

# SPOKANE AIRPORT BOARD

## REQUEST FOR PROPOSAL

### DIGITAL CONTENT MANAGEMENT

RFP Number: 24-45-9999-005

RFP Release Date: January 21, 2024

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### ABBREVIATIONS

Airport.....	Spokane Airport Board
BIDS .....	Baggage Information Display System
CEO .....	Chief Executive Office
COO .....	Chief Operating Officer
DCM.....	Digital Content Management
EVIDS .....	Electronic Video Information Display System
FAA.....	Federal Aviation Administration
FIDS.....	Flight Information Display System
GIDS .....	Gate Information Display System
LIDS .....	Lane Identification Display System
MUFIDS .....	Multi-User Flight Information Display Systems
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

The Spokane Airport Board is soliciting proposals for Digital Content Management (“DCM”) services in various areas of Spokane International Airport (“SIA”). The contract covers DCM services including flight and ground operations information services for airport and airline operations, various flight information displays, baggage carousel displays, airport wayfinding, Electronic Video Display Information (ticketing back wall LCD displays, large-format LED display arrays), SIA web page flight and ground information feeds, and pre-recorded FAA and TSA public address announcements.

### Budget and Funding Source(s)

The anticipated costs for this project/service are: \$85,000.00 to \$100,000.00 per year

The use of Grant and/or Federal funds is not applicable to the work under this RFP.

### Schedule (*post award*)

The Airport desires a firm fixed-price contract for a term of three (3) years beginning on April 1, 2024, and ending March 31, 2027, with two (2) optional 1-year term extension, at the sole discretion of the Airport.

### Project/Service Location

Spokane International Airport, 9000 West Airport Drive, Spokane, WA 99224

### Goals

The proposer shall provide all services and equipment to accurately display information on the displays around the airport facility and on the airport website. Digital content may include, but is not limited to, airport generated content, website URL's, streamed or USB content, as well as baggage, gate, and ticket counter display content. Digital content may be provided by MUFIDS managed services vendor, third party vendors, or the airport. Systems that will require integration may include, but not limited to, website, airline flight information, baggage carousel, paging system, airline provided content, and Amadeus Shared Use system content. Content may be on-premises, web-based and/or in the cloud, and updated from any of these locations. The Airport requires the proposed solution to provide full operation and support to SIA staff, tenants, and the travelling public throughout specified areas of the airport. Devices may need to support multiple types of content on an individual display.

Current content shall be recreated for the proposed system. The successful proposer shall have the capacity to create the content and provide content creation services throughout the project and duration of the managed services contract. For the project, displays shall be initially designed to look the same as they are currently.

VISUAL PAGING - The airport currently does not have visual paging capability. The proposer to provide a solution to implement a visual paging system for public address and emergency.

## Unique Considerations/ Challenging Requirements

The airport will begin implementing the Amadeus Airport Common Use System (ACUS) in 1Q 2024. The FIDS and GIDS data will need to be integrated to ensure seamless operations.

Southwest Airlines does not have a “Public” or third-party data feed for their GIDS displays. The SWA GIDS data feed requires a unique program created for and used by Southwest Airlines.

The airline's ticketing counter LIDS displays are individually controlled via a touch screen located behind each airline's ticket counter. See exhibit A.

The airport uses multiple 55” thin bezel EVIDS displays for all the airline branding behind each ticket counter location. Each airline uses unique video patterns. The proposer is welcome to provide additional options for these displays. See exhibit B.

### WAYFINDING LED DISPLAYS

The airport has three 4’ x 8’ LED (Nanolumens) wayfinding displays in the C Concourse. See exhibit C.

### CHANDELIER

The Chandelier is a video spectacular (Nanolumens) suspended from the center of the airport’s rotunda. It is immediately visible for Concourse A/B arriving and departing passengers. It features four cuboidal LED displays in the center surrounded by four large, curved LED panels. The video displays change seasonally. See exhibit D.

The resolutions for each display are:

- Cuboids – 1152 (W) x 1080 (H)
- Curved LEDS – 960 (W) x 1632 (H)

NOTE: Currently the only displays that are functioning are the curved LEDS. The cuboids have failed. Due to the display location, they are extremely difficult to service.

### WELCOME WALL

The Welcome Wall is a video spectacular (Nanolumens) which sits atop the ledge above the threshold between the Rotunda and Baggage claim. It is comprised of a large rectangular main LED display flanked by four three-sided displays which give the appearance of a cuboidal structure. The Welcome Wall is visible to all passengers in the A/B Concourse rotunda, however, is most impactful for arriving passengers. The video displays change seasonally. See exhibit E.

Resolutions for each display are:

- Main LED – 2400 (W) x 720 (H)
- Large Cuboid – 864 (W) x 780 (H)
- Medium Cuboid – 864 (W) x 660 (H)
- Small Cuboid – 864 (W) x 600 (H)

## ADVERTISING/WAYFINDING INTEGRATED WITH FIDS

Several flight information display screens have advertising or wayfinding playlists integrated at the bottom of the screen. See exhibit F.

The resolution for Promotions Integrated with FIDS is 1080 (W) x 625 (H).

## SECTION 2 – CURRENT ARCHITECTURE

There is one (on-prem) virtual server that runs the Content Management System.

Displays are controlled using small form-factor computers mounted behind each display. Each computer is supplied with 120V power and data via CAT6 cabling. Multiple displays grouped together use a single form-factor computer with multiple display ports.

### DISPLAYS

#### TICKET COUNTER BACKWALLS

Large format LCD arrays are installed behind the check-in counters to provide a large canvas on which airlines can brand their space. Each individual high-definition monitor has a native resolution of 1080 (W) x 1920 (H) but each airline has a unique number of arrays, therefore resolutions. See exhibit B.

NOTE: The resolutions for content are half the size of the native resolution of displays. This is because there is video processing equipment being used to scale and synchronize content across the displays.

The following is a list of carriers and the resolutions:

- Alaska Airlines (1x19) – 10260 (W) x 960 (H)
- American Airlines (1x12) – 6480 (W) x 960 (H)
- Open (1x8) – 4320 (W) x 960 (H)
- Delta Airlines (1x20) – 22680 (W) x 960 (H)
- Allegiant (1x14) – 7560 (W) x 960 (H)
- United Airlines (1x20) – 10800 (W) x 960 (H)
- Southwest Airlines (1x19) – 10260 (W) x 960 (H)

#### LANE IDENTIFIERS (LIDS)

There are 50 Lane identifier displays throughout the airport installed over each ticket counter position. These displays allow each airline to manage passenger designations such as priority passengers, special services, bag drop off, etc. Each airline has a touch panel installed in their area by which to manage these counter positions on demand. See exhibit G.

The resolution for Lane Identifiers is 1920 (W) x 540 (H)

#### AIRLINE BRANDING (LIDS)

There are 36 airline branding displays throughout the airport located above the check-in counters, oriented perpendicularly to the actual check-in counters. These displays help passengers identify where the airline is as they enter the airport. See exhibit H.

The resolution for Airline Branding displays is 1920 (W) x 540 (H)

#### AIRPORT DIRECTORIES

Airport Directories are located throughout the airport and provide travelers with the airport layout; each with a unique “You are Here” context. See exhibit I.

The resolution for Airport Directories is 1920 (W) x 1080 (H).

#### WAYFINDING DISPLAYS

There are 24 digital wayfinding displays located throughout the airport which provide passengers with directions to key points of interest in the airport. See exhibit J.

Resolutions for each individual display are as follows.

- 88” LCD Stretch – Various Locations – 3840 (W) x 1080 (H)
- 86” LCD Stretch – Various Locations - 3840 (W) x 600 (H)
- 49” LCD Baggage Claim Area – 1920 (W) x 1080 (H)
- 2.5mm LED (Concourse C Baggage Claim) – 960 (W) x 440 (H)
- 1.9mm LED (Concourse A/B Baggage Claim – 1280 (W) x 720 (H)

NOTE: These resolutions are for each individual display. If any location has two or more displays in an array, please add accordingly.

#### FLIGHT INFORMATION DISPLAYS (FIDS)

There are 19 digital FIDS displays located throughout the airport which provide passengers with essential airline and flight information including To/From Destinations, Airline, Flight Number, Gate, Baggage Carousel Number, Time and Status (On-Time, Delayed, Arrived, Departed, etc.) See exhibit K.

Resolutions for FIDS display is 1920 (W) x 1080 (H)

#### GATE INFORMATION DISPLAYS (GIDS)

There are 26 digital GIDS displays throughout the airport which provide passengers with information including Airline, Flight Number, Destination, Boarding Status, Local Time. See exhibit L.

NOTE: Southwest Airlines does not have a “Public” or third-party data feed for their GIDS displays. The SWA GIDS data feed requires a unique program created for and used by Southwest Airlines.

NOTE: Currently Delta, Alaska and American Airlines provide their own proprietary GIDS display hardware and data feeds. It is still to be determined whether these will continue to be proprietary or become SIA owned standard GIDS displays once Amadeus ACUS is fully implemented.

## BAGGAGE INFORMATION DISPLAYS (BIDS)

There are 10 BIDS displays (six in A/B baggage claim and four in C baggage claim) that provide passengers with information including Baggage Claim Number, Airline, Flight, Origin, Status, Local Time. See exhibit M.

## SECTION 3 - PROPOSAL REQUIREMENTS

### Pre-Proposal Meeting and Site Visit

**MANDATORY Pre-Proposal Meeting:** See Procurement Schedule, Section 5 for date and time. Those interested in responding to the Request for Proposals (RFP) are required to participate in a Pre-Proposal Meeting via ZOOM:

Pre-registration link (required for attendance purposes): <https://spokaneairports-net.zoom.us/j/8050715377?pwd=OpXoCbYmczB2P6C5wk5tWTfBpNArWR.1&omn=81759850212>

Meeting ID: 805 071 5377

Passcode: 5377

Any proposal submitted by an offeror which did not attend this pre-proposal meeting will be rejected.

Optional non-binding site visits are only by appointment and are scheduled at the convenience of Airport staff. Granted site visits must be completed within two hours.

### Date and Time Requirements

Proposals must be received by the Airport through form submission via URL code: <https://app.smartsheet.com/b/form/5806df0b9f22450692282193a276dc51> no later than the date and time indicated in the Procurement Schedule, Section 5. Upon receipt of the electronic submission, a receipt email will be issued confirming your submission.

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

One (1) single electronic file of the Proposal, in searchable PDF format, in response to the information requested in the Evaluation Criteria section of this RFP.

Proposals delivered by hand, fax, or telephone or any postal carrier will not be accepted. Electronic submittal shall be limited to the documents specified in the RFP document.

### 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 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 5, Buyer/Contact. Questions must be asked prior to the date and time indicated within the Procurement Schedule in Section 5. 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://www.spokaneairports.net/rfp.htm>. 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 Buyer/Contact, Section 5 of this RFP. Receipt of

addenda must be acknowledged by Respondents on the Proposal Information Form that must be submitted with the Proposal.

## SECTION 4 - 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.

Cost weight is calculated using the Best Value Method. The Best Value Method calculates cost weight by considering all factors except cost, which are evaluated and scored based on established criteria. The cost evaluation involves dividing the total points awarded to each proposal by its proposal cost, resulting in a cost per point value.

<u>EVALUATION CRITERIA</u>	<u>WEIGHTING (MAXIMUM POINTS)</u>
<u>MINIMUM REQUIREMENTS:</u>	
1. <u>Standard Contract Language:</u> Signature on Submittal Form A – Proposal Information Form certifies agreement.	Pass/Fail
<u>SELECTION CRITERIA:</u>	
2. Executive Summary (one (1) page maximum) Summarize strong points and how experience, particularly with similar responsibilities, will benefit the stakeholders.	5
3. Implementation Approach (six (6) pages maximum) State in succinct terms the respondents understanding of the key issues of this request. Describe specifically the respondents intended process and responsibilities. Identify important steps that will be taken to meet the Airports expectations and identified deliverables.	20
4. System Capability (six (6) pages maximum)	20
5. Support Service (two (2) pages maximum) Provide details of the Service Level Agreement (SLA) that covers all devices under the contract. Preferred options: 24x7 or 8x5xNBD.	20
6. Company Qualifications and Experience (three (3) pages maximum) Provide three relevant projects of comparable size, scope, and complexity. Describe relevance to SIA's needs.	15



<u>EVALUATION CRITERIA</u>	<u>WEIGHTING</u> <u>(MAXIMUM</u> <u>POINTS)</u>
<u>SELECTION CRITERIA, Continued:</u>	
7. Project Team Qualifications (two (2) pages maximum) Provide an organizational chart of the staff and third-party vendors 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.	15
8. RFP Requirements Points granted for complete submission.	5
9. Cost (Submittal Form B) (not scored, Best Valuation Method, see above) Provide a fee proposal based on providing a fully functional system, including: <ul style="list-style-type: none"> <li>• Annual Pricing for initial three-year term. Pricing should include all features, upgrades, hardware, software, and licensing for the duration of the managed services contract. Separate one-time fees from ongoing fees.</li> <li>• Any additional fees not included in the services contract shall be detailed in the proposal.</li> </ul>	--
Total Weigh Score Possible	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 Offerors.
- 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 Offeror'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 Offeror.

## Interviews

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

## Protest and Appeal Procedures

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

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

**Form and Manner of Filing:**

1. In Writing: All protests and appeals must be in writing, signed, and specify the reasons and facts upon which the protest or appeal is based. Failure to raise any reason or fact upon which the protest or appeal is based shall constitute a waiver and/or forfeiture of such reason or fact for protest or appeal.

2. File protest of award with the Airport's Contract & Procurement Specialist: All protests and appeals must be filed with the Buyer/Contact, in Section 5 of this RFP.

#### Airport's Review of Protests and Appeals

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

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

## SECTION 5 - ADMINISTRATIVE REQUIREMENTS

### About the Airport

Spokane Airports are 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.

### Buyer/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. Offerors 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: Margaret Merin  
Title: Contract & Procurement Specialist  
Organization Name: Spokane Airports  
Address: 9000 West Airport Drive, Spokane, WA 99224  
E-Mail: mmerin@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
Sunday, January 21, 2024	Issue Date of RFP
<b>Tuesday, January 30, 2024, 11:00 AM</b>	<b>Pre-Proposal Meeting</b>
Friday, February 9, 2024, 2:00 PM	Deadline for Submission of Questions
Tuesday, February 13, 2024, 5:30 PM	Deadline for Airport's Response to Questions Asked
<b>Thursday, February 22, 2024, 2:00 PM</b>	<b>Proposal Submission Deadline</b>
Week of March 4, 2024	*Interview Finalists (if conducted)
Week of March 11, 2024	*Negotiations
Friday, March 15, 2024	*Successful Respondent Execution of Contract
Thursday, March 28, 2024	Recommendation to Airport Board for Award
Friday, March 29, 2024	*Airport Execution of Contract
Monday, April 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 Offeror in connection with the Proposal submitted shall be the sole responsibility of (borne solely by) the Offeror.

### 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 Offeror.
- **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 Offeror wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as "Confidential" in the Proposal. In addition, the Offeror must provide the legal basis for the exemption to the Airport.

- Proposals Not Marked as Confidential: If a Proposal does not clearly identify the confidential portions, the Airport will not notify the Offeror that its Proposal will be made available for inspection and copying.
- Process for Disclosing Information: If a request is made for disclosure of material or any portion marked "Confidential" by the Offeror, the Airport will determine whether the material should be made available under the law. If the Airport determines that the material is not exempt and may be disclosed, the Airport will notify the Offeror of the request and allow the Offeror ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Offeror fails or neglects to take such action within said period, the Airport may release the portions of the Proposal deemed subject to disclosure.
- Indemnification by Offeror: To the extent that the Airport withholds from disclosure all or any portion of Offeror's documents at Offeror's request, Offeror shall agree to fully indemnify, defend, and hold harmless the Airport from all damages, penalties, attorneys' fees and costs the Airport incurs related to withholding information from public disclosure.
- No Claim Against Airport: By submitting a Proposal, the Offeror consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.
- Basic Eligibility: The successful Offeror must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful Offeror must not be debarred, suspended, or otherwise ineligible to contract with the Airport, and must not be on the federal government's list of Company's suspended or debarred from working on federally funded projects.
- Non-Discrimination: All Offerors will be afforded the full opportunity to submit Proposals in response to this RFP, and no person or Company shall be discriminated against on the grounds of race, color, age, sex, or national origin in consideration for an award issued pursuant to this RFP.
- Approval of Sub-Consultants: The Airport retains the right of final approval of any sub-consultant of the selected Offeror who must inform all sub-consultants of this provision.
- Other Contracts: During the original term and all subsequent renewal terms of the contract resulting from this RFP, the Airport expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.
- Funding Availability: By responding to this RFP, the Offeror acknowledges that for any contract signed because of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
- Prohibition Against Lobbying: The Offeror shall not lobby, either on an individual or collective basis, the Airport Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written Proposal. Offerors, the Offeror's acquaintances, friends, family, outside

advisors, agents, or other representatives shall not contact the Airport Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of an Offeror, intentionally or unintentionally, will result in disqualification of the Offeror and/or rejection of a written Proposal.

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

## SECTION 6 – 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.

Required Submittals:

The Proposer shall provide and have approved by Airport IT staff, the following submittals during project, as specified:

- **System Drawings:** The Proposer shall submit drawings that clearly illustrate the proposed system architecture and show the normal flow of data throughout the system. These drawings shall be submitted at the 50% and 100% design levels. This shall include ports and IP addresses that the proposer plans to use. Drawings shall be delivered to the Authority within 30 days of notice to proceed.
- **Shop Drawings:** The proposer shall submit drawings that clearly illustrate the type, specifications, intended use, installation methods, and maintenance of any new, updated, or replaced devices required to meet these requirements.
- **Disaster Recovery Plan:** Due to the critical nature of airport operations, the Proposer shall prepare a primary disaster recovery plan for the MUFIDS and digital content system. The Proposer shall include a description of how the Proposer will be able to respond with the necessary labor, hardware, software, technical support, materials, equipment, and other requirements to ensure that the MUFIDS and digital displays are up and running properly throughout a disaster scenario. Provide a timetable detailing actions in a "cause and event" scenario. A summary description of the Proposer's plan shall be provided with the proposal response, a detailed "disaster recovery plan" shall be delivered to the Authority within 60 days of notice to proceed.

### Required Project Documentation and Training:

- **As-built drawings:** The Proposer shall supply system as-built drawings prior to final system acceptance. These drawings shall be provided in Microsoft Visio drawing format that can be edited by the Airport and in Adobe (.pdf) format. The drawings shall detail system component and data interconnectivity, component locations, data exchanges between systems. Hardware and software support documentation and any applicable manufacturer documentation shall be supplied. To the extent possible, flight data shall be detailed to who and how the data is updated throughout the data flow from origination to final display. Known IP address and ports shall be included in the drawings.
- **System Administration Documentation:** The Proposer shall provide system administration documentation for tasks the airport will need to perform. This documentation should include, but is not limited to additions, moves, and changes of devices or content.
- **Documentation Reference:** The Proposer shall supply a complete list and cross-reference of all supplied documents (i.e., name, brief description, and document number).
- **Maintenance Manuals:** Manuals including maintenance instructions and other descriptive material as received from the manufacturers shall be provided that will enable authority personnel to maintain equipment and test equipment. This documentation shall include descriptions, specifications, theory of operation (where applicable), layout drawings (showing component types, positions, and locations), and back-panel and assembly wiring diagrams. In addition, electronic copies of all documentation will be provided. Documentation shall include instructions for preventive maintenance procedures that include examinations, tests, adjustments, and periodic cleaning.
- **Devices should be named with a convention that enables onsite personnel to identify the location of the device by the name of the device.** Airport staff shall approve final naming of devices.
- **Describe training to be provided for Airport IT and other onsite staff that need training on management interfaces.** For example, building maintenance or operations staff may need after-hours onsite support.

## **SECTION 7 - PROPOSAL FORMS and ATTACHMENTS**

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

SUBMITTAL FORM A – Proposal Information Form

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

OFFICIAL AUTHORIZED TO SIGN FOR RESPONDENT:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct and <b><u>have reviewed and agree to the terms and conditions of SIA Contract. See Attachment 1</u></b> ":	
Signature:	Date:
Print Name and Title	Location or Place Executed: (City, State)



SUBMITTAL FORM B – Cost Proposal

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

Consider, some work may be subject to Washington State Prevailing Wage laws. In the event of a mathematical error, the cost as quoted will prevail.

Service Package	Annual Cost For the Three-Year Term
Package 1: Basic Content Management <ul style="list-style-type: none"> <li>Content creation and editing</li> <li>Metadata tagging</li> <li>Basic file organization</li> <li>Monthly content reporting</li> </ul>	\$
Package 2: Advanced Content Management <ul style="list-style-type: none"> <li>All features from Package 1</li> <li>Custom metadata development</li> <li>Version control and audit trail</li> <li>User access management</li> <li>Weekly content performance analytics</li> </ul>	\$
Package 3: Premium Content Management <ul style="list-style-type: none"> <li>All features from Package 2</li> <li>Workflow automation</li> <li>Integration with third-party tools</li> <li>Priority support</li> <li>Bi-weekly strategy sessions</li> </ul>	\$
Additional Services	Annual Cost For the Three-Year Term
Training and Onboarding <ul style="list-style-type: none"> <li>Onsite or remote training sessions</li> <li>Comprehensive user documentation</li> <li>Ongoing support during onboarding period</li> </ul>	\$
Custom Development <ul style="list-style-type: none"> <li>Tailored features and functionalities</li> <li>API integrations with specific platforms</li> <li>Custom reporting solutions</li> </ul>	\$

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 Digital Contract Management service for the Airport.

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

1. TERM

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

2. FEES

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

B. Fees quoted shall be firm for the first-year term of the Contract. If the Airport exercises the option to renew, acceptance of a fee changes for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within [thirty (30) days] prior to the

expiration of the current term, said option will be null and void. Agreement on any price change shall remain firm for the renewal year. Price changes for any option periods shall not exceed provable changes in expenses for labor and materials by the Contractor. All amendments or modification to this Contract, including but not limited to a fee change, shall be mutually agreeable and set forth in a separate writing executed by both Contractor and the Airport.

C. Prevailing wages 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](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 one (1) year commencing December 1, 2023, and expiring on November 30, 2024, shall not exceed [\_\_\_\_] (\$\_\_\_\_)] excluding Washington State Sales Tax.

3. SCOPE OF WORK

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

4. RELATIONSHIP OF THE PARTIES

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

5. CONTRACTOR'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

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

B. Subject to and in accordance with all applicable laws and ordinances and such reasonable rules and regulations as may be adopted by the Airport for the regulation thereof, Contractor may, together with others, use [SIA and ABP & Felts] and its appurtenances, if necessary, for the purpose of

providing the Airport with the work set forth in Attachment A. The privileges granted hereby shall be non-exclusive and include without limiting the generality thereof.

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

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

E. Contractor shall observe and comply with any and all applicable Airport, federal, state, and local laws, statutes, ordinance, and regulations and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time, be promulgated by any federal, state, or local government or agency thereof.

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

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

6. SECURITY

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

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

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

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

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

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

#### 1. 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.

## 2. INSURANCE

The Contractor shall, at its own cost and expense, maintain insurance in full force and effect during the term of this Contract in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Contract. The insurance policy(ies) shall be the standard comprehensive insurance coverage, with aircraft exclusions deleted, to cover all operations of the Contractor. The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; automobile including owned, non-owned, leased, and hired; aircraft; and contractual coverage, including the obligations pursuant to Article 7 - INDEMNITY AND WAIVER OF DAMAGES, herein. The Airport, the City and County of Spokane, their elected and appointed officials, agents, and employees shall be named as additional insureds with respect to the Contractor's use of [SIA and ABP & Felts] which are the subject of this Contract. The Contractor's insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Contractor shall promptly upon execution of this Contract, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Contract. The coverage shall not be less than [One Million Dollars (\$1,000,000), combined single limit with an annual aggregate coverage of Two Million Dollars (\$2,000,000). The automobile coverage shall not be less than One Million Dollars (\$1,000,000)] for owned, non-owned and hired automobiles. for owned, non-owned and hired automobiles. The Contractor's insurance policies shall be endorsed so that the insurance carrier will provide the Airport with at least thirty (30) days notification prior to cancellation or material change. Such notice of cancellation or material change shall be mailed to the Airport by certified mail. Where any policy(ies) has/have normal expirations during the term of this Contract, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Contractor shall permit the Airport to inspect the originals of all applicable policies. The Contractor's insurance identified in this Article 8 shall include a waiver of subrogation in favor of the additional insured. This Article 8— INSURANCE shall be subject to periodic adjustments by the Airport.

## 3. 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.

1. 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.

2. 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.

3. ADVERTISING AND SIGNS

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

13. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Contractor's operation at SIA. The Airport and Contractor shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Contractor is an independent contractor in every respect, and not the agent of the Airport.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Contract or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Contractor, this Contract or the breach of any covenant or condition of this Contract, or for the restitution of the premises to the Airport and/or eviction of Contractor during

the term of this Contract, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

14. ANTI-KICKBACK

No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Contract.

15. GOVERNMENT RESERVATIONS AND RESTRICTIONS

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

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

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

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

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

16. CONTRACT SUBORDINATE TO BOND ORDINANCE

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



are necessary to ensure compliance by Contractor and the Airport with the term and provisions of the bond covenants.

17. TITLE VI ASSURANCE

During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations: Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination: The Consultant, with regard to the work performed by them during the Contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation of Subcontracts Including the Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the obligations under this Contract and the Regulations relative to nondiscrimination.

D. Information and Reports: The Consultant, and all subcontractors and suppliers of the Consultant, shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Airport or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's non-compliance with the nondiscrimination provisions of this Contract, the Airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to withholding of payments to Consultant until Consultant complies, and/or cancellation, termination, or suspension of the agreement in whole or in part.

18. MAINTENANCE OF RECORDS

Consultant shall make available to the Airport's auditor, or his fully authorized representative, all records created as a result of the Contract including pertinent information which Consultant shall have kept in conjunction with this Contract and which the Airport may be required by law to include or make part of its auditing procedures, or which may be required for the purpose of funding the service contracted for herein. Consultant agrees to maintain a copy of said records for a minimum of seven (7) years following completion of its services.

19. SEVERABILITY

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

20. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Contract by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Airport to any act by the Contractor requiring the Airport's consent shall not be deemed to waive consent to any subsequent similar act by the Contractor.

21. SUBMISSION OF CONTRACT

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

22. SURVIVAL OF INDEMNITIES

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

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

This Contract, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Contract shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Contract, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

24. NOTICES

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

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

CONTRACTOR:	_____
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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

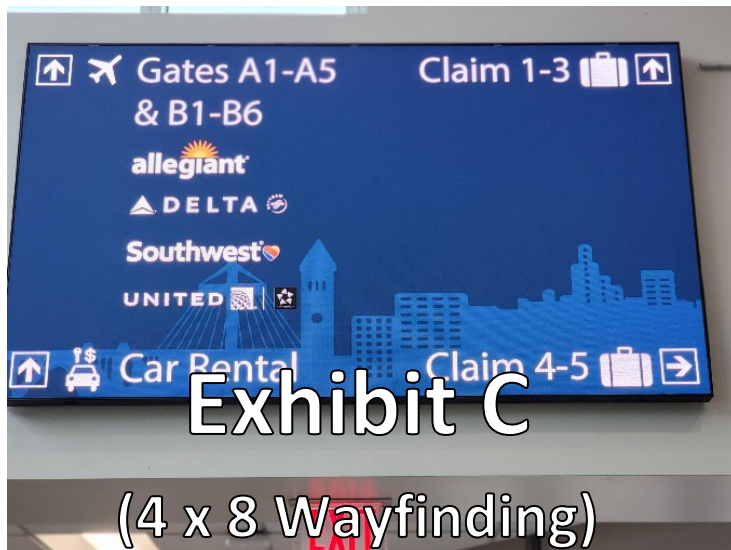
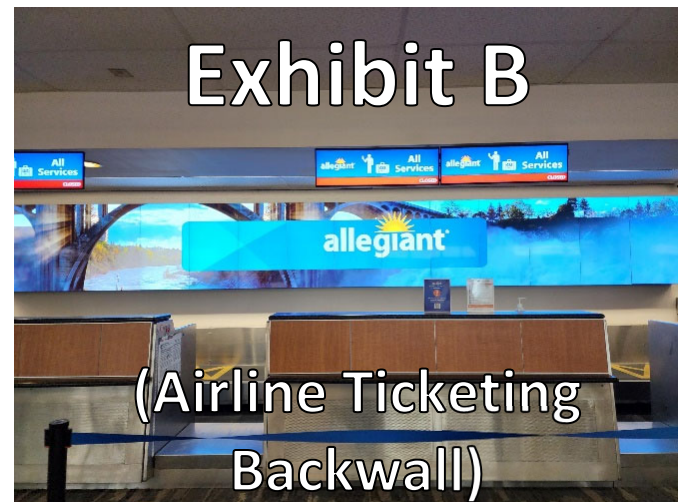
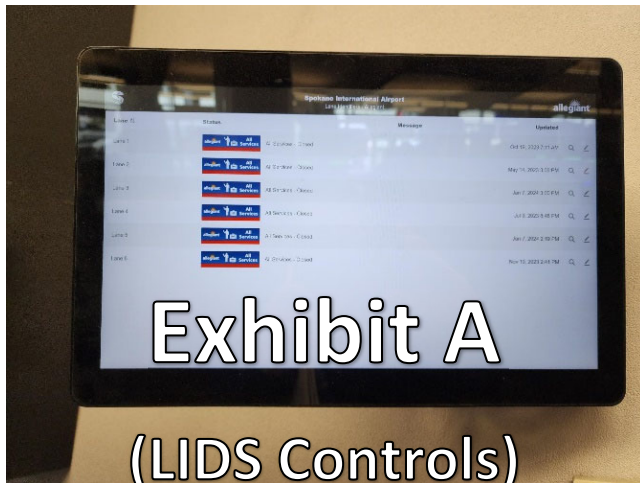
Information is not intended for primary navigation of a vehicle, vessel or aircraft, and the Airport acknowledges and hereby agrees that the Information will not be used for this purpose.

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 Follows*

EXHIBITS











## Exhibit K (FIDS)



TO	CARRIER	#	GATE	TIME	STATUS
SAN FRANCISCO, CA	Alaska	AS3333	C24	7:40 AM	ON TIME
BOISE, ID	Alaska	AS2016	C22	7:45 AM	ON TIME
SEATTLE-TACOMA, WA	DELTA	DL3691	A2	8:20 AM	ON TIME
SEATTLE-TACOMA, WA	Alaska	AS908	C4	8:30 AM	ON TIME
BOISE, ID	WAE42	N/A		9:15 AM	ON TIME
SEATTLE-TACOMA, WA	DELTA	DL3830	B2	9:32 AM	ON TIME
SEATTLE-TACOMA, WA	Alaska	AS2216	C5	9:40 AM	ON TIME
LAS VEGAS, NV	Southwest	WN3048	A1	9:45 AM	ON TIME
SALT LAKE CITY, UT	DELTA	DL2460	B6	10:00 AM	ON TIME
PORTLAND, OR	Alaska	AS3330	C24	10:45 AM	ON TIME
PHOENIX, AZ	Southwest	WN3674	A3	10:50 AM	ON TIME
SEATTLE-TACOMA, WA	DELTA	DL3829	B2	11:10 AM	ON TIME
DENVER, CO	Southwest	WN1427	A1	11:35 AM	ON TIME
SACRAMENTO, CA	Southwest	WN2928	A3	11:55 AM	ON TIME
SEATTLE-TACOMA, WA	Alaska	AS938	C4	11:55 AM	ON TIME

TSA Pre✓ Enroll in TSA PreCheck at Spokane International Airport. Start the application process and schedule an appointment at [tsa.gov/precheck](https://www.tsa.gov/precheck).

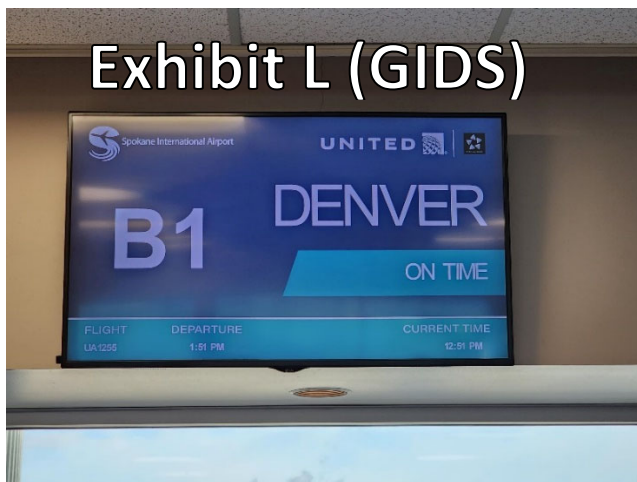


FROM	CARRIER	FLIGHT	GATE	CLAIM	TIME	STATUS
SEATTLE-TACOMA, WA	DELTA	DL3990	N/A	2	8:12 AM	ON TIME
SEATTLE-TACOMA, WA	Alaska	AS2043	C5	5	8:29 AM	ON TIME
PHOENIX, AZ	Southwest	WN2987	A1	3	8:41 AM	IN AIR
SALT LAKE CITY, UT	DELTA	DL2460	B6	2	8:43 AM	ON TIME
BOISE, ID	WAE42	N/A	N/A		8:48 AM	IN AIR
DENVER, CO	Southwest	WN2744	N/A	3	9:47 AM	ON TIME
PORTLAND, OR	Alaska	AS3330	C24	5	10:03 AM	ON TIME
SEATTLE-TACOMA, WA	DELTA	DL3906	B2	2	10:14 AM	ON TIME
OAKLAND, CA	Southwest	WN1427	A1	3	10:50 AM	ON TIME
BOISE, ID	Alaska	AS2099	C24	5	10:57 AM	ON TIME
SEATTLE-TACOMA, WA	Alaska	AS914	C4	5	10:59 AM	ON TIME
SACRAMENTO, CA	Southwest	WN3716	A3	3	11:10 AM	ON TIME
ATLANTA, GA	DELTA	DL787	B6	2	11:21 AM	IN AIR
DALLAS/FORT WORTH, TX	American	AA2910	N/A	4	12:18 PM	ON TIME
LAS VEGAS, NV	Southwest	WN3019	A1	3	12:20 PM	ON TIME

7:25 AM

## Exhibit K (FIDS)

## Exhibit L (GIDS)



FLIGHT	DEPARTURE	CURRENT TIME
UA1255	1:01 PM	12:01 PM

B1 DENVER ON TIME

## Exhibit M (BIDS)



AIRLINE	FLIGHT	ORIGIN	STATUS

4 BAGGAGE CLAIM