

SPOKANE AIRPORT BOARD

SPOKANE, WA



BIDDING DOCUMENTS

FOR

AIRCRAFT GROUND POWER UNITS

ITB #25-41-1843

JANUARY 8, 2025

SPOKANE AIRPORT BOARD

AIRCRAFT GROUND POWER UNITS, ITB #25-41-1843

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INVITATION TO BID

Sealed bids will be received by the Spokane Airport Board at the Spokane International Airport, 9000 West Airport Drive, Suite 204, Spokane, Washington 99224 until Monday, January 23, 2025 at 2:00 PM for:

AIRCRAFT GROUND POWER UNITS, ITB#25-41-1843

AT

SPOKANE INTERNATIONAL AIRPORT

It shall be the duty of each Bidder to submit his/her bid on or before the hour and date specified. Bids will be opened and publicly read aloud at the designated time listed above. Any bids received after the time for opening cannot and will not be considered.

Bidding Documents are available at <http://business.spokaneairports.net/bids>. Questions during the bid period should be directed to Margaret Merin at mmerin@spokaneairports.net. Bid results (after bid opening) are available on the SIA website at.

A Contract according to the Bidding Documents, Supplementary Conditions, and Addendums (if applicable) shall be signed prior to work commencing.

The Spokane Airport Board reserves the right to reject any or all bids, to waive any informality, to accept any alternate bids, and to make such award that it deems to be in the best interest of the Airport pursuant to the terms of the Instruction to Bidders. The contract will be awarded to the lowest responsive and responsible bidder. All bidders are cautioned to be aware of the requirement to have their bids considered responsive.

Spokane International Airport is an Equal Opportunity Employer and encourages Women, Minority, Disadvantaged Business Enterprises, and small businesses to participate in the competitive bidding process.

Publication and dates:

The Spokesman Review: January 8, 12 and 15, 2025

Posted on-line - Spokane International Airports Website: <http://business.spokaneairports.net/bids/>

END OF INVITATION TO BID

SPOKANE AIRPORTS PUBLIC WORKS CONSTRUCTION

INSTRUCTIONS TO BIDDERS

Updated March 18, 2024

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ARTICLE 1
DEFINITIONS

1.1 Except as otherwise specifically provided in these Instructions to Bidder, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Bidding Documents, including these Instructions to Bidders.

1.2 The term “Addenda” means written or graphic instruments issued by Airport prior to the Bid Deadline, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections, and are incorporated into the Bidding Documents.

1.3 The term “Alternate” means a change in the Work proposed by the Airport, as described in the Bidding Documents which, if accepted by the Airport, may result in a change to either the Contract Sum or the Contract Time, or both.

1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Call for Bids and which may be revised by Addenda.

1.5 The term “Bid Form” means only the forms furnished by the Airport for submission of a Bid.

1.6 The term “Bid Security” is defined in Article 5.2.1 of these Instructions to Bidders.

1.7 The term “Bidder” means a person or firm that submits a Bid.

1.8 The term “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda thereto.

1.9 The term “Business Day” means any day other than a Saturday, a Sunday, and the holidays specified herein, and to the extent provided herein, if the Facility or applicable office of the Airport is closed for the whole of any day, insofar as the business of that office is concerned, that day shall be considered as a holiday for the purposes of computing time in these Instructions to Bidders.

1.10 The term “Calendar Day” means any day including a Saturday, a Sunday, and the holidays specified herein, if any.

1.11 The term “Contract” means the contract or agreement awarded by the Airport Board of Directors to the lowest responsive, responsible Bidder in connection with the performance of the Project.

1.12 The term “Estimated Quantity” means the estimated quantity of an item of Unit Price Work.

1.13 The term “Facility” means the Airport’s office issuing the Bidding Documents.

1.14 The term “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.

1.15 The term “Planholder” means a person or entity known by the Airport to have received a complete set of Bidding Documents and who has provided a street address for receipt of any written pre-Bid communications.

1.16 The term “Unit Price” means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.

1.17 The term “Unit Price Work” means any portion of the Project where the quantity and/or price of the Work is an estimate and unable to exact quantification.

ARTICLE 2
BIDDER'S REPRESENTATIONS

2.1 Bidder, by making a Bid, represents, warrants and covenants to the Airport that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has visited and carefully examined the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, and their respective principals, shall have the appropriate current and active licenses issued by the State of Washington for the Work to be performed, have any licenses specifically required by the Bidding Documents, and certify they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from participation in this Project by any Federal or State department or agency. Bidder will include this clause without modification in all lower tier transactions, solicitation, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have all required licenses in the name of the joint venture itself.

2.1.5 The Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), will affirmatively support any Contract entered into pursuant to this Bid, including Disadvantaged Business Enterprises, will be afforded full and fair opportunity to submit Bids in response to this Call for Bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an Award. Furthermore, the Bidder has read and shall abide by the nondiscrimination requirements contained in the Bidding Documents.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with applicable code requirements in its performance of the work.

2.1.9 Bidder has given written notice to Airport of any errors, inconsistencies or ambiguities in the Bidding Documents.

2.1.10 Bidder has made such examination and investigation necessary and is satisfied as to the conditions to be encountered in connection with the Project and the requirements of the Bidding Documents and Contract Documents.

ARTICLE 3 **BIDDING DOCUMENTS**

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Call for Bids for the fee stated therein

3.1.2 Bidders shall use only a complete set of Bidding Documents in preparing Bids

3.1.3 Airport makes copies of the Bidding Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare all components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once give written notice to Airport's Representative of known or perceived errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Contract, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Contract became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

3.3 PRODUCT SUBSTITUTIONS

3.3.1 No substitutions of product, material or equipment will be considered prior to award of Contract, if a Contract is awarded. If a Contract is awarded, substitutions of product, material or

equipment will only be considered after award of the Contract and as provided for in the Contract Documents.

3.4 SUBCONTRACTORS

3.4.1 Each Bidder shall list in the Bid Form all first-tier Subcontractors that will perform work or labor. Bidders' attention is directed to the requirements of RCW 39.30.060 as amended, which is incorporated herein by reference; provided, however the Airport requires Bidders to submit as part of the Bid (NOT within one hour after Bid time) the names of subcontractors with whom the Bidder, if awarded the Contract, will subcontract for performance of the work, or to name itself for the work.

The Bid Form contains spaces for the following information when listing Subcontractors: (1) portion of the Work; (2) name of Subcontractor and city of Subcontractor's business location; (3) Contractor Registration No. The failure to list, on the Bid Form, any one of the items set forth above will result in the Airport treating the Bid as if no Subcontractor was listed for that portion of the Work and Bidder will thereby represent to Airport that Bidder agrees that it is fully qualified to perform that portion of the Work and shall perform that portion of the Work.

3.4.2 Subcontractors listed in the Bid Form shall only be substituted after the Bid Deadline with the written consent of Airport and in accordance with fair practices and applicable law.

3.4.3 Failure to comply with any provision of this Article 3.4 shall render a Bid to be nonresponsive.

3.5 ADDENDA

3.5.1 Addenda will be issued only by Airport and only in writing. Addenda will be identified as such and will be delivered to all Bidders on the Planholder List.

3.5.2 Addenda will be available for inspection at the place where the Bidding Documents are on file for inspection.

3.5.3 Addenda will be issued such that Planholders should receive them no later than two full Business Days prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued anytime prior to the Bid Deadline.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

ARTICLE 4 **PRE-BID CONFERENCE**

4.1 Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by Airport, comments and questions are received from Bidders, and a Project site visit is conducted. Airport requires all Pre-Bid Conference attendees to arrive for the meeting on time and to sign an attendance list, which in turn is used to determine if Bidders meet

this requirement. Any Bidder not attending the Pre-Bid Conference will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

ARTICLE 5
BIDDING PROCEDURES

5.1 FORM AND STYLE OF BIDS

5.1.1 Bids shall be submitted only on the Bid Form included with the Bidding Documents and not on any other form or document. Bids not submitted on the Airport's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 All blanks on the Bid Form shall be completed. Bidder's failure to submit a price for any Alternate, Unit Price or Bid item, or Bidder's act of leaving any item blank on the Bid Form, will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, the Bidder shall indicate "No Change," "No Bid," or "Not Applicable" by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to act on behalf of Bidder. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

5.2 BID SECURITY

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 5% of the Bid (including Washington State Sales Tax) as security for Bidder's obligation to enter into a Contract with Airport on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond or a certified check made payable to "Spokane Airport Board."

5.2.2 If the apparent lowest responsive, responsible Bidder, as determined by the Airport, for any reason fails or refuses to sign the Contract and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, Airport may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or Airport may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to Airport the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which Airport procures the Work.

5.2.3 If a Bid Bond is submitted, the signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the

current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond. Additionally, the surety issuing the Bid Bond shall be, on the Bid Deadline, identified in the U.S. Department of the Treasury's Circular 570.

5.2.4 Bid Security will be returned after the Contract has been awarded, if a Contract is awarded. Notwithstanding the preceding sentence, if a Bidder fails or refuses, within 10 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents, the Airport will retain that Bidder's Bid Security. If the Bid Security is in the form of a Bid Bond, the Bid Security will be retained until the Airport has been appropriately compensated; if the Bid Security is in the form of certified check, the Airport will negotiate said check and after deducting its damages, return any balance to Bidder.

5.3 SUBMISSION OF BIDS

5.3.1 The Bid Form, Bid Security, acknowledgement of addenda, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Call for Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, facsimile, or telegraphic Bids are invalid and will not be accepted.

5.4 MODIFICATION OR WITHDRAWAL OF BID

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the Airport. Such notice shall be in writing and signed by an authorized representative of the Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 Calendar Days after the Bid Deadline unless otherwise provided in Addenda.

ARTICLE 6
CONSIDERATION OF BIDS

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as required in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly. After publicly opening Bids, the Airport will post in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents) an initial bid matrix that identifies Bidders and their respective Bid. Such initial bid matrix shall not be construed as making any determination regarding whether any Bidder is responsive or responsible.

6.2 REJECTION OF BIDS

6.2.1 Airport will have the right to reject all Bids, for any reason or no reason, anytime prior to award of the Contract.

6.2.2 Airport will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or materially irregular.

6.3 AWARD

6.3.1 Airport will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the Airport awards the Contract, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by Airport and who is not rejected by Airport for failing or refusing, within 14 Calendar Days after receipt of Notice of Intent to Award (unless stated otherwise in the Call for Bids), to sign the Contract or submit to Airport all of the items required by the Bidding Documents.

6.3.2 Airport will have the right to accept or reject Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents. The opening of Bids and evaluation of Alternates will be conducted in accordance with a procedure that, at Airport's option, either (i) prescribes, prior to the time of Bid opening, the order in which Alternates will be selected or (ii) prevents, before the determination of the apparent low Bidder has been made, information that would identify any of the Bidders from being revealed to the representative of the Airport selecting the Alternates to be used in determining the low Bidder.

6.3.3 Airport will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid, or all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that Airport has selected to be included in the Contract Sum as of the time of award.

6.3.4 Any discrepancy on the Bid Form with the multiplication of any Unit Price and its respective Estimated Quantity will be resolved in favor of the Unit Price. Any discrepancy between words

and numerals, the words shall govern. Any discrepancy on the Bid Form between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

6.3.5 Upon determining the apparent lowest responsive and responsible Bidder, the Airport will post the Bid results identifying the lowest responsive and responsible Bidder in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

6.3.6 Airport will select the apparent lowest responsive and responsible Bidder and notify such Bidder within 50 Calendar Days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 14 Calendar Days after receipt of Notice of Intent to Award, Bidder shall submit to Airport the following items:

- One original of the Contract signed by Bidder;
- Names of all Subcontractors, with their addresses, telephone number, e-mail address, contact person, portion of the Work and any designation of any Subcontractor as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Women-owned Business Enterprise (WBE), etc.; and
- Any other documents, information or items reasonably required by the Airport.

The following items will be provided by the Bidder at the Pre-Construction Conference, prior to issuance by the Airport of the Notice to Proceed:

- Payment Bond required by the General Conditions;
- Performance Bond required by the General Conditions;
- Certificate of Insurance required by the General Conditions;
- Preliminary Contract Schedule as required by the General Conditions;
- Cost Breakdown as required by the General Conditions; and
- Any other documents, information or items reasonably required by the Airport.

6.3.7 Prior to award of the Contract, Airport will notify Bidder in writing, if Airport, after due investigation, objects to a Subcontractor or Superintendent proposed by Bidder, in which case Bidder shall propose a substitute acceptable to Airport. Substitution of Superintendent shall be made in accordance with Article 3 of the General Conditions. Substitution of a Subcontractor shall be made in accordance with Article 5 of the General Conditions. Failure of Airport to object to a proposed Superintendent or Subcontractor prior to award shall not preclude Airport from requiring replacement of Superintendent or any Subcontractor based upon information received subsequent to award, information which cannot be properly evaluated prior to award due to time constraints, or information relating to a failure to comply with the requirements of the Contract.

6.3.8 If Bidder submits one original of the signed Contract and all other items required to be submitted to Airport within 14 Calendar Days after receipt of Notice of Intent to Award as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to Airport, Airport will award the Contract to Bidder by signing the Contract and returning a signed copy of the Contract to Bidder.

6.3.9 If Airport consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Contract or submit to Airport all of the items required by the Bidding Documents, within 14 Calendar Days after receipt of Notice of Intent to Award, or that Bidder is not financially or otherwise qualified to perform the Contract, may reject such Bidder's Bid and select the next apparent lowest responsive Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 14 Calendar Days after receipt of Notice of Intent to Award, to sign the Contract or submit to Airport all of the items required by the Bidding Documents, shall be liable to the Airport for all resulting losses, costs, and damages actually incurred by the Airport.

ARTICLE 7 **BID PROTEST**

7.1 FILING A BID PROTEST

7.1.1 If the Airport selects a responsible Bidder with the lowest responsive Bid, then any Bidder, person, or entity may file a Bid protest with the Airport Project Manager. The protest shall specify the reasons and facts upon which the protest is based and shall be filed in writing with the Airport not later than 2 Business Days after the date of the Final Bid Matrix posting pursuant to Article 6.3.5 of these Instructions to Bidders.

7.1.2 If the Airport selects a responsible Bidder with the lowest responsive Bid and a Bid is rejected by the Airport, and such rejection is not in response to a Bid protest, then any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) within 2 Business Days of the rejection.

7.1.3 By filing a Bid protest, the Bidder represents and warrants that Bidder has not lobbied, discussed, or otherwise engaged in any communications with regards to the Bid protest, and will refrain from the same, with any member of the Airport Board of Directors, Airport Chief Executive Officer, Airport Project Manager, or any other Airport officer, employee or representative. Such lobbying, discussion or communications shall constitute a waiver of Bidder's ability to pursue a Bid protest as set forth in this Article 7.

7.2 RESOLUTION OF BID CONTROVERSY

7.2.1 Airport will investigate the basis for the Bid protest and analyze the facts. Airport will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be

allowed to perform the Work. If deemed appropriate in the sole discretion of the Airport Project Manager, an informal hearing may be held. Airport will issue a written decision within 15 Calendar Days following receipt of the Bid protest, unless factors beyond Airport's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Airport. A copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract.

7.2.2 Bidder whose Bid is the subject of the protest, all Bidders affected by the Airport's decision on the protest, and the Bidder who made the protest may appeal the Airport's decision on the protest to the Airport Chief Executive Officer. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. If an appeal is made by the Bidder who made the protest, such appeal is limited to only those reasons and facts that were filed in writing pursuant to Article 7.1.1 and such Bidder shall be prohibited raising new, supplemental or additional reasons or facts on appeal. The appeal must be received by close of business not later than 7 Calendar Days following the Airport's transmittal to appellant of Airport's written decision on the protest.

A copy of the appeal shall be sent to all parties involved in the Bid protest and to Airport. An appeal received after close of business is considered received as of the next Business Day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or Airport holiday, the appeal will be considered timely only if received by close of business on the following Business Day.

7.2.3 The Airport Chief Executive Officer will review the Airport's decision and the appeal, and issue a written decision, or if appropriate in the sole discretion of the Airport Chief Executive Officer, appoint a person to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than 10 Calendar Days following the appointment of the person unless the person for good cause determines otherwise. The written decision of the person will state the basis of the decision, and the decision will be final and not subject to any further appeal to Airport. The Airport will complete its internal Bid protest procedures before award of the Contract.

END OF INSTRUCTIONS TO BIDDERS

SPECIAL PROVISIONS TO INSTRUCTIONS TO BIDDERS

The following Special Provisions are modifications to the Instructions to Bidders and apply only to the above-named project.

ARTICLE 2

BIDDER'S REPRESENTATIONS

- 2.1.2 Bidder is familiar with the conditions under which the product is to be provided and the local conditions as related to the requirements of the Bidding Documents.

ARTICLE 3

BIDDING DOCUMENTS

- 3.4 SUBCONTRACTORS – Not Applicable
- 3.5 ADDENDA
- 3.5.1 Addenda will be issued only by Airport and only in writing. Addenda will be identified as such and will be post at <http://business.spokaneairports.net/bids>.

ARTICLE 4

PRE-BID CONFERENCE

- 4.1 Not Applicable

ARTICLE 5

BIDDING PROCEDURES

- 5.2 BID SECURITY - Not Applicable

ARTICLE 6

CONSIDERATION OF BIDS

- 6.3 AWARD
- 6.3.5 Upon determining the apparent lowest responsive and responsible Bidder, the Airport will provide a Notice of Intent to Award via email to all Bidders.
- 6.3.6 Airport will select the apparent lowest responsive and responsible Bidder and notify such Bidder within 50 Calendar Days (unless the number of days is modified in Supplementary Instructions to Bidders) after the Bid Deadline or reject all Bids. Within 14 Calendar Days after receipt of the Notice of Intent to Award, Bidder shall submit to Airport the following items:
- One original of the Contract signed by Bidder; and
 - Any other documents, information or items reasonably required by the Airport.

The following items will be provided by the Bidder prior to issuance by the Airport of the Notice to Proceed:

Spokane Airport Board

Aircraft Ground Power Units

ITB #25-41-1843

Section 00 22 13

Special Provisions to Instructions to Bidders

- Preliminary Contract Schedule; and
- Any other documents, information or items reasonably required by the Airport.

6.3.7 Not Applicable

END OF SPECIAL PROVISIONS TO INSTRUCTIONS TO BIDDERS

BIDDER’S CHECKLIST

This Bidder’s Checklist is provided as a matter of convenience to assist in the preparation of a Bid. It is not intended to be a comprehensive list of all bidding requirements and is not a substitute for the requirements in the Bidding Documents. Use of this Bidder’s Checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Bidding Documents related to preparation of a Bid. Failure to submit a Bid as required by the Bidding Documents may result in your Bid being declared non-responsive and not considered further.

Check off each of the following as completed:

- Bid Proposal Form: Submitted on appropriate form, filled out legibly and completely. Failure to fill in any of the blanks shall be grounds for setting aside a bid as non-responsive.
- Bid is submitted in a sealed opaque envelope, identified with the following:
 - ITB Name and Number
 - Bidder’s Name
 - Bidder’s Address

Deadlines

-
- Questions must be submitted in writing to mmerin@spokaneairports.net and are due no later than 2:00 PM PST on Friday, January 17, 2025.
-
- Answers to questions will be provided by email no later than 5:30 PM PST on Tuesday, January 21, 2025.
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- Sealed bids must be received no later than 2:00 PM PST Monday, January 23, 2025 to the Airport Administration office, 9000 West Airport Drive, Suite 204, Spokane, WA 99224.
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END OF BIDDERS CHECKLIST

Spokane Airport Board

Aircraft Ground Power Units

ITB #25-41-1843

Bid Proposal Form

BID PROPOSAL FORM

1.01 TO: Spokane Airports Board
9000 W. Airport Drive, # 204
Spokane, Washington 99224

1.02 FOR: Spokane International Airport

1.03 DATE: _____ (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder’s Full Name & Address

1.05 PRE-BID CONFERENCE – Not Applicable

1.06 CERTIFICATIONS BY BIDDER

A. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm, or corporation. The undersigned further certifies that no member, officer, or agent of OWNER’S has a direct or indirect financial interest in this proposal.

1.07 OFFER

A. Having examined all matters referred to in the Contract Documents, including the Instruction to Bidders, Scope of Work, for the above-mentioned project, we, the undersigned, hereby offer to enter a Contract to provide the product specified at the following unit price, including delivery charges and Washington State Sales Tax for the amount as calculated below. All COSTS not included in individual items within the Bid Schedule shall be considered incidental.

Bid Schedule			
Description	Estimated Quantity *	Unit Price	Totals
Aircraft Ground Power Unit	4	\$	\$
Washington State Sales Tax (9% Total Units)			\$
Total Bid (Total Units + WSST)			\$

*The Airport reserves the right to change the Estimated Quantity at its discretion.

1.08 SUBCONTRACTOR LIST – Not Applicable

1.09 ACCEPTANCE

A. This offer shall be open to acceptance and irrevocable for sixty (60) calendar days from the bid closing date.

Spokane Airport Board

Aircraft Ground Power Units

ITB #25-41-1843

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- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within fourteen (14) calendar days of receipt of Notice of Intent to Award, unless otherwise identified.
- C. By submitting and signing this Bid Form, we certify that we comply with the conditions of the Bidding Documents, including the Instruction to Bidders.

1.10 CONTRACT TIME AND LIQUIDATED DAMAGES

- A. If this Bid is accepted, we will deliver four (4) Aircraft Ground Power Units within ninety (90) days of the Notice to Proceed date.
- B. If delivery is not complete within delivery time, Liquidated Damages will be assessed in the amount of \$250.00 per calendar day beyond the delivery dates listed above.

1.11 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum# _____ Dated _____.
 - 2. Addendum# _____ Dated _____.
 - 3. Addendum# _____ Dated _____.
 - 4. Addendum# _____ Dated _____.

1.12 BID FORM SIGNATURE(S)

- A. Undersigned designated his office of record to which notices may be mailed or faxed is the same as the address listed below:
 - 1. Company: _____ (Legal Entity Name)
 - 2. Submitted by: _____ (Original Signature)
 - 3. Print name and title:

 - 4. Address: _____
 - 5. Telephone: _____
 - 6. Fax: _____
 - 7. E-mail: _____

1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

End of Bid Proposal Form

PURCHASE CONTRACT

AIRCRAFT GROUND POWER UNITS, CONTRACT #25-41-1843

THIS CONTRACT, made and entered into this _____ day of _____, 2025, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport," and _____, a Corporation organized and existing under the laws of the State of _____, hereinafter referred to as "Vendor."

The Vendor, in consideration of the sum to be paid by the Airport and of the covenants and agreements herein contained, hereby agrees at vendors own proper cost and expense, to complete all work, furnish all materials, tools, labor, appliances, equipment, machinery, and appurtenances for Aircraft Ground Power Units, Contract # 25-41-1843, to the extent of the Bid Proposal made by the Vendor, dated _____, 2025, all in full compliance with the Bidding Documents referred to herein.

The BIDDING DOCUMENTS, including the signed copy of the BID PROPOSAL, the SCOPE OF WORK, the INSTRUCTIONS TO BIDDERS, the Special PROVISIONS, and Addendum(s) # _____ all entitled Aircraft Ground Power Units, Contract #25-41-1843, 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 and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Bidding Documents, the Airport agrees to pay to the Vendor \$ _____, which includes Washington State Sales Tax. Other adjustments shall be made in accordance with the Bidding Documents or as otherwise herein provided. The Airport agrees to make such payments in the manner and at the times provided in the Bidding Documents.

The Vendor agrees to provide Aircraft Ground Power Units within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Bidding Documents and based upon the said Bid Proposal.

The Vendor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for one year following acceptance of the product and installation, and further agrees to indemnify and save the Airport harmless from any costs encountered in remedying such defects.

It is agreed that the time for completion of the Contract shall be ninety (90) calendar days from the Notice to Proceed date. Liquidated Damages will be assessed in the amount of \$250.00 per calendar day beyond the delivery deadlines listed in the bidding documents.

Signature Page Follows

Spokane Airport Board

Aircraft Ground Power Units

ITB #25-41-1843

Sample Purchase Contract

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written:

SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:

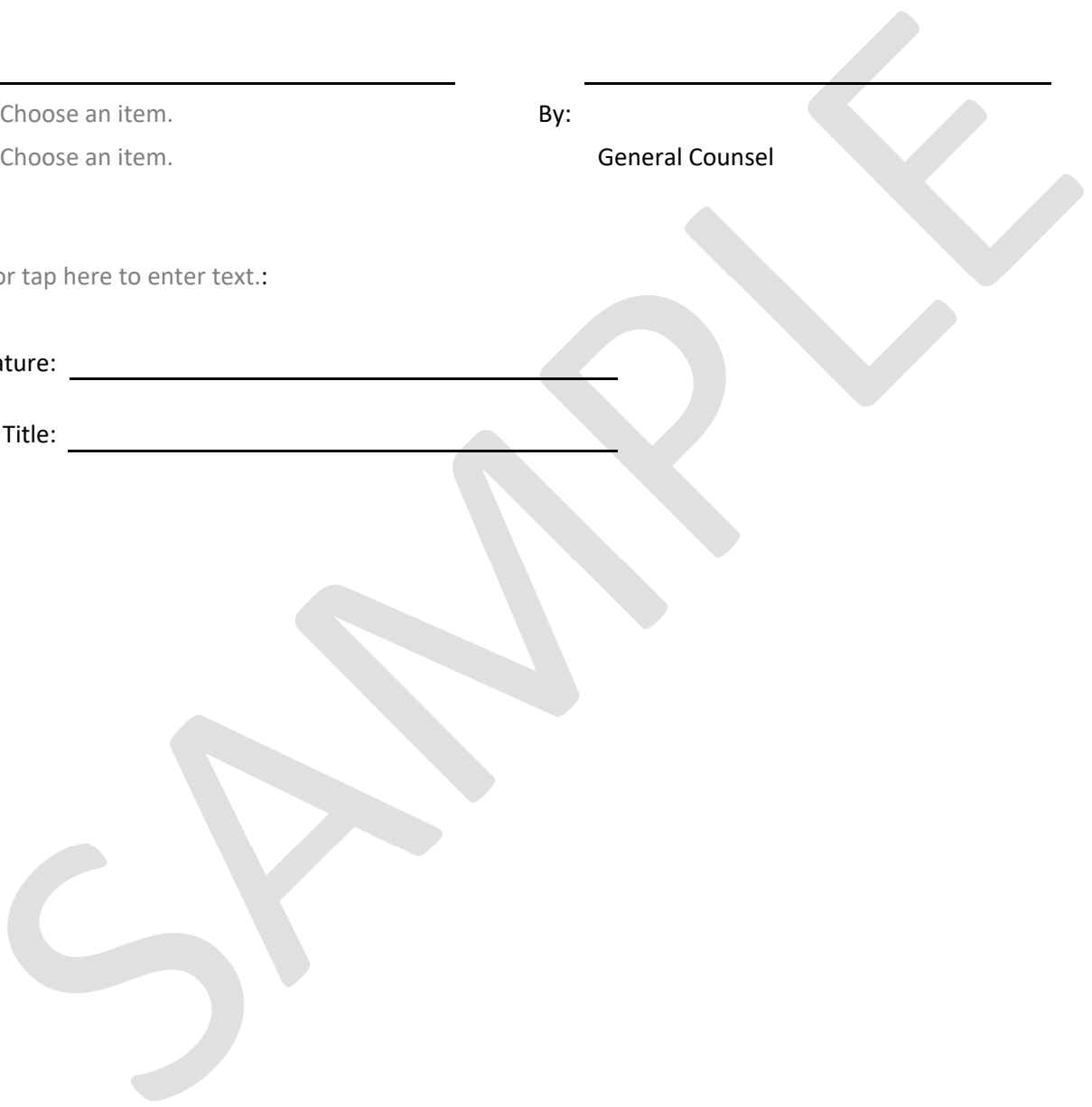
By: Choose an item.
Choose an item.

By: General Counsel

Click or tap here to enter text.:

Signature: _____

Title: _____



GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES
COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

END OF GENERAL CIVIL RIGHTS PROVISIONS

PRODUCT REQUIREMENTS

Part 1 - GENERAL INFORMATION

Project Identification: SIA ITB # 25-41-1843 Aircraft Ground Power Units

Location: Spokane International Airport (SIA)

Owner: Spokane Airport Board

9000 W Airport Drive #204

Spokane, WA 99224

The vendor shall supply to the Spokane Airport four (4) Aircraft Ground Power Units (GPU) in accordance with the Bidding Documents.

These GPU's will replace the existing units located on the West Cargo Ramp at the UPS and FedEx Jet aircraft parking positions #1-4. The current units that were installed in 2013 are 2012 Cavotec Model #SSP64-90-4D. The removal of the existing units shall be conducted by Airport staff immediately prior to installation. Coordination of delivery schedules is essential and must be strictly adhered to.

Part 2 - SPECIAL CONDITIONS

The GPU's will be delivered as specified, in ready-to-work condition, to Spokane International Airport, Airfield Maintenance Department, 8008 W. Aviation Ave, Spokane, WA 99224. The Spokane Airport Board will issue payment within thirty (30) days of the acceptance date of each vehicle.

Timely delivery of the vehicles is essential to the Spokane Airport Board and time limits stated in the Bidding Documents are of the essence. Liquidated damages will be assessed in the amount of \$250.00 per calendar day for each day beyond the delivery dates listed above that the vehicles remain undelivered in a satisfactory manner. Assessment of liquidated damages shall not release the Vendor from any further obligations or liabilities pursuant to the Bidding Documents.

Only the latest model equipment, as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be accepted. Equipment shall be composed of new parts and materials. Any unit containing used parts will be rejected. All components shall be verified through their manufacturer for compliance under the specification prior to final acceptance by Spokane International Airport. In addition to the equipment herein specifically called for, all equipment cataloged by the manufacturer as standard or required by Spokane International Airport, shall be furnished with the unit. The manufacturer shall maintain spare parts in support of any equipment that may be purchased because of this solicitation for a period of not less than ten (10) years from the date of delivery.

The vendor shall guarantee in writing that for the manufacturer's warranty period, it will at its own expense and without expense to Spokane International Airport, replace all failed parts and make all repairs that may be required by reason of defective workmanship or material in any part of the assembly of the unit and associated components. The manufacturer's warranty shall be for a period not less than one (1) year from the date of first use, except those items of standard commercial design, such as engines, axles, tires, etc. These will carry the manufacturer's standard warranty, and upon notice the manufacturer and vendor shall promptly repair or replace all defective or damaged items delivered under the contract. The manufacturer and vendor shall aid Spokane International Airport with any

warranty problems which may arise from manufacturing or suppliers. The vendor may elect to have any item returned to its plant, with freight charges being the responsibility of the vendor.

Part 3 - SPECIFICATIONS

3.1. General Purpose

The primary function of each GPU shall be to provide electrical power to aircraft while it is on the ground and its engines are not running, eliminating the need for the aircraft to use its auxiliary power unit (APU) or main engines.

3.1.1. Key functions include:

- 3.1.1.1. Electrical Power Supply: 90kVA and 400Hz for commercial aircraft to power onboard systems such as avionics, lighting, and environmental controls.
- 3.1.1.2. Battery Charging: Supports recharging the aircraft's onboard batteries.
- 3.1.1.3. Maintenance Support: Provides stable power for troubleshooting and testing aircraft systems during maintenance.
- 3.1.1.4. Environmental Comfort: Enables air conditioning or heating systems to operate while the aircraft is parked.
- 3.1.1.5. Fuel and Emissions Reduction: By replacing the need to use the APU or engines, GPUs significantly reduce fuel consumption and carbon emissions during ground operations.

3.2. Requirements:

- 3.2.1. Cable Storage Solutions: Reels, spools, or brackets for safe and convenient cable management.
- 3.2.2. Wheel Kit: Heavy-duty castor wheels or similar mechanisms for mobility and secure positioning. Wheels must have a braking system.
- 3.2.3. Power Supply: Cable connectivity compatible with a 480, 3-phase panel. This cord should have a 5 pin, 3 phase plug that includes a neutral and ground. The cord should have a minimum of 10ft reach.
- 3.2.4. Aircraft Power Cable: The power cable shall be single jacketed, multi-conductor aircraft cable. It shall meet or exceed the SAE AS5756 standard. The length shall be 60ft in length.
- 3.2.5. Connector/Plug: The plug shall have an industry-standard connector that meets or exceeds SAE AS7974 requirements.
- 3.2.6. Weatherproofing: Units must be rated for outdoor use (e.g., IP ratings for water, dust and extreme temperature resistance). Units will be always exposed to all weather conditions.

3.3. Optional Features that will not be considered in bid price:

- 3.3.1. Tow Bar: A tow bar or attachment for vehicle towing.
- 3.3.2. Paint: A standard outdoor paint is required. Safety Yellow is preferred.
- 3.3.3. Additional Safety Features: Emergency stop buttons, safety lights, or alarms.

Part 4 - DOCUMENTATION

4.1.1. The contractor shall furnish two (2) sets on paper or flash drive of the following publications:

- 4.1.1.1. Operation Manual: A detailed guide for operating the GPU, including start-up, shutdown, and troubleshooting procedures.

- 4.1.1.2. Maintenance Manual: Information about periodic maintenance schedules, parts replacement, and servicing.
- 4.1.1.3. Technical Specifications: Detailed documentation of electrical outputs, capacities, and any adjustable settings.
- 4.1.1.4. Warranty Information: Coverage details for parts and labor, along with any extended warranty options.
- 4.1.1.5. Compliance Certificates: Certification that the GPU meets relevant aviation, electrical, and environmental standards (e.g., FAA, ISO, SAE).

Part 5 - COMMISSIONING AND TRAINING

5.1. Commissioning of the GPU's

- 5.1.1. Perform onsite inspection and setup of the GPU.
- 5.1.2. Test functionality to ensure it meets the required operational specifications.
- 5.1.3. Verify compatibility with various aircraft types as per specifications.
- 5.1.4. Conduct performance tests, including load testing, to ensure reliable and efficient operation.
- 5.1.5. Provide detailed documentation of commissioning activities and test results.

5.2. Staff Training

- 5.2.1. Deliver comprehensive training for up to 10 staff members.
- 5.2.2. Cover the following topics during training:
 - 5.2.2.1. GPU operation and control procedures.
 - 5.2.2.2. Maintenance routines and troubleshooting techniques.
 - 5.2.2.3. Safety protocols, including emergency shutdown and handling procedures.
 - 5.2.2.4. Provide training materials, up to and including manuals, quick-reference guides, and instructional videos.
 - 5.2.2.5. Conduct practical, hands-on training sessions at the designated location.