

SPOKANE AIRPORT BOARD
REQUEST FOR PROPOSAL

PASSENGER SERVICE ASSISTANCE

RFP Number: 24-40-9999-008

RFP Release Date: July 15, 2024

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ABBREVIATIONS

Board	Spokane Airport Board
CEO	Chief Executive Officer
RCW	Revised Code of Washington
RFP	Request for Proposal
SIA	Spokane International Airport
UBI	Unified Business Identifier

SECTION 1 - STATEMENT OF WORK

Project/Service Summary

Spokane International Airport (Airport) is soliciting proposals from qualified firms (hereinafter “Proposers”) to provide Passenger Service Assistance to all travelers using Spokane International Airport. This includes but is not limited to the Taxi Booth and Taxi Queue Line/Curbside Ground Transportation Management, Ground Transportation Agent (GTA), Security Screening Queue Line Assistants (QLA), and Passenger Wheelchair Agents (PWA). The Airport may seek additional Passenger Service Assistance services, which will be memorialized in a written amendment to the Contract. The Airport reserves the right to award a contract to provide all or a portion of the following Passenger Service Assistance services, in its sole discretion.

Budget and Funding Source(s)

The work to be performed is funded through the Airport operating budget.

Schedule (*post award*)

The Airport intends to execute a fixed-price contract for a term of three (3) years beginning on October 1, 2024, and ending September 31, 2027, with two (2) optional 1-year term extensions, at the sole discretion of the Airport.

Project/Service Location

Various indoor and outdoor location at Spokane International Airport, 9000 West Airport Drive, Spokane, WA 99224

Scope of Work

CUSTOMER SERVICE

The Proposer shall provide customer services to Airport customers and convey all information in a courteous and professional manner as excellent customer service is among the Airport’s highest priorities. Proposer shall use its best efforts to ensure airport customers interacting with the Proposer’s representatives are treated with the respect, courtesy, and professionalism needed to afford the highest level of customer care at the Airport. The Proposer will ensure there are adequately trained passenger service assistant staffing to provide Airport customers with the following:

- Meet and greet service
- Responses to inquiries.
- Ground Transportation information.
- Any other Ground Transportation services deemed appropriate.

CONFLICT MANAGEMENT

In the connection with the Customer Services, the Proposer may be required to navigate conflict from time to time with Ground Transportation providers and customers, and the Proposer is expected to provide staffing levels and training needed to respond in a manner that is consistent with the Airport's customer service expectations. If necessary, the Proposer may enlist the assistance of Ground Transportation Staff, and/or Airport Police to resolve any issues arising. Under no circumstances is the Proposer expected or required to intervene in or resolve physical conflicts between parties.

PASSENGER SERVICE ASSISTANCE STAFFING

On-Site Passenger Service Assistant Supervisor

The Proposer shall ensure that at least one (1) trained and experienced Supervisor with authority to act on behalf of the Proposer is onsite during regular business hours and available as a point of contact for the Airport to oversees the day-to-day operation of all Passenger Service Assistance services at the airport.

- When a supervisor is unavailable for any reason, the Proposer must provide to the Airport an e-mail notifying the Airport of the individual who will assume the supervisory responsibilities for the Proposer's operations for any such period. For scheduled absences the Proposer must provide the Airport with this notice at least two (2) business days in advance.
- The maintenance of minimum staffing levels, including all holidays at the Airport, shall be:
 - Provide one (1) On-Site Passenger Service Assistant Supervisor, seven (7) days per week between the hours of 4 a.m. to 12 a.m. **(20 hours per day)**.
- Preferred Flagger & Traffic Control Certified. The supervisor must be at time of hire or be willing to complete company provided training within the first ninety (90) days of the contract.
- On-Site Passenger Service Assistant Supervisor's will meet bi-weekly with the Airport for the purpose of discussing and reviewing progress, short-term scheduling, outstanding correspondence and resolving critical issues on site.

Ground Transportation Agent (GTA)

To provide an adequate and orderly flow of ground transportation services to meet the demands of the traveling public at Spokane International Airport.

General Requirements

- Control the flow and availability of taxicabs by dispatching taxicabs from the remote staging area to the designated pick-up area through two-way communications.
- Manage dwell time for Ground Transportation Operators at the Terminal curb, making sure they are actively loading or unloading.
 - Ground Transportation Operators shall include all Courtesy Vehicle Operators and For Hire Vehicle Operators, as a condition precedent to

accessing and/or using Airport property for business and/or commercial purposes, that have an active operating agreement with the Board.

- Advise Airport passengers on all available ground transportation options without bias, and general information related to the Spokane and Coeur d'Alene region: including, but not limited to hotels, restaurants, City Convention Center, downtown or local bus schedules, transportation from the Airport.
- Verify and/or audit all authorized ground transportation vehicles for compliance with the Ground Transportation Rules & Regulations.
- Manage baggage carts at the terminal curb and Hourly lots, making sure they are in the racks and evenly distributed throughout the Airport terminal curb.
- Maintain a daily log with a brief description of observed incidents and/or action items that occur throughout the day by documenting the date, time, vehicle type, company name, vehicle number, and the specifics of the incidents.

Specific Requirements

- The maintenance of minimum staffing levels, including all holidays at the Airport, shall be:
 - Provide one (1) employee to continuously staff the curbside taxi pick-up booth seven (7) days per week on a **24 hours per day**.
 - Provide a minimum of three (3) staff seven (7) days per week to continuously monitor the Ground Transportation Areas between the hours of 4 a.m. to 12 a.m. (**20 hours per day**).
- Preferred Flagger & Traffic Control Certified. Staff must be at time of hire or be willing to complete company provided training within the first six months of the contract.
- Provide for two-way communication between all Curbside Taxi/Ground Transportation positions, and the Airport staff.
- Provide all staff with Airport approved uniforms (see Uniforms on page 6).
- The contractor shall provide at least four (4) hours of recurring training annually in customer service, operations safety, and public relations.

Security Screening Queue Line Assistants (QLA)

The Airport requires Queue Line Assistants (QLA) in the form of qualified personnel to assist at the entrance of the queuing lines both for TSA Pre-Check and regular boarding lanes. These Queue Line Assistants will be positioned at both the A/B and C Concourses and other designated locations, if directed. Each Assistant will be dealing directly with the ticketed passengers.

General Requirements

- Greet and communicate with the traveling public and Airport personnel.
- Ensure passengers are at the correct terminal/correct airline boarding location and guide passengers into either the TSA Pre-check or regular entry portal.
- Encourage passengers to have their Boarding Passes and ID out and ready before they get to the Ticket Document Checker (TDC).

- Encourage passengers to empty their pockets and place items in their carry-on luggage prior to the TDC.
- Manage baggage carts inside the terminal, making sure they are in the racks and evenly distributed throughout the Airport terminal.
- Maintain communication and perform other related duties as requested by Airport Personnel.

Specific Requirements

- Obtain airport security clearance which includes a 10-year employment, criminal record, and residence background check.
- The maintenance of minimum staffing levels, including all holidays at the Airport, shall be.
 - Provide a minimum of four (4) staff seven (7) days per week to check the TSA Pre-Check and regular boarding lanes at both the A/B and C Concourses, or other designated locations between the hours of 4:00 a.m. to 2:00 p.m. **(10 hours per day)**.
- Provide all staff with Airport approved uniforms (see Uniforms on page 6).
- The contractor shall provide at least four (4) hours of recurring training annually in customer service, operations safety, and public relations.

Passenger Wheelchair Agents (PWA)

To fulfill the passenger services obligations for disabled passengers as well as assist non-disabled persons who wish wheelchair assistance for their comfort.

General Requirements

- Safely transport passengers from gate-to-gate, curb-to-gate, or gate-to-curb.
- Assist passengers at baggage claim as may be necessary.
- Coordinate with gate agents any wheelchair assisted passengers who will need gate agent assistance at time of boarding to board the aircraft.
- Positively interact with passengers in an interpersonal way.
- Assist passengers in any way necessary relative to professional passenger relations (i.e., providing directions, assisting with flight information, and any out-of-the-ordinary circumstances, which may include but are not limited to delayed flights)
- Comply with all Transportation Security Administration (TSA) checkpoint screening requirements and processes.
- Complete Airport approved Incident Reports for any accidents or any out-of-the-ordinary events while in the course of transporting a passenger.
- Maintain communication and perform other duties as assigned by Airport Personnel.

Specific Requirements

- Communicate with Airport Staff about any situations outside of normal Airport operations.

- Obtain airport security clearance which includes a 10-year employment, criminal record and residence background check.
- Must be able to lift up to 50 pounds on a regular basis.
- Stand, lift, bend, push and pull on a frequent basis and for extended periods.
- Work around aircraft and machinery noises.
- The maintenance of minimum staffing levels, including all holidays at the Airport, shall be:
 - Provide Five (5) * Passenger Wheelchair Agents, seven (7) days per week between the hours of 4 a.m. to 1 a.m.** **(21 hours per day)**.
** Initial staffing level requirements. The Airport will continually meet with Passenger Service Assistant Supervisors to discuss alternative schedules and staffing levels, to accommodate passenger growth and/or flight schedules.*
*** Passenger Wheelchair Agents must remain working 30 minutes beyond the last air carrier flight arrival seven (7) days per week.*
- Provide all staff with Airport approved uniforms (see Uniforms on page 6).

Uniforms

- Provide all staff with name badges and uniforms that are appropriate, consistent in color, professional in appearance, clean and functional in design. It is a requirement that all employees be completely outfitted in approved uniforms before they begin each shift, and that all employees maintain a professional appearance while on duty, and free from odors. No torn, cut-off, offensive, derogatory, or revealing attire is to be worn at any time while on duty.
- Approved Uniforms: Include purple blazer, traffic rated reflective vest, long/short sleeved collared shirt (white), black tie, black pants, and black close-toed shoes. The blazer will be adorned with an approved identification badge.

SECTION 2 - PROPOSAL REQUIREMENTS

Pre-Proposal Meeting and Site Visit

A non-mandatory informational in-person and virtual meeting is scheduled for **11:00 a.m. (PST) on Wednesday, July 17, 2024**, at the Executive Conference Room (ECC) at Spokane International Airport, located at 9000 W. Airport Dr., Spokane, WA 99224. (The building is located across the street from A/B Baggage claim, next to the down helix of garage).

Join Zoom Meeting Link

<https://spokaneairports-net.zoom.us/j/6658455134?pwd=dnkvZThnTXkxOWZTMEFKcGICZkNhZ09&omn=84358581545>

Meeting ID: 665 845 5134

Passcode: hmW4mG

Phone: 1 253 215 8782

Optional non-binding site visits after the non-mandatory Pre-Proposal meeting for those that attend in-person.

Date and Time Requirements

Proposals must be received by the Airport no later than the date and time indicated in the Procurement Schedule, Section 5.

Late Proposals: Proposals will not be accepted by the Airport after the date and time specified in the Schedule of this RFP. If 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.

Submission Requirements

Five (5) hard copies and one (1) thumb drive in pdf format of the SOQ submittal shall be provided. Each copy shall contain the name of the firm responding to this RFP and be marked on the cover:

RFP: Passenger Service Assistance, #24-40-9999-008

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.
- Page limits are set in the Evaluation Criteria and do not include the required forms. The Airport will not review or evaluate pages in a Proposal that are more than RFP page number limitation for a specific section of the Proposal. Excess pages will be discarded prior to review.
- Proposals must be free of additional brochures, booklets or other sales material that are not specifically requested in the RFP.
- File name shall contain a portion of the proposer's firm name.

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. Respondents 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. Respondents 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 shall be emailed solely to the contact person in Section 4, Contact. Questions must be asked prior to the date and time indicated within the Procurement Schedule in Section 4. The Airport may determine that a Proposal is non-responsive if the Respondent 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://business.spokaneairports.net/rfp>. Respondents 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 Contact, Section 4 of this RFP. Receipt of addenda must be acknowledged by Respondents on the Proposal Information Form that must be submitted with the Proposal.

SECTION 3 - EVALUATION PROCEDURES

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

The Proposer must include in its Proposal the information noted in the evaluation criteria and must demonstrate how the firm meets the evaluation criteria.

<u>EVALUATION CRITERIA</u>	<u>WEIGHTING (MAXIMUM POINTS)</u>
<p>1. <u>Proposal Information Form:</u> (one (1) page maximum) The Proposal Information Form, included in Submittal Form A to this RFP, must be completed, submitted, and signed as part of your Proposal. You must include the name and contact information of the individual in your firm that the Airport should contact regarding questions about your Proposal and scheduling a potential interview. The contact information should include the following: name of individual, title (Mr., Ms., etc.), firm name, address (city, state, zip code), telephone number, e-mail address.</p>	5
<p>2. <u>Cover Letter:</u> (one (1) page maximum) A cover letter expressing interest, addressing, at a minimum, the following:</p> <ul style="list-style-type: none"> a) <u>Executive Summary:</u> A high level, executive summary of your firm’s relevant qualifications and experiences, as well as the relevant experiences of key staff proposed for this project in performing similar services. b) <u>Firm Size and Workload:</u> Outline the size of your firm and discuss your capability to manage a project of this size and scope within the identified time frame, relative to your current workload. c) <u>Finances:</u> Discuss your firm’s financial and organizational stability. <p>The cover letter must be signed in ink by an authorized representative of the Proposer who is authorized to execute contractual agreements and/or commitments on behalf of the Proposer.</p>	5
<p>3. <u>Relevant Experience of the Firm:</u> (six (6) pages maximum) Demonstrated expertise and experience with Taxi Booth and Taxi Queue Line/Curbside Ground Transportation Management and Security Screening Queue Line Assistants as follows:</p> <ul style="list-style-type: none"> a) Demonstrate a minimum of 5 years of verifiable experience in providing similar services. Specifically note services provided for airports and the sizes of those airports for which the services were provided. b) Show demonstrated expertise and relevant experience of staff members and / or subcontractors contributing to work. 	30
<p>4. <u>Staff Experience and Availability:</u> (three (3) pages maximum) Provide an organizational chart of the staff and include any third parties you are committing to the work. Show lines of authority and communication and provide a brief role description with responsibilities for each person as they relate to the solicitation as well as each member’s key credentials, including but not limited to the <i>Taxi Booth and Taxi Queue Line/Curbside Ground Transportation Management, Security Screening Queue Line Assistants</i>. Discuss your proposed team members’ availability and commitment for the duration of this project.</p>	20
<p>5. <u>Cost (Submittal Form B, one (1) page maximum)</u> Annual Pricing for initial three-year term. Include proposed costs as outlined in the Total Cost Proposal, Submittal Form B</p>	30

EVALUATION CRITERIA, CONTINUED	WEIGHTING (MAXIMUM POINTS)
<p>6. Standard Contract Language: The Airport intends to utilize its standard Consultant or Service Contract for the evaluation, selection, and implementation of scope of work contained in this RFP.</p> <p>A sample contract is attached as Attachment 1. Each firm must affirm in its proposal that the terms and conditions of this Contract are acceptable, or if the firm takes exception to any of the proposed language in the sample Contract, the firm must specifically describe the reasons for the exceptions and propose in its Proposal alternative language for review and consideration by the Airport. Firms not taking any exceptions to the terms and conditions of the Contract shall receive the full evaluation points for this criterion. Firms taking exceptions shall be evaluated and rated for this criterion based on the significance of the proposed exceptions and whether the proposed changes are of benefit and acceptable to the Airport, in the sole discretion of the Airport.</p>	5
<p>7. RFP Requirements Points granted for complete submission.</p>	5
<p>8. References: (one (1) page maximum)</p> <p>a) At least three references from previous clients for similar work completed by your firm. Cited references should include project name, reference name, title, project role, and current contact telephone number. Refer to the Reference Checks section on page eleven (11) of this RFP for information about how reference checks will be used in the evaluation process.</p>	--
<p>Total Weigh Score Possible</p>	100

Selection Process

The Proposals will be reviewed by an evaluation committee and the highest scoring Companies may be invited to an interview. The selected Company will be invited to enter 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 another Company.

Rights Reserved

The Airport reserves the following rights:

- To waive as an informality any irregularities in Proposals and/or to reject any or all Proposals.
- To extend the date for submittal of responses.
- To request additional information and data from any or all Proposers.
- To supplement, amend, or otherwise modify the RFP through addenda issued.
- To cancel this RFP with or without the substitution of another RFP.
- To reissue the RFP.
- To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the Proposals.

- To not select the highest rated Company if the proposed price is more than the Airport's budget for the work.
- To reject any Proposal if 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.
- 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. If 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 Parking & Ground Transportation Manager 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 Parking & Ground Transportation Manager: All protests and appeals must be filed with the Contact, in Section 4 of this RFP.

Airport’s Review of Protests and Appeals

1. The Airport Department publishing the RFP 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 Department 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 Department must be received by the Airport’s CEO within two (2) business days of receipt of the written decision by the Department. Properly and timely filed appeals of the decisions of the Department 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 all rights to protest and appeal.

SECTION 4 - ADMINISTRATIVE REQUIREMENTS

About the Airport

Spokane Airports is jointly owned by the City of Spokane and Spokane County. 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. The Board is responsible for the oversight of Spokane International Airport, Felts Field Airport, and the Airport Business Park.

Contact

The individual listed below is responsible for the conduct of this procurement. All questions, inquiries, concerns, or clarifications regarding this solicitation must be submitted electronically (via email) to this individual. Proposers shall not contact or communicate with any other Owner employees. Unauthorized contact about this RFP with any other Owner employees may result in immediate disqualification.

Contact Name: Chance F. Abbey
Title: Parking & Ground Transportation Manager
Organization Name: Spokane International Airport
Address: 9000 West Airport Drive, Spokane, WA 99224
E-Mail: cabbey@spokaneairports.net

Procurement 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
Monday, July 15, 2024	Issue Date of RFP
Wednesday, July 17, 2024, 11:00 AM (PDT)	Pre-Proposal Meeting
Friday, July 19, 2024, 4:00 PM (PDT)	Deadline for Submission of Questions
Wednesday, July 24, 2024, 4:00 PM (PDT)	Deadline for Airport’s Response to Questions Asked
Friday, July 26, 2024, 10:00 AM	Proposal Submission Deadline
Week of July 29, 2024	*Notify Finalist(s)
Week of July 29, 2024	*Interview Finalists (if conducted)
To Be Determined	*Negotiations
Thursday, August 1, 2024	*Successful Respondent Execution of Contract
Thursday, August 22, 2024	Recommendation to Airport Board for Award
Friday, August 23, 2024	*Airport Execution of Contract
Tuesday, October 1, 2024	*Commencement of Services Under the Contract

Cost of the Proposal

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

Airport Security

It is essential that airport security be maintained and that operations under this agreement conform to airport security requirements. Please refer to Section 6 of sample contract, Attachment 1.

Public Disclosure

- Property of Airport: Proposals submitted to the Airport shall become the property of the Airport and shall not be returned to the Proposer.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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. In addition, the successful Proposer must not be debarred, suspended, or otherwise ineligible to contract with the Airport, and must not be on the federal government’s list of Company’s suspended or debarred from working on federally funded projects.
- Non-Discrimination: All Proposers will be afforded the full opportunity to submit Proposals in response to this RFP, and no person or 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 because 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.

SECTION 5 – POST AWARD REQUIREMENTS

Items required to be provided in addition to those defined in other areas within this Request for Proposal.

Third Party Vendors:

The Awarded Proposer must provide a list with contact information for all planned third-party vendors.

SECTION 6 – PROPOSAL FORMS AND ATTACHMENTS

Submittal Form A – Proposal Information Form
Submittal Form B – Cost Proposal
Attachment 1 – Sample Contract

SUBMITTAL FORM A – Proposal Information Form

This section is to be completed by the Proposer and submitted as part of the Proposal.

The undersigned offers and agrees, if this offer is accepted within 90 calendar days from the date of proposal opening and may not withdraw its offer during this period.

It is understood by the Respondent that the Airport reserves the right to reject any and all proposals. Omission, inaccuracy, or misstatement may be cause for rejection of a proposal.

Name of Proposing Firm:	Contact Individual's Name:
Address of Contact Individual:	
Phone Number of Contact Individual:	E-mail Address of Contact Individual:
State of Washington UBI Number:	Proposer'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 have reviewed and agree to the terms and conditions of SIA Contract":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)

SUBMITTAL FORM B – Total Cost Proposal

Passenger Service Assistance

Total Cost Proposal

Name: _____ Date: _____

Address: _____

The Proposer hereby offers to enter into a contract with the Airport to provide **Passenger Service Assistance** as specified at Spokane International Airport, under the terms and conditions set forth in the Request for Proposals (RFP). The Airport reserves the right to award a contract to provide all or a portion of the following Passenger Service Assistance services, in its sole discretion.

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

All qualified interested proposers are required to provide the Airport with the following:

Passenger Service Assistance							
		Year 1 Hourly/Annual Cost	Year 2 Hourly/Annual Cost	Year 3 Hourly/Annual Cost	Total		
Passenger Service Assistance Supervisors							
Total Annual Hours	Hourly Rate						
7,325	\$	\$	\$	\$	\$	\$	\$
Ground Transportation Agents (GTA)							
Total Annual Hours	Hourly Rate						
30,675	\$	\$	\$	\$	\$	\$	\$
Queue Line Assistants (QLA)							
Total Annual Hours	Hourly Rate						
14,625	\$	\$	\$	\$	\$	\$	\$
Passenger Wheelchair Agents (PWA)							
Total Annual Hours	Hourly Rate						
38,350	\$	\$	\$	\$	\$	\$	\$
Three (3) year Total					\$		

ATTACHMENT 1 - SAMPLE CONTRACT

The Airport intends to utilize its standard Service Contract for this project. Each Respondent shall affirm in its Proposal that the terms and conditions of this Contract are acceptable.

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 Passenger Service Assistance.

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 October 1, 2024:

1. TERM

The term of this Contract shall be three (3) year commencing October 1, 2024, and expiring on September 30, 2027. The Airport shall have the option to renew this Contract for two (2) 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 October 1, 2024, and expiring on September 30, 2027, the Airport shall pay the Contractor \$____. 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 a detailed invoice.

B. Fees quoted shall be firm for the three-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 one hundred eighty days (180) 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 may be required for this Contract. If so, a copy of "Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" approved by the Washington State Department of Labor and Industries will be required. The State of Washington prevailing wage rates applicable for this public works project, which is in Spokane County, may be found at the following website address of the Department of Labor and Industries:

https://secure.lni.wa.gov/wagelookup/?utm_medium=email&utm_source=govdelivery. Based on the bid submittal deadline for this project, the applicable effective date for the prevailing wages for this project is February 15, 2024. A copy of the applicable prevailing wage rates is also available for viewing at the office of the Airport, located at 9000 West Airport Drive, Suite 204, Spokane, WA 99224. Upon request, the Airport will mail a hard copy of the applicable prevailing wages for this project.

D. The total value of this contract for any and all services pursuant to FEES, for the three (3) years commencing October 1, 2024, and expiring on September 30, 2027, 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.

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 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.

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 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 primary coverage shall not be less than [One Million Dollars (\$1,000,000), combined single limit with a Two Million Dollars (\$2,000,000) aggregate with a total of Three Million Dollars (\$3,000,000) per occurrence including the excess liability. 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.

9. 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.

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 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.

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 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
Parking & Ground Transportation 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 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. The 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 Follow

