittal shall be limited to the documents specified in the RFP document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFP.

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. Proposers 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. Proposers are encouraged to submit the most comprehensive and competitive information possible. Proposals that do not respond completely or sufficiently to the evaluation criteria in this RFP may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the Proposal not scoring high enough to be considered further.

Questions About RFP: Questions regarding this RFP should be addressed solely to the individual identified in the Schedule of this RFP. Questions must be asked prior to the deadline indicated in the Schedule of this RFP. The Airport may determine that a Proposal is non-responsive if the Proposer has had contact with any other representative of the Airport.

Addenda: 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: <http://www.spokaneairports.net/rfp.htm>. Proposers are responsible for checking the website prior to submission of Proposals for any addenda. If you are unable to download the addenda, you may contact the individual noted in the Schedule of this RFP. Receipt of addenda must be acknowledged by Proposers 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 Proposer 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>Standard Contract Language:</u> Attachment A Sample Service Contract. The Airport intends to utilize its standard Service Contract for this project. Each proposer must affirm in its Proposal that the terms and conditions of these Contracts are acceptable.	Pass/Fail
<u>SELECTION CRITERIA:</u>	
2) <u>Cover Letter:</u> A cover letter expressing interest, addressing, at a minimum, the following: <ol style="list-style-type: none"> 1. <u>Executive Summary:</u> Each proposal must contain an executive summary that summarizes the key elements of the proposal. Additionally, included in the executive summary, must be a statement that explains why the Proposer would be the best to perform security services. 2. <u>Qualifications and Experience:</u> Provide a description of the Proposer’s experience, qualifications, and capabilities to provide Security Services at Spokane International Airport 3. <u>Finances:</u> Proposer must be in good standing with the Board and shall not have defaulted in the performance of any agreement or contract with the Board. Proposer shall provide one (1) set of financial statements for the previous two (2) years. <p>The cover letter must identify the name and address of the proposing entity, and be signed by an authorized representative of the Proposer who is authorized to execute contractual agreements and/or commitments on behalf of the Proposer.</p>	20
3) <u>Operational and Staffing Plans:</u> Discuss your proposed operational and staffing plans. The proposal must address the following: <ol style="list-style-type: none"> 1. Staffing 2. Uniforms 3. Management 	15
3) <u>Communication and Customer Services:</u> Describe the firms preferred method of communication for and the availability of Customer Service. Contractor must be available 24/7. Describe what support services are available.	15

<u>Evaluation Criteria</u>	<u>Weighting (Maximum Points)</u>
<u>SELECTION CRITERIA, Continued:</u>	
4) <u>Risk, Performance and Quality Assurance:</u> Describe steps the Provider intends to take to mitigate risk and assure quality performance.	15
5) <u>Submittal Forms:</u> The Proposal Information Form, Submittal Form A, Questionnaire, must be completed, and submitted as part of your Proposal.	10
6) <u>Proposed Cost:</u> The proposed fee as per Submittal Form B. 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 Companies 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 by addendum.
3. To request additional information and data from any or all Proposers following proposal submission.
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 Proposer'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 Proposer.

Interviews

Proposers 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 the Spokane International Airport, 9000 W. Airport Drive, Suite 209, Spokane, WA 99224.

Airport's Review of Protests and Appeals

1. The 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 Proposer in connection with the Proposal submitted, or participation in meetings or interviews, shall be the sole responsibility of (borne solely by) the Proposer.

Public Disclosure:

1. **Property of Airport:** Proposals submitted to the Airport shall become the property of the Airport and shall not be returned to the Proposer.
2. **Proposals are Public Records:** Pursuant to Chapter 42.56 RCW, Proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, Proposals shall be considered public documents and available for review and copying by the public after an award of contract is made by the Airport Board.
3. **Public Records Exemption:** Any proprietary information included in the Proposal that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as "Confidential" in the Proposal. In addition, the Proposer must provide the legal basis for the exemption to the Airport.
4. **Proposals Not Marked as Confidential:** If a Proposal does not clearly identify the confidential portions, the Airport will not notify the Proposer that its Proposal will be made available for inspection and copying.
5. **Process for Disclosing Information:** If a request is made for disclosure of material or any portion marked "Confidential" by the Proposer, the Airport will determine whether the material should be made available under the law. If the Airport determines that the material is not exempt and may be disclosed, the Airport will notify the Proposer of the request and allow the Proposer ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, the Airport may release the portions of the Proposal deemed subject to disclosure.
6. **Indemnification by Proposer:** To the extent that the Airport withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the Airport from all damages, penalties,

attorneys' fees and costs the Airport incurs related to withholding information from public disclosure.

7. **No Claim Against Airport:** By submitting a Proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

Basic Eligibility: The successful Proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number, 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.

Additionally, Proposer wishing to provide Security Services at SIA shall be solely responsible for ensuring that they have the proper licenses from the State, Federal or local agencies having jurisdiction with regards to security services.

Non-Discrimination: All Proposers 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 Proposer who must inform all sub-consultants of this provision.

Other Contracts: During the original term and all subsequent renewal terms of the contract resulting from this RFP, the Airport expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.

Funding Availability: By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

Prohibition Against Lobbying: The Proposer shall not lobby, either on an individual or collective basis, the Airport Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written Proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Airport Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written Proposal.

Insurance: Prior to execution of a Contract for services under this RFP, the successful Proposer will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in the Airport's standard Consultant or Service Contract and referenced on the Airport's website as applying to this RFP.

About Spokane Airports

Spokane Airports are 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 is responsible for the oversight of Spokane International Airport, Felts Field Airport, and the Airport Business Park. The Board also has a Grant of Authority to operate Foreign-Trade Zone #224.

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SUBMITTAL FORM A – Proposal

Spokane International Airport

Request for Proposals (RFP)

for

SECURITY SERVICES

RFP #23-48-9999-005

PROPOSAL INFORMATION FORM

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 Company:	Contact Individual's Name:
Address of Company:	Address of Contact Individual if different:
Phone Number of Contact Individual:	E-mail Address of Contact Individual:
State of Washington UBI Number:	State License 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 and accept the terms and conditions of SIA Contract":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

SUBMITTAL FORM A – Proposal, continued

This section is to be completed by the Proposer.

PROPOSAL **Vendor Name:** _____

Any costs associated with this service not specifically set forth in this Request for Proposal will be the responsibility of the Proposer, and will be deemed included in the fees and charges proposed.

The proposer, with the submission of a responsible proposal, is acknowledging complete understanding of the entire RFP which includes the scope of work, site specifications, attachments, insurance, bonding and expectations covered by this RFP.

The Proposer hereby offers to enter into a contract with the Board to provide security services as specified at Spokane International Airport, under the terms and conditions set forth in the Request for Proposals and the Security Services Contract. In furtherance of this offer, the Proposer agrees to bill the Board the hourly rates as specified in this proposal.

Proposer is bound by this offer for a period of ninety (90) days following the date of proposal opening. It is understood by the Proposer that the Board reserves the right to reject any and all proposals.

All qualified interested parties are required to provide the Board with the following:

1. The hourly bill rate for requested services as outlined in the Scope of Work.

Hourly bill rate shall be \$ _____.

2. SIA retains the option to request other services during the contract. These additional services shall be subject to negotiation at the time of the request.
3. Three (3) references from companies that are current clients and that require similar security services. Please provide company name, contact name and telephone number, and the current bill rate being charged each reference.

1. Company Name:	_____		Current Bill
			Rate
Phone #	_____	\$	_____
2. Company Name:	_____		Current Bill
			Rate
Phone #	_____	\$	_____
3. Company Name:	_____		Current Bill
			Rate
Phone #	_____	\$	_____

ATTACHMENT A – Sample Service Contract

Contract #23-48-9999-005-001-00

SERVICE CONTRACT

THIS SERVICE CONTRACT made and entered into this ____ day of _____, 20____, 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 Click or tap here to enter text., a Company organized and existing under the laws of the State of Click or tap here to enter text., 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 Security Services for the Airport to the extent of the Bid Proposal made by the Contractor, dated the ____ day of _____, 20____, all in full compliance with the Contract Documents referred to herein; and

WHEREAS, the CONTRACT DOCUMENTS, including the signed copy of the REQUEST FOR PROPOSAL, and ADDENDUM Click or tap here to enter text., all titled Security Services, Proposal #23-48-9999-005, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein.

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 April 1, 2023:

1. TERM

The term of this Contract shall be one (1) year commencing April 1, 2023 and expiring on March 31, 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 ninety (90) days prior to the expiration of the current term.

2. FEES

A. For the term commencing April 1, 2023 and expiring on March 31, 2024, the Airport shall pay an hourly rate of Click or tap here to enter text. (Click or tap here to enter text.). Said rate does not include Washington State Sales Tax in accordance with the terms set forth the RFP Document. 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 term of the Contract. If the Airport exercises the option to renew, acceptance of a fee change 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 term commencing April 1, 2023 and expiring on March 31, 2024, shall not exceed _____ (____).

3. SCOPE OF WORK

All work will be accomplished per proposal documents referenced hereto and made a part hereof.

4. RELATIONSHIP OF THE PARTIES

ARTICLE 1 - 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 the RFP Document 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 the RFP Document.

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 its appurtenances together for the purpose of providing the Airport with the work set forth in the RFP Document at SIA. 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. To the extent of its capabilities, Contractor agrees to cooperate with the Airport and/or any other Contractor in dealing with aircraft or related emergencies at SIA.

H. 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 the Terminal twenty-four (24) hours per day, seven (7) days per week.

7. 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 the Premises or 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.

8. 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 the Premises 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. 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.

9. FORCE MAJEURE

Neither the Airport nor 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.

10. 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 who's 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.

11. 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.

12. 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 ASSURANCES

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

CONTRACTOR: _____

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.

Emergency calls from the Airport require Contractor to respond within twelve (12) hours.

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.

Signature Page Follows

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: Choose an item.
Choose an item.

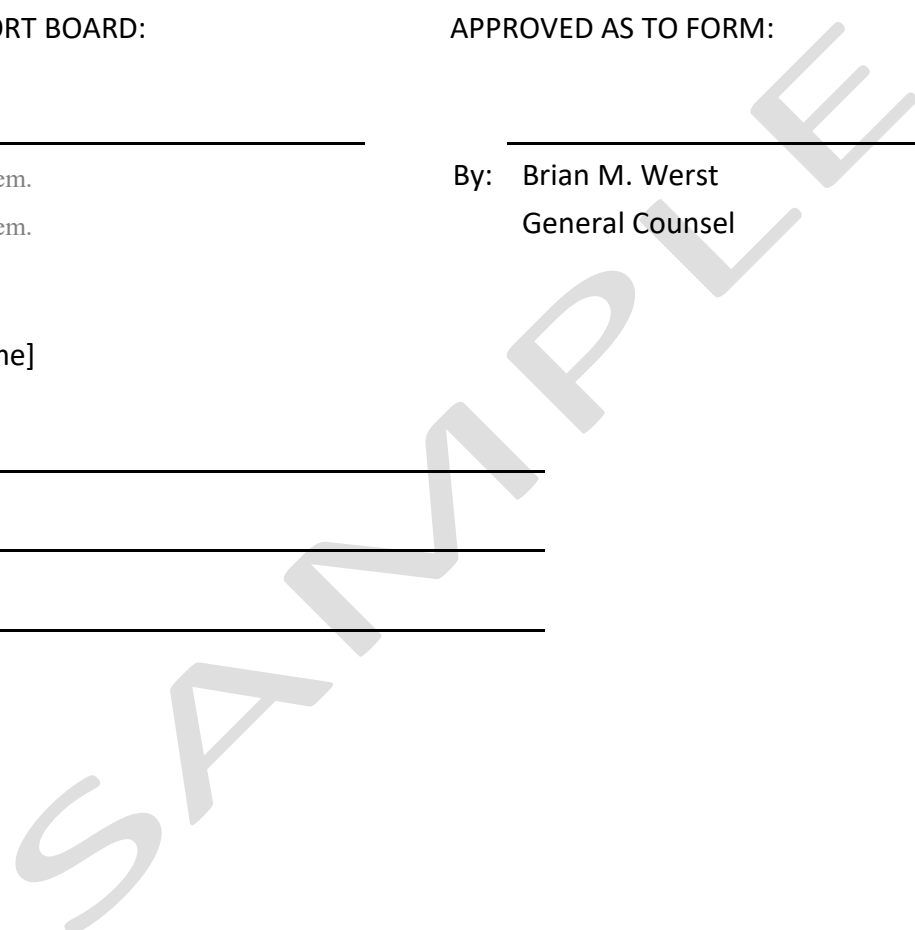
By: Brian M. Werst
General Counsel

[Contractor Name]

Signature: _____

Title: _____

UBI: _____



SPOKANE INTERNATIONAL AIRPORT

