

REQUEST FOR PROPOSALS FOR AUTOMATED TELLER MACHINES CONCESSION AND LEASE AGREEMENT AT THE SPOKANE INTERNATIONAL AIRPORT

The Spokane Airport Board (herein called the "Board") hereby invites interested parties to submit proposals for the award of automated teller machines (hereinafter referred to as "ATMs") concession and lease agreement to permit the operation of at least four (4) ATMs at Spokane International Airport pursuant to the terms and conditions herein set forth in these proposal and contract documents.

Commencing Monday, January 9, 2023, proposal and contract documents may be downloaded from our website: <http://business.spokaneairports.net/rfp>.

An optional Pre-Proposal Meeting will be held on Friday, February 3, 2023 at 3:00 p.m. Pacific Standard Time to discuss the contract documents. Interested parties may attend by video conference through the Zoom platform using the following link: <https://us06web.zoom.us/j/89751890963?pwd=REo5RE15S01GRUttam9xZ3VvbDZ4dz09> or by telephone by calling (253) 215-8782 and using Meeting ID: 897 5189 0936#, Passcode 981412#. If you have any technical difficulties connecting into the meeting, please contact Ms. Amy Anderson whose contact information is provided below.

Sealed proposals for the operation of automated teller machines will be received by the Spokane Airport Board, 9000 W. Airport Dr., Suite 204, Spokane, Washington 99224, until 3:00 p.m. Pacific Standard Time on Friday, February 24, 2023.

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, the Spokane Airport Board has implemented an airport concession disadvantaged business enterprise (ACDBE) plan under which qualified firms may have the opportunity to operate an airport business. The Proposer shall take all necessary and reasonable steps to achieve participation in the ACDBE concession plan.

One original paper copy and one electronic copy (pdf format on flash drive) of all documents listed on the "Proposal Submission Checklist – Attachment #1" must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Automated Teller Machine Concession RFP Submittal, Spokane International Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and sent to the Spokane International Airport, 9000 W. Airport Dr., Suite 204, Spokane, Washington, 99224, to the attention of the Manager – Properties & Contracts. It will be the sole responsibility of Proposers to ensure proposals are in the possession of the Spokane International Airport Administration Department by the appointed date and time. The Board reserves the right to reject any or all proposals, portion or parts thereof, and to waive all minor irregularities in the Proposals.

For additional information contact: Ms. Amy Anderson, Manager – Properties & Contracts, at aanderson@spokaneairports.net or (509) 455-6431.

**REQUEST FOR PROPOSALS
AUTOMATED TELLER CONCESSION**



REMINDER OF CRITICAL DATES

Pre-Proposal Conference:	February 3, 2023	3:00 p.m.
Question Deadline	February 17, 2023	4:00 p.m.
Proposal Due Date:	February 24, 2023	3:00 p.m.

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INSTRUCTIONS TO PROPOSERS

1. THE OPPORTUNITY

The Spokane Airport Board is soliciting proposals to operate at least four (4) automated teller machines in the two passenger terminals at Spokane International Airport. Two (2) of the ATMs would be located in the pre-security ticketing areas of each terminal building and two (2) ATMs would be located in the secure passenger area of each terminal building.

Why should your organization be interested in this opportunity?

We believe that you will be providing an essential public service as well as having a fantastic advertising opportunity by virtue of the presence of your ATMs in the terminal buildings. This is a great way to show your organization's commitment to the community in a high-traffic and high-visibility environment.

In 2021, Spokane International Airport totaled 3,280,062 passengers and that does not include the roughly 3,000 employees who work at the Airport and the high meet/greet ratio of people who come to the Airport to pick up and drop off passengers.

In the past year, there were approximately 8,250 ATM transactions across the four machines installed at the Airport.

It is anticipated that the Airport will finish 2022 with passenger traffic within 2 percent of 2019 which was the busiest year in the history of the Airport.

The Airport is financially self-sufficient, we do not require any taxpayer assistance from the City or the County. We are able to remain financially self-sufficient through concession and lease opportunities like this one. Your organization would be contributing to the financial self-sufficiency of an important community transportation asset.

2. REQUEST FOR PROPOSALS (RFP)

A. Sealed proposals for the award of a non-exclusive Automated Teller Machines Concession and Lease Agreement to permit the operation of at least four (4) ATM's at Spokane International Airport are solicited by the Spokane Airport Board (herein referred to as "Board"). The current Automated Teller Machine Concession and Lease Agreement expires January 31, 2023. The Board shall provide at least four (4) locations in the Terminal Buildings that shall be utilized by the successful Proposer.

B. Proposals for the Automated Teller Machine Concession and Lease Agreement will be received at the Administration Offices on the second floor of the Terminal, at 9000 W. Airport Dr., Suite 204, Spokane, WA 99224, until 3:00 p.m., Pacific Standard Time, on February 24, 2023.

3. AUTOMATED TELLER MACHINE CONCESSION CONCESSION AND LEASE AGREEMENT

The Automated Teller Concession and Lease Agreement shall commence April 1, 2023 and shall expire on March 31, 2028 and must be executed by the successful Proposer and returned to the Board on or before February 24, 2023. The sample Automated Teller Machine Concession and Lease Agreement shall be in the form attached as “Exhibit C”.

4. PREMISES AVAILABLE, AND ASSIGNMENT OF, TO SUCCESSFUL PROPOSERS

The Board shall allocate available ATM locations, as outlined below.

5. CONCESSION FEE, RENTS AND FEES TO BE PAID BY PROPOSER

The Successful Proposer shall pay to the Board, on a monthly basis, as compensation for the Concession Privilege granted to it pursuant to the Automated Teller Machine Concession and Lease Agreement:

1. **Concession Fee** - A minimum of Sixty cents (\$.60) per monetary transaction will be paid on or before the 15th of each month for the preceding month’s activities, accompanied by a report of transactions. Monetary transaction shall mean all types of transactions being performed by the ATMs, except for balance inquiries.
2. **Rent** - All Rents for Premises set forth in this Article 3 Section 2 shall be paid in advance on the first (1st) of each month and are subject to Washington State Leasehold tax and other applicable taxes which shall be collected by the Board in addition to the rent.
3. **Usage Fee Limit** – The Airport proposes that customers should not be charged more than \$2.50 per transaction by the ATM Provider during the entire lease term.

6. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

Per the federal regulations of the U.S. Department of Transportation, 49 CFR Part 23, it is the policy of the Board to make good faith efforts for airport concession disadvantaged business enterprises (ACDBE) to have the maximum opportunity to participate in any activity, service or facility at the Airport under agreement, lease, contract with or franchise from the Board. Proposer shall agree to make good faith efforts to explore all available options to comply with the Board’s ACDBE plan to the maximum extent practicable, through direct ownership arrangements with business concerns owned and controlled by socially and economically disadvantaged individuals as defined in 49 CFR Part 23, as amended. The Board’s current goal for ATM ACDBE participation is under review and update by the Board and the FAA.

If a selected Proposer is unable to achieve the established goal under joint venture, partnership, franchise or similar legal arrangement, the Proposer shall make good faith efforts to seek to obtain the required ACDBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. In the event that a selected Proposer for this solicitation qualifies as a certified ACDBE, the agreement goal shall be deemed to have been met.

Proposers should complete Attachment #6 with any identified ACDBE firms it intends to utilize to meet the established ACDBE goal. If at the time of submission of proposals the Proposer has not identified any ACDBE firms, the proposer should complete Attachment #6 and indicate that they have not identified any firms at the time and reflect an estimated dollar amount of zero. Proposers may submit information on potential ACDBE firms as part of their demonstration of good faith efforts to meet the ACDBE goal.

Each year approximately ninety (90) days following the end of each Operations Year, Operator shall provide the Board with the following information: the name and address of each certified ACDBE with which it has done business during the past year, a description of the nature of the services performed by and/or items purchased from each firm named, and the dollar value of each transaction. If the Operator fails to accomplish ACDBE participation, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

7. PRE-PROPOSAL MEETING

An optional Pre-Proposal Meeting will be held on Friday, February 27, 2023, at 3:00 p.m. Pacific Standard Time to discuss the contract documents. Interested parties may attend by video conference through the Zoom platform using the following link: <https://us06web.zoom.us/j/89751890963?pwd=REo5RE15S01GRUttam9xZ3VvbDZ4dz09> or by telephone by calling (253) 215-8782 and using Meeting ID: 897 5189 0936#, Passcode 981412#. If you have any technical difficulties connecting into the meeting, please contact Ms. Amy Anderson whose contact information is provided on the notice. Optional tours of the Terminal may be scheduled by appointment by contacting Ms. Amy Anderson in advance.

8. ADDENDA

Should there be any questions concerning the meaning or content of these documents, the Proposer shall notify the Manager – Properties & Contracts, in writing no later than 3:00 p.m., Pacific Standard Time on Friday, February 17, 2023. All questions should be sent to Spokane International Airport, Attention: Ms. Amy Anderson via email: aanderson@spokaneairports.net. Any corrections or changes, if required in the sole judgment of the Board, will be provided in a written addendum. The Board and Airport Staff will not be responsible for any other instructions, interpretations or explanations and should not be contacted other than in writing to the Manager – Properties & Contracts. It is anticipated that any clarification/addendum needed to address

questions submitted to the Board will be posted on or about January 9, 2023 on the Airport's website at www.spokaneairports.net/rfp. The Board assumes no responsibility beyond being posted on the Airport's website at www.spokaneairports.net/rfp.

9. PROPOSAL FORM

Each proposal shall be submitted on the attached "Attachment #2 - Proposal Form".

10. PROPOSAL GUARANTY

Each proposal shall be accompanied by a proposal bond, certified cashier's check, or bank draft payable to the Spokane Airport Board, in the amount of Ten Thousand Dollars (\$10,000.00). The bond, check or draft must be attached to the Proposal Form and will be held by the Board, without interest, as the proposal guaranty for a reasonable period of time until the successful Proposers have been selected, after which the proposal guaranties of all but the successful Proposers will be returned. The proposal guaranties of the successful Proposers will be held pending their complete execution of the Automated Teller Machine Concession and Lease Agreement, along with evidence of insurance, as required by the Automated Teller Machine Concession and Lease Agreement (attached hereto). If a successful Proposer should fail to execute the Automated Teller Machine Concession and Lease Agreement or comply with other provisions of the contract documents by February 24, 2023 the proposal guaranty shall be forfeited to Board as liquidated damages.

11. MINIMUM QUALIFICATIONS AND QUALIFICATION FORM

In order to ensure a high level of service to the traveling public, the Board will consider only proposals from organizations with experience in the ATM business. Therefore, each proposer who is not currently operating at the Airport, must be able to demonstrate that it has been engaged in the ATM business for at least the last ten (10) consecutive years. Proposers with experience operating ATMs at commercial service airports is preferred but not required. Proposals from proposers who fail to meet the minimum qualification shall not be considered

Proposers must submit, as a part of the proposal, the information required on the attached "Qualification Form – Attachment #3."

12. PROPOSER'S AFFIDAVIT

Each proposal must have attached thereto the "Proposer's Affidavit – Attachment #4" the statement that such proposal is genuine and made in good faith, and not deceptive or collusive, or made in the interest of or on behalf of any persons not herein named. The affidavit must also state that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a

deceptive proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Proposer shall submit an affidavit that it agrees to operate ATM's at the Airport during the term of the Automated Teller Machine Concession and Lease Agreement. Any proposal not accompanied by, or which is made without such affidavit, or in violation thereon, will not be considered. If the Proposer is a corporation, said affidavit shall be signed by the duly authorized officer of such corporation. Signatures on said affidavit must be witnessed by a Notary Public.

13. SUBMISSION OF PROPOSALS

Each Proposer shall submit one original paper copy and one electronic copy (pdf format on flash drive) of all documents required. All documents listed on the attached "Proposal Submission Checklist – Attachment #1" must be submitted in a sealed envelope bearing on the outside, the date advertised for the opening of the proposals and the words, "Automated Teller Machine RFP Submittal, Spokane International Airport". If mailed or delivered via a courier delivery company, the sealed envelope containing the required proposal documents shall be enclosed in another envelope and addressed to the Spokane International Airport, 9000 W. Airport Dr., Suite 204, Spokane, Washington, 99224, attention of the Manager – Properties & Contracts.

14. OPENING AND EVALUATION OF PROPOSALS

Proposals shall be received as set forth in the Notice Inviting Proposals. Late Proposals will not be considered by the Board and will be returned unopened to the Proposer. An Airport staff evaluation committee will review the merits of proposals in accordance with the evaluation criteria listed below. Failure to provide information requested in this RFP may result in disqualification of a proposal. The sole objective of the evaluation committee will be to evaluate the responsiveness of each Proposer to the requirements of the RFP.

1. The sum total of the minimum annual guarantees proposed for the five (5) year term of the Agreement.
2. Previous background and experience of Proposer.
3. Financial strength of Proposer.
4. Commitment to furnish and maintain a minimum inventory of automated teller machines meeting all machine age requirements.
5. Qualifications and experience of Proposer's on-site management/supervision staff.
6. Previous background or history of consumer complaints, default or arrearage in previous or existing agreements with the Board.

15. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission deadline described in Article 1 Section B. No Proposer will be permitted to withdraw its proposal after such time, unless the award is delayed by action of the Board for a period exceeding ninety (90) days.

16. REJECTION OF PROPOSALS

A. Proposals which contain any additions, deletions, conditions or limitations of any kind may be considered non-responsive and may be rejected at the option of the Board. The Board reserves the right to waive any minor irregularities, technicalities or informalities in any proposal, and to reject any or all proposals.

B. The Board reserves the right to reject the proposal of any Proposer in arrears or default upon any debt or contract to the Board or who has failed to perform faithfully on any previous contracts with the Board.

17. BREAKING OF A TIE PROPOSAL

In the event any tie proposals are received, the means of breaking the tie or ties shall be at the Board's sole discretion. The Board's ruling shall be final.

18. PROHIBITION AGAINST LOBBYING

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

19. RESPONSIBILITY OF PROPOSERS

It is the responsibility of each Proposer to examine all proposal and contract documents, present premises and exhibits that depict the ATM operations at the Airport, including, but not limited to, the Terminal Building. Each Proposer shall judge for themselves all the circumstances and conditions affecting the Proposal. Failure of any Proposer to examine the Proposal and contract documents and to investigate the premises shall not relieve any Proposer from full compliance with the Proposal and shall not constitute grounds for declaration by any Proposer that

it did not understand the proposal and contract documents or that it was not familiar with the rental areas and the facilities at the Airport.

20. ACCEPTANCE OF PREMISES “AS IS”

Allocated premises will be inspected and accepted by successful Proposer and will be occupied by Proposer on an “as is” basis. The Proposer specifically waives any covenants or warranties regarding the premises, including but not limited to any warranty of suitability and warranty of fitness.

21. STATISTICAL INFORMATION

Provided as Exhibit C is certain statistical information representing the ATM monetary transactions reported for the previous four (4) years. The Airport's previous four (4) year passenger deplanement count is also included for review. These figures are provided for information purposes only, and in no way relieve the Proposers from determining themselves the future business potential in the performance of the contracts.

22. PUBLIC DISCLOSURE

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

B. 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 the award of an Agreement is made by the Board.

C. Process for Disclosing Information: If a request is made for disclosure of all or any portion of a Proposal, the Board will determine whether the material should be made available under the law. If the Board determines that the material is not exempt and may be disclosed, the Board will notify the Proposer of the request and allow the Proposer five (5) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, the Board may release the portions of the proposal deemed subject to disclosure.

D. Indemnification by Proposer: To the extent that the Board withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the Board, the City and County of Spokane, their elected officials, agents and employees, from all damages, penalties, attorneys' fees and costs related to withholding information from public disclosure.

E. No Claim Against Airport: By submitting a proposal, the Proposer consents to the process outlined in this RFP and shall have no claim against the Board because of actions taken.



ATTACHMENT #1 PROPOSAL SUBMISSION CHECKLIST

The following documents must be submitted (one original paper copy & one electronic copy) as part of the sealed proposal for the proposal to be considered.

1. Proposal Submission Checklist – Attachment #1
2. Proposal Form – Attachment #2
3. Qualification Form– Attachment #3
4. Proposer’s Affidavit– Attachment #4
5. Acknowledgement of Addendum – Attachment #5
6. ACDBE Forms – Attachment #6
Provide ACDBE Certification if Applicable
7. Proposal Guaranty- \$10,000 (Proposal Bond, Certified Cashier’s Check or Bank Draft)

PROPOSER NAME: _____

Deadline for submission: Friday, February 24, 2023, 3:00 Pacific Standard Time

For Airport Use Only:

Complete Package: YES _____ NO _____



ATTACHMENT #2 PROPOSAL FORM

Name	Date
Address	

The Proposer hereby proposes to enter into an agreement with the Spokane Airport Board (hereinafter referred to as “Board”) for the operation of automated teller machine concession at the Spokane International Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposers; Attachments #1 through #6; and the Automated Teller Machine Concession and Lease Agreement, together with the attached Exhibits (Exhibits are not to scale). In furtherance of this proposal, the Proposer agrees to pay to the Board

Rent
(Per Operations Year Beginning April 1, 2023)

	Airport Target Rent	Proposed Rent
Operations Year 1 – Mar. 1, 2023 to Mar. 31, 2024	\$4,200/mo (<u>MINIMUM</u>)	\$4,200
Operations Year 2 – Mar. 1, 2024 to Mar. 31, 2025	\$4,350/mo	\$
Operations Year 3 – Mar. 1, 2025 to Mar. 31, 2026	\$4,500/mo	\$
Operations Year 4 – Mar. 1, 2026 to Mar. 31, 2027	\$4,650/mo	\$
Operations Year 5 – Mar. 1, 2027 to Mar. 31, 2028	\$4,800/mo	\$

	Airport Target Concession Transaction Fee per Transaction	Proposed Concession Transaction Fee Per Transaction
Operations Year 1 – Apr. 1, 2023 to Mar. 31, 2024	\$.60/transaction (<u>MINIMUM</u>)	\$.60
Operations Year 2 – Apr. 1, 2024 to Mar. 31, 2025	\$.61/transaction	\$
Operations Year 3 – Apr. 1, 2025 to Mar. 31, 2026	\$.62/transaction	\$
Operations Year 4 – Apr. 1, 2026 to Mar. 31, 2027	\$.63/transaction	\$
Operations Year 5 – Apr. 1, 2027 to Mar. 31, 2028	\$.64/transaction	\$

	Airport Target Concession Transaction Fee	Proposed Concession Transaction Fee
Operations Year 1 – Apr. 1, 2023 to Mar. 31, 2024	\$2.50/transaction <u>(MAXIMUM)</u>	\$
Operations Year 1 – Apr. 1, 2024 to Mar. 31, 2025	\$2.50/transaction <u>(MAXIMUM)</u>	\$
Operations Year 1 – Apr. 1, 2025 to Mar. 31, 2026	\$2.50/transaction <u>(MAXIMUM)</u>	\$
Operations Year 1 – Apr. 1, 2026 to Mar. 31, 2027	\$2.50/transaction <u>(MAXIMUM)</u>	\$
Operations Year 1 – Apr. 1, 2027 to Mar. 31, 2028	\$2.50/transaction <u>(MAXIMUM)</u>	\$

3. Accompanying the proposal shall be one Bid Bond, Cashiers, Certified or Treasurer's Check or bank draft of any State or National Bank in the amount of Ten Thousand Dollars (\$10,000) payable to the Spokane Airport Board as liquidated damages in the event the undersigned is a successful Proposer who fails to comply with the requirements as set forth in Article 10 – Proposal Guaranty in the Instructions to Proposers and contract documents by February 24, 2023.

Proposer is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Spokane Airport Board reserves the right to reject any and all proposals.

Proposer:

Signed _____

Printed Name _____

Title _____

Subscribed and sworn to before me this
 ____ day of _____, 202__.

 Notary Public, State of _____
 My Commission: _____



**ATTACHMENT #3
QUALIFICATION FORM**

All information requested in this Qualification Form (other than Questions 7-10, if an incumbent), must be furnished by the Proposer and it must be submitted with the Proposal Documents. Statements must be complete and accurate and in the form requested and must be sworn and attested to. Omission, inaccuracy or misstatement may be cause for the rejection of the Proposal. Proposer may submit additional attachments as necessary when the space provided is not sufficient to provide the required information.

1. Name and address of Proposer exactly as it is to appear on the Agreement.

2. Email: _____ Phone #: _____

3. Proposer, if selected, intends to carry on the business as:

Individual () LLC () Partnership () Corporation ()

4. Proposer, if selected, intends to operate under the brand name or brand names listed below. Said operations will be limited to no more than the brand name or the two brand names listed.

5. If operating as a partnership, please answer the following:

- A. Name, address and share of each partner:

_____	_____	_____
_____	_____	_____
_____	_____	_____

- B. Date of organization: _____

6. If operating as a corporation or LLC, please answer the following:
- A. When incorporated _____
 - B. In what state _____
 - C. Are you authorized to do business in Washington? _____
If so, as of what year _____
 - D. Please list the names and address of the following officers:

President _____

Vice President _____

Secretary _____

Treasurer _____

Other _____

7. Please provide a summary of the qualifications and experience of the Proposer's management/supervisory staff who will be directly responsible for performance of the ATM support services and will be the primary and secondary points of contact.

Questions 8 – 11 do not need to be completed by incumbent on-airport concessionaires, however, the Board reserves the right to require apparent successful Proposer to complete and submit such documents. (Incumbent shall mean a legal entity that holds a current Concession and Lease agreement at the Airport).

8. Please explain your experience in providing and operating automated teller machines. (Attach)
9. List the Airports in United States with which you, a parent company, or a franchisee currently have operating agreements, if any. (Attach)
10. Provide copies of balance sheets, profit and loss statements, and annual reports for the past three (3) years of operation for the organization if asset size is less than \$100 billion or if the organization is a regional affiliate.
11. List bank references for the past three (3) years:

The Proposer hereby certifies the truth and correctness of all statements and of all answers to questions made herein. Omission, inaccuracy or misstatement may be cause for rejection of a proposal. The Board shall maintain to the fullest possible extent the confidentiality of all financial documents specified as confidential by the Proposer.

Proposer:

Signed _____

Printed Name _____

Title _____

Subscribed and sworn to before me this
____ day of _____, 202__.

Notary Public, State of _____

My Commission: _____



**ATTACHMENT #4
PROPOSER'S AFFIDAVIT**

Affiant, _____, being first duly sworn, deposes and says:

A. Affiant does hereby state that neither the Proposer nor any of Proposer's officers, partners, owners, agents, representative, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount, terms or conditions of this proposal and has not paid or agreed to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure the contract or fix the prices in the attached proposal or the proposal of any other Proposer, and further states that no such money or other reward will be hereinafter paid.

B. Affiant further states that no officer, or stockholder of the Proposer is a member of the Spokane Airport Board or its staff, or related to any members of the Spokane Airport Board, Spokane City Council, Spokane County Commissioner, their officers, agents and employees, except as noted herein below:

C. Affiant hereby agrees to enter into an Automated Teller Machine and Lease Agreement with the Spokane Airport Board for the operation of ATM concession at the Spokane International Airport under the terms and conditions as set forth in the Notice Inviting Proposals; Instructions to Proposer; Proposal Submission Checklist; Proposal Form; Qualification Form; Proposers Affidavit; Acknowledgment of Addendum; ACDBE Forms; and the Automated Teller Machine Concession and Lease Agreement, together with all Exhibits.

Proposer:

Signed _____

Title _____

Subscribed and sworn to before me this
____ day of _____, 202__.

Notary Public, State of _____
My Commission: _____



ATTACHMENT #5
ACKNOWLEDGEMENT OF ADDENDUM

Proposer Acknowledges Receipt of this Addendum #1:

Acknowledgment of Addendum #1 is hereby made;

Signature: _____

Name: _____

Title: _____

Name of Business: _____

Date: _____



ATTACHMENT #6
ACDBE FORMS

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of _____ % ACDBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the ACDBE goal of _____%) is committed to a minimum of _____% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by ACDBE firm:

The bidder/offeror is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

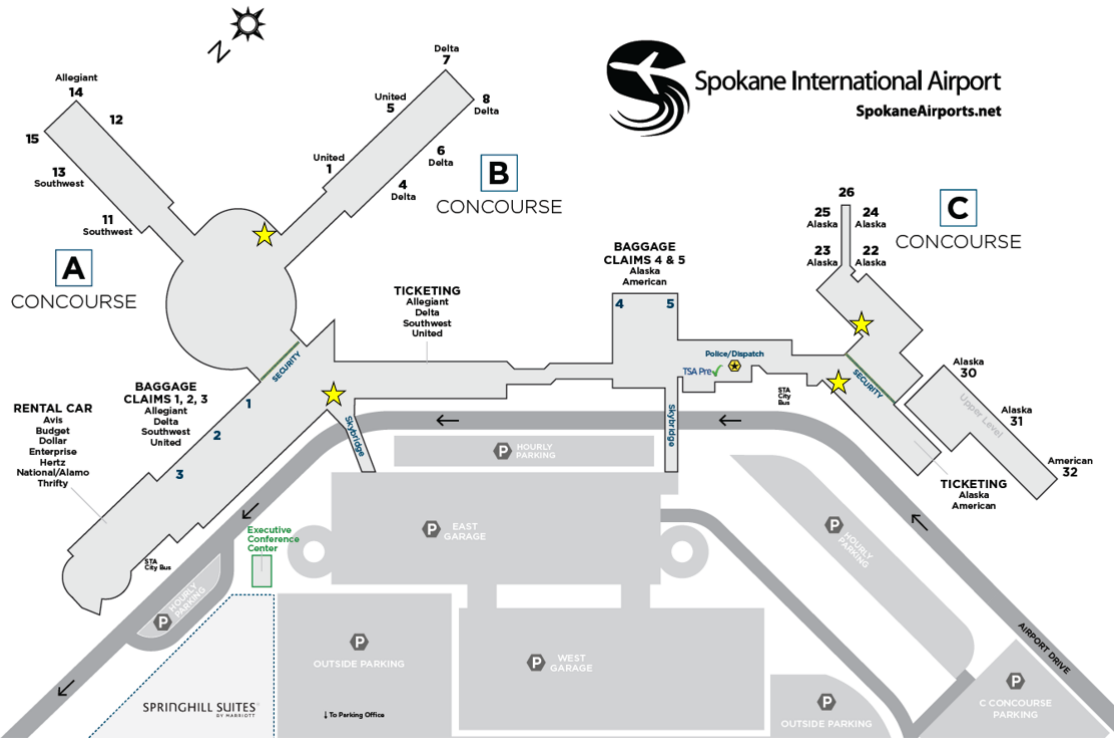
The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

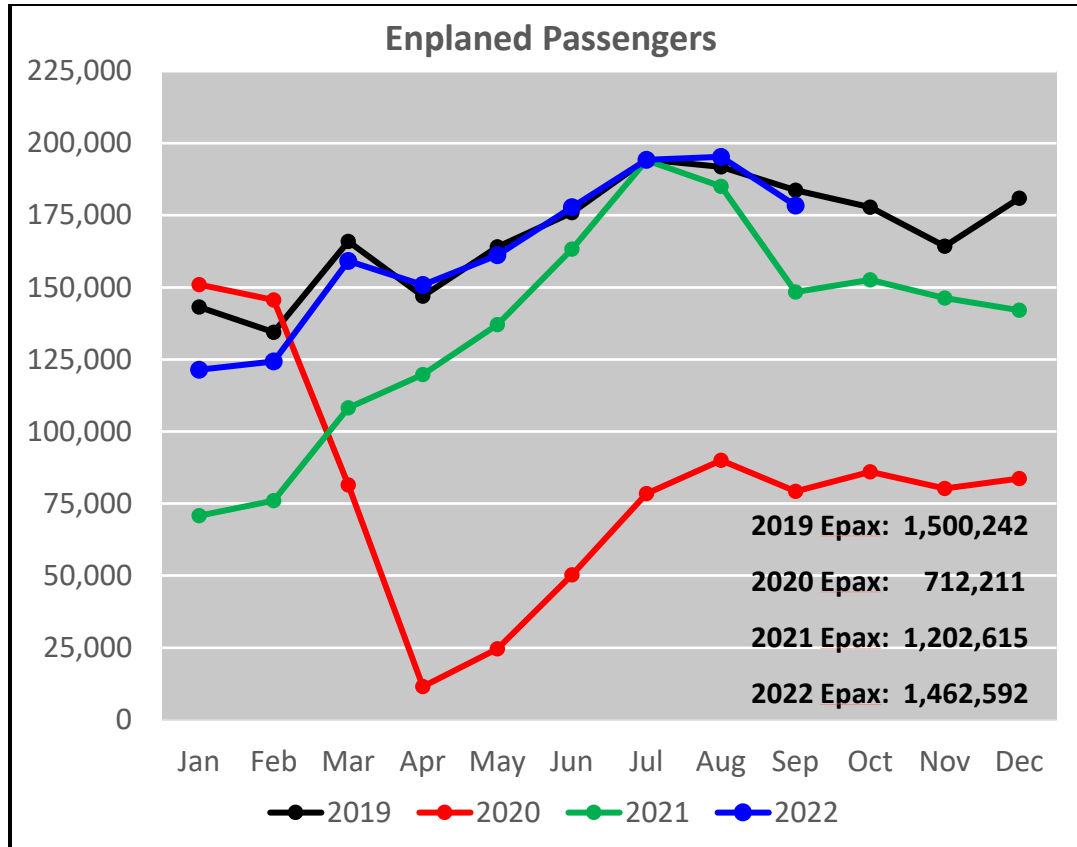
(Submit this page for each ACDBE subcontractor.)

EXHIBIT A – AUTOMATED TELLER MACHINE AREAS



Stars indicate current ATM locations in the Spokane International Airport.

EXHIBIT B – STATISTICAL INFORMATION –PASSENGER TRAFFIC



**EXHIBIT C – SAMPLE AUTOMATED TELLER MACHINE CONCESSION
AND LEASE AGREEMENT**

AUTOMATED TELLER MACHINE SERVICES
CONCESSION AND LEASE AGREEMENT

Between

SPOKANE AIRPORT

and

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AUTOMATED TELLER MACHINE SERVICES
CONCESSION AND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this day of _____ 20____, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport," and _____, hereinafter referred to as "Concessionaire";

WITNESSETH THAT:

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 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 Airport solicited for proposals to provide automated teller machine services at SIA; and

WHEREAS, _____, submitted a proposal in response to the Airport's solicitation, which was determined by the Airport to be the most responsible and responsive response to such solicitation; and

WHEREAS, the parties hereto desire to enter into an exclusive Automated Teller Machine Services Concession and Lease Agreement, hereinafter referred to as "Agreement," granting the Concessionaire the nonexclusive use of SIA and its appurtenances for the purposes of operating its automated teller machine service (ATMs), as outlined in the Request for Proposals dated _____, and as agreed to in the Proposal submitted by Concessionaire, both of which are attached hereto and made a part of this Agreement;

WHEREAS, the Concessionaire has agreed to install, operate and maintain _____ ATMs at SIA subject to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the premises provided herein, the rights and privileges and the mutual covenants and agreements hereinafter contained and other valuable considerations, the parties hereto agree, for themselves, their successors and assigns, as follows:

1. PREMISES

Concessionaire shall install _____ ATMs at SIA. _____ ATMs will be located pre-security, with _____ at A/B Main Terminal Area and _____ located at C Concourse. _____ ATMs shall be located post security with _____ located in the Main Terminal Rotunda and _____ located post security on lower Concourse C.

2. TERM

A. The term of this Agreement shall be five (5) years, commencing April 1, 2023, and expiring March 31, 2028, unless sooner terminated or canceled as herein provided.

B. Should Concessionaire continue to operate the ATMs after the expiration of the term or any renewal thereof without executing a new Agreement with the Airport, such holdover shall be on a month to month basis and shall be upon the same terms and conditions set forth in this Agreement. The notice required to terminate the holdover shall be the removal notice under Article 11 - REMOVAL OF ATMS of this Agreement, which may be given at any time while Concessionaire is holding over and which will terminate the holdover effective upon the removal of the ATMs as provided herein.

3. RENTS AND FEES

A. Concessionaire agrees to pay to the Airport, in advance, by the first of each month, the following rents and, by the fifteenth of each month, the following fees:

	Monthly Rent	Monthly Transaction Fee Per Transaction	Monthly Transaction Fee
Operations Year 1 – Apr. 1, 2023 – Mar. 31, 2024	\$	\$	\$
Operations Year 1 – Apr. 1, 2024 – Mar. 31, 2025	\$	\$	\$
Operations Year 1 – Apr. 1, 2025 – Mar. 31, 2026	\$	\$	\$
Operations Year 1 – Apr. 1, 2026 – Mar. 31, 2027	\$	\$	\$
Operations Year 1 – Apr. 1, 2027 – Mar. 31, 2028	\$	\$	\$

B. The Concessionaire agrees to pay to the Airport on or before the 15th of each month, a fee, in the amount listed in the table above, per monetary transaction for the preceding month. Monetary transaction shall mean all types of transactions being performed by the ATMs, except for balance inquiries. Concessionaire shall submit to the Airport a detailed statement of all transactions for the previous month. Said report shall include information for each of the ATMs, the number of transactions, the type of transactions and the amount to be remitted to the Airport.

C. Concessionaire may impose a customer usage fee with respect to some or all transactions at the ATM. Concessionaire shall disclose such fees to the customers in the manner and to the extent required by applicable law. Concessionaire shall charge a maximum customer usage fee of Two Dollars and Fifty Cents (\$2.50) per transaction for non-Provider Bank customers. Concessionaire may decrease or eliminate the usage fee with thirty (30) day notice to the Airport. Should Concessionaire, at any time during the term of this lease, seek to impose a customer usage fee exceeding Two Dollars and Fifty Cents (\$2.50) per transaction, it shall provide the Airport thirty (30) days prior written notice setting forth the amount of the

proposed customer usage fee. Concessionaire may begin charging the proposed increased fee at the end of the thirty (30) day notice period unless the Airport, within that period, gives Concessionaire a rejection notice. A rejection notice may be given only if the proposed increased fee would exceed an amount equal to the market average rounded to the nearest Fifty Cents (\$0.50). (As an example of such rounding, for illustration purposes only, if the market average, as defined below, is \$1.74, the rounding would be to \$1.50; if the market average, as defined below, is \$1.75, the rounding would be to \$2.00). "Market average" means the average (arithmetic mean) of the ATM customer usage fees then being charged in Spokane (meaning the Spokane Standard Metropolitan Statistical Area) by the three largest banks at that time which have branches in Spokane (regardless of where such banks are headquartered) measured by the amount of total deposits for the entire bank. If the Airport gives Concessionaire a timely rejection notice, Concessionaire may abandon that attempt to increase the fee or may submit to the Airport, within thirty (30) days after the date of the rejection notice, evidence of the Concessionaire's calculation of the market average.

D. Should the Airport exercise its option to renew this Agreement as outlined in Article 2 - TERM, Paragraph B, rents and fees shall be subject to negotiation. In the event the Airport and Concessionaire are unable to agree to such rents and fees prior to the expiration of the initial term of this Agreement, the Airport shall have the option of treating Concessionaire as a holdover in accordance with Article 2 - TERM, Paragraph C, or the Airport may cancel the Agreement subject to Article 11 -REMOVAL OF ATMS.

4. FINANCIAL CONDITIONS

A. Concessionaire agrees to post with the Airport, prior to commencing operations at the Airport, and maintain throughout the term of this Agreement, a Performance/Payment Bond or a Cashier's Check in the amount of Ten Thousand Dollars (\$10,000.00). Such bond shall be executed by the Concessionaire as principal, and by a surety company authorized to do business in the State of Washington, as Surety, and conditioned upon the full and faithful performance by the Concessionaire of all the terms and conditions set forth in this Agreement, and the payment by the Concessionaire of all amounts required to be paid by the Concessionaire to the Airport under the terms of this Agreement. Subject to prior approval by the Airport, Concessionaire may provide an irrevocable letter of credit payable without condition to the Airport in lieu of a Performance/Payment Bond. Any alternate security shall be upon terms and conditions acceptable to the Airport.

B. It shall be the duty of the Concessionaire to pay all fees and charges when due. Failure to pay the amounts due or comply with any other of the Concessionaire's financial obligations to the Airport under this Agreement shall entitle the Airport to terminate this Agreement upon giving the Concessionaire ten (10) days advance written notice of its intention to do so, if said monetary default has not been remedied within said ten (10) day period. However, the Airport may extend the time period to correct the default if, in its sole discretion, due diligence is shown by the Concessionaire in curing the default. All amounts not paid by the Concessionaire when due shall bear interest at the maximum rate allowed by law.

C. Records and Reports Of Concessionaire

Concessionaire shall keep full and accurate books and records showing all transactions of same. The Airport shall have the right through its representatives, and at all reasonable times, to inspect any and all records and books except as prohibited by law. The Concessionaire agrees that all such records and books shall be available to the Airport for at least a five (5) year period following the end of this Agreement. Such records and books shall be made available to the Airport in an electronic format upon Airport's request.

D. Audit

The Airport reserves the right, at the Airport's expense, to inspect all the Concessionaire's financial records as defined in this Article, for the purpose of verifying all transaction records. Upon request by the Airport, Concessionaire shall submit financial records in an electronic format for the Airport's review. Further, the Airport reserves the right to demand an independent audit of all the Concessionaire's financial records, regarding fees due the Airport pursuant to this Agreement. If, as a result of said audit, it is determined that the Concessionaire has understated the transactions by three percent (3%) or more, the entire expense of said audit shall be borne by the Concessionaire and paid to the Airport, with interest thereon at the maximum legal rate from the date such additional fees became due.

E. Public Records Act

Concessionaire acknowledges and agrees that documents or information provided by Concessionaire to Airport in accordance with this Agreement may be subject to disclosure pursuant to applicable law, which includes but is not limited to the Washington Public Records Act.

5. USE OF PREMISES

A. Concessionaire shall use the Premises demised herein for the operation of its ATM service and for no other purpose without the prior written consent of the Airport.

B. Concessionaire, its agents, employees, suppliers and others doing business with Concessionaire shall have the right of ingress and egress to and from the Premises and the public use areas/facilities used in connection therewith, over designated Airport property and roadways, subject to rules and regulations governing the use of SIA and as same may be promulgated by the Airport from time to time.

C. Concessionaire agrees for itself, its agents and employees that it will not perform any acts or carry on any practices which would result in the necessity to repair or replace Airport property, normal wear and tear excluded, or be a nuisance or menace to other users of SIA.

D. Airport covenants that upon paying the rents and fees and performing the covenants and conditions herein contained, Concessionaire shall peacefully and quietly have, hold and enjoy the Premises demised herein.

E. Airport covenants and agrees that it is in lawful possession of the Premises demised hereby and has good and lawful authority to execute this Agreement.

6. INSTALLATION

A. Installation shall occur no later than April 1, 2023 and Concessionaire shall coordinate installation with the Airport. Concessionaire shall be responsible for site preparation, installation of the electrical connection to the ATMs and installation of the conduit for the power and communication lines. Concessionaire shall be responsible for all other work required to install and connect the ATMs, including but not limited to, obtaining and installing the ATMs and the data circuit communications line to which the ATMs will be connected and making such connection. All such work is to be performed according to plans and specifications approved by the Airport.

B. Installation work shall be done at times agreed upon by both parties. Said times shall not interfere with Airport operations and will facilitate the prompt installation of the ATMs. Concessionaire agrees to promptly restore any Airport property damaged by Concessionaire's employees or its agents during the installation of the ATMs.

C. It shall be the Concessionaire's responsibility to obtain any and all building or electrical permits necessary to install the ATMs. Concessionaire shall provide copies of all permits to the Airport prior to work commencing.

D. The Airport and the Concessionaire shall mutually agree upon the appearance of the ATMs. Concessionaire understands the ATMs appearance must compliment the Airport's overall interior enhancement program.

E. The ATMs shall remain the property of the Concessionaire or the party from whom Concessionaire is leasing the ATMs. At all times, the ATMs shall remain personal property regardless of the manner in which they may be affixed to SIA Premises.

F. In the event the Airport should require the relocation of any ATM to a new location at SIA, Concessionaire and Airport shall discuss alternate locations with the final location determined solely by the Airport. Should the Airport require the relocation of an ATM, the Airport shall be responsible for all expenses incurred as a result of said relocation.

7. MINIMUM SERVICE AND OPERATIONAL REQUIREMENTS

A. The Concessionaire shall have in circulation ATM cards supporting seven (7) networks, and at a minimum support Visa, Master Card and American Express.

B. The Concessionaire's ATMs shall support the following transaction types in both English and Spanish formats:

- Cash withdrawal from credit card account
- Cash withdrawal from checking account
- Cash withdrawal from savings account
- Transfers from checking to savings
- Transfers from savings to checking
- Balance inquiry from checking
- Balance inquiry from savings

C. Concessionaire shall provide complete data processing of ATM transactions, which shall include but is not limited to communication, routing, authorizing, and settlement.

D. Concessionaire shall provide system monitoring, diagnostics and service dispatch.

E. Concessionaire shall provide vendor maintenance for necessary problem resolution and repair by qualified technicians. Hours of vendor maintenance should include, but not be limited to, 6:00 a.m. to midnight, seven (7) days per week. Response time must be less than two (2) hours.

F. Concessionaire shall provide maintenance for minor problems(s) (currency and/or forms replenishment) resolution not requiring vendor technicians during non-peak hours.

G. Concessionaire shall provide operational support for ATM balancing, settlement, adjustments and captured card processing.

H. Concessionaire shall maintain the availability of the ATM system in a manner that will ensure Ninety Five percent (95%) uptime (22.8 hours) for each twenty four (24) hour period, seven (7) days a week.

I. Concessionaire shall provide monthly reporting of total transactions and type of transactions.

J. Concessionaire shall be responsible for all ongoing operating costs.

K. Concessionaire shall pay particular attention to peak travel periods and be prepared to service and replenish all ATMs during holidays, weekends, evenings, etc.

8. MAINTENANCE

A. On an ongoing basis, the Airport shall be responsible for:

1. The cost of electrical power sufficient to operate the ATMs and any signs referred to in Article 9 - SIGNAGE, Paragraph A;
2. Reporting malfunctions to the Concessionaire's designated point of contact;

B. On an ongoing basis, the Concessionaire shall be responsible for:

1. Regularly scheduled and unscheduled emergency equipment diagnosis, servicing, repair and maintenance, including replacement of parts.
2. Maintenance of electrical and communications lines and communication links to the ATMs;
3. Clearing and settlement of transactions;

4. Integration with Concessionaire's alarm system; and
5. Providing cash, receipts, ribbons and other supplies as required.

9. SIGNAGE

A. Concessionaire shall provide and install a sign or signs on or above the ATMs that identifies the Concessionaire and its network affiliations. Concessionaire shall also provide logo panels, as part of the signage that identifies to cardholders that its bank participates in their network. All signage shall be submitted to the Airport for approval prior to installation.

B. To the extent that Concessionaire uses any electronic medium for identification and/or advertising which includes any reference to Concessionaire's relationship with SIA, Airport shall have the right to review and approve the same.

10. ACCESS

A. The Airport shall provide, at all times when SIA is open, access to the ATMs by cardholders.

B. Concessionaire and agents shall be entitled access to the ATMs and related property within SIA for purposes of servicing and maintaining the ATMs at all times while SIA is open.

11. REMOVAL OF ATMS

A. Concessionaire shall remove the ATMs from SIA no sooner than Ninety (90) days following the date that a written removal notice is given to either party. A removal notice shall not be given any earlier than Ninety (90) days before the date upon which this Agreement will expire or terminate under the provisions of this Agreement (including but not limited to the holdover provisions of this Agreement). Until the ATMs are removed, they shall be operated in accordance with the terms and conditions of this Agreement. Upon removal of the ATMs, the cost of restoring the Premises to the condition they were in at the time of the installation of the ATMs shall be the Concessionaire's responsibility. If Concessionaire fails or refuses to remove the ATMS in accordance with this Agreement, Airport shall be entitled to judicial relief in accordance with applicable law.

B. In the event that the Airport ceases to be operated by the Airport, then the ATMs may be removed.

C. Concessionaire shall be responsible for all expenses associated with the removal of the ATMs.

12. EXCLUSIVITY

While this Agreement is in effect, Concessionaire shall be the non-exclusive operator of ATMS at the Airport.

13. CONCESSIONAIRE'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

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

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

C. Personnel performing services at SIA at post security locations may not be armed in any manner. Possession of any type of firearm or weapon is strictly prohibited while at any post security location.

D. Concessionaire shall observe and comply with any and all applicable Airport, Federal, state and local laws, statutes, ordinances 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 the Airport concerning operation or use of SIA.

E. Concessionaire 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 Concessionaire, and shall secure all such permits and licenses.

14. SECURITY

A. Concessionaire recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542, as amended, 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. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security), as amended, and SIA security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, the Airport or SIA through enforcement of Transportation Security Regulation Part 1542, as amended, or any other applicable federal, state or local regulation, due to the acts or omissions of Concessionaire, 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. Concessionaire 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. Concessionaire 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 background check. Any costs associated with badging shall be the responsibility of the Concessionaire. The Concessionaire shall deliver to the SIA Police Department in writing the names, mailing addresses and telephone

numbers of all employees performing services under this Agreement. Any change in personnel shall be reported to the Airport and the SIA Police Department. The Concessionaire shall be responsible for the prompt recovery of SIA keys and security identification badges.

C. Pursuant to applicable federal regulations, Concessionaire shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers. Concessionaire 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 Airport shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees acting on behalf of Concessionaire in connection with this Agreement. Concessionaire shall not permit any employee to begin work until SIA Police grants clearance to each individual employee.

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

15. INDEMNITY AND WAIVER OF DAMAGE

A. The Concessionaire 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 Concessionaire's conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Premises or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

B. Concessionaire 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 Concessionaire 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 Concessionaire 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. Concessionaire 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 Concessionaire'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.

16. INSURANCE

Concessionaire shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability as 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 Agreement. The insurance policy(ies) shall be standard comprehensive insurance coverage, with aircraft exclusions deleted to cover all operations of the Concessionaire. 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 15 - 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 Concessionaire's use of SIA and the Premises which are the subject of this Agreement. The Concessionaire's insurance shall be primary and non- contributory with any insurance maintained by the additional insureds. Concessionaire shall promptly upon execution of this Agreement, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than One Million Dollars (\$1,000,000.00), combined single limit with an annual aggregate coverage of One Million Dollars (\$1,000,000.00). The automobile liability coverage shall not be less than One Million Dollars (\$1,000,000) for owned, non-owned and hired automobiles (land side only). The Concessionaire'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 Agreement, written evidence or renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Concessionaire shall permit the Airport to inspect the originals of all applicable policies. The Concessionaire's insurance identified in this Article 16 shall include a waiver of subrogation in favor of the additional insured. This Article 16 shall be subject to periodic adjustments by the Airport.

17. TAXES

Concessionaire agrees to pay all lawful taxes and assessments which, during the term hereof or any extension as provided for herein, may become a lien or which may be levied or charged by the state, county, city or other tax-levying body upon the Premises herein or upon any taxable interest acquired by the Concessionaire in this Agreement, or any taxable possessory right which the Concessionaire may have in or to the Premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Concessionaire in or about the Premises. Nothing herein shall prevent the Concessionaire from protesting through due process, any taxes levied. Upon any termination of this Agreement all truces then levied or a lien upon any of said property or taxable interest therein shall be paid in full without proration by the Concessionaire forthwith,

or as soon as a statement thereof has been issued by the true collector if termination occurs during the interval between the attachment of the lien and issuance of statement.

18. WAIVER OF SUBROGATION

A. The Airport and Concessionaire each waive any rights it may have against the other on account of any loss or damage occasioned to Airport or Concessionaire, as the case may be, their respective property, the Premises or its contents or to other portions of SIA arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Agreement. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either Airport or Concessionaire against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charges assessed by its respective insurer.

B. Concessionaire further expressly waives any and all claims against the Airport, the City and County of Spokane, their agents and employees of whatever nature, for any and all loss or damage sustained by the Concessionaire, except loss or damage caused by the sole negligence of the Airport, its agents or employees, including interruption of the Concessionaire's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or inside the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Agreement from any cause.

19. GOVERNMENT RESERVATIONS AND RESTRICTIONS

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

A. It is understood and agreed to by Concessionaire 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 lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Agreement 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 Agreement shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the use, 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 agreement to include provisions protecting and preserving the rights of Concessionaire in and to the Premises and improvements thereon.

20. APPROVAL OR DIRECTION BY AIRPORT

Wherever consent, approval or direction by the Airport is required under this Agreement, such consent, approval or direction by the Airport shall be effective if given by the Airport's Chief Executive Officer or his designee in the manner set forth in this Agreement.

21. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE AIRPORT

A. Except as herein provided, the Airport agrees that it will, with reasonable diligence and in a manner consistent with that of a reasonably prudent operator of an airport of comparable size, develop, operate, maintain and keep in good repair and order SIA and all common use and public appurtenances, facilities and equipment provided by the Airport as the same relates to Concessionaire's air transportation business. The Airport agrees that it will operate SIA in a manner consistent with standards established by the Federal Aviation Administration, or any successor Federal agency exercising similar powers for airports of comparable size and in accordance with rules and regulations of the Federal Aviation Administration and any other governmental agency having jurisdiction thereof.

B. The Airport shall have the right to adopt and enforce reasonable rules and regulations not in conflict with Federal rules and regulations with respect to the use of SIA, which Concessionaire agrees to observe and obey.

22. AGREEMENT SUBORDINATE TO BOND ORDINANCE

This Agreement and all rights of the Concessionaire 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 Concessionaire agrees 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 Concessionaire and the Airport with the term and provisions of the bond covenant.

23. PERFORMANCE BY THE AIRPORT

If the Concessionaire should fail to do anything required to be done under the terms and conditions of this Agreement, except for the payment of rents, fees or charges, the Airport may, at its sole option and after giving written notice to the Concessionaire, perform such act on behalf of the Concessionaire. Upon notification to the Concessionaire of the cost thereof by the Airport the Concessionaire shall promptly pay the Airport the amount due.

24. SURRENDER OF POSSESSION

Upon the expiration of this Agreement or its earlier termination as herein provided, Concessionaire shall remove all of its property from SIA and surrender entire possession of its rights at SIA to the Airport, unless this Agreement is renewed or replaced.

25. ASSIGNMENT AND SUBLETTING

Neither Concessionaire nor any assignee or other successor of Concessionaire shall in any manner, directly or indirectly, by operation of law or otherwise, assign, sublet, transfer or encumber any of Concessionaire's rights in and to this Agreement or any interest therein, nor license or permit the use or the rights herein granted in whole or in part without the prior written consent of the Airport.

26. 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 operation of the Concessionaire's ATM service at SIA. The Airport and Concessionaire 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 Concessionaire 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 Agreement or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Concessionaire, this Agreement or the breach of any covenant or condition of this Agreement, or for the restitution of the Premises to the Airport and/or eviction of Concessionaire during the term of this Agreement, 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.

27. LIENS AND ENCUMBRANCES

Concessionaire agrees that it shall pay, or cause to be paid, all costs and expenses for work done, materials delivered, and professional services provided to the Premises for improvements done at Concessionaire's request, during the leasehold term for improvement to the Premises. Concessionaire shall keep the Premises free and clear of all mechanic's or materialmen's liens or any other liens on account of any work done on the Premises at Concessionaire's request. Concessionaire agrees to and shall indemnify, and hold the City of Spokane, County of Spokane, and the Airport free from and harmless against all liability, loss, damage, cost, attorney's fees and all other expenses on account of claims of lien of laborers or materialmen, or others, for work performed or materials or supplies furnished to Concessionaire for use on the Premises.

28. FEDERAL NONDISCRIMINATION

A. The Concessionaire agrees to 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. If the Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the same manner as the Concessionaire.

The provision obligates the Concessionaire for the period during which the property is owned, used, or possessed by the Concessionaire and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. During the performance of this Agreement, the Concessionaire for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit F and which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: Concessionaire, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement 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 Concessionaire 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 Concessionaire of the operator's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

4. Information and Reports: Concessionaire 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 Board or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Airport 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 Concessionaire's noncompliance with the non-discrimination provisions of this Agreement, the Airport will impose such Agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending this Agreement, in whole or in part.

6. Incorporation of Provisions: The Concessionaire 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 Concessionaire 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 Concessionaire becomes involved in, or is threatened with

litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

29. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the rights granted herein and the use of the Premises demised herein, shall limit or modify its terms. This Agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Agreement shall not be subject to modification or change except by written instrument duly signed.

30. SUBMISSION OF AGREEMENT

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

31. RELATIONSHIP OF THE AIRPORT AND CONCESSIONAIRE

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture partners, and no provision contained in this Agreement nor any acts of Concessionaire and the Airport shall be deemed to create any relationship other than that of Concessionaire and the Airport.

32. SEVERABILITY

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

33. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Agreement 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 Concessionaire requiring Airport's consent shall not be deemed to waive consent to any subsequent similar act by Concessionaire.

34. SURVIVAL OF INDEMNITIES

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

35. APPLICABLE LAW; VENUE: WAIVER OF TRIAL BY JURY

This Agreement, 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 Agreement 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 Agreement, 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.

36. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT: Properties and Contracts Manager
Spokane International Airport
9000 W. Airport Dr., #204
Spokane, WA 99224

CONCESSIONAIRE: _____

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier or three (3) days after such notice is deposited in a Post Office of the U.S. Post Office Department.

37. 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 Agreement.

38. HOLDOVER

Any holding over at the expiration or termination of the term of this Agreement, with or without the consent of the Airport, shall constitute a tenancy from month to month. The month to month tenancy shall be subject to all other terms and conditions of this Agreement.

39. AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

ACDBE Participation: In accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart C, the Airport has implemented an Airport Concessions Disadvantaged Business Enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate or participate in the operation of an airport business. An ACDBE goal of .25%, as measured by total estimated annual gross revenues, has been established for concession programs. The Concessionaire shall make every reasonable attempt to achieve this goal.

ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards in 49 CFR Part 23, Subpart C. In the event that the Concessionaire qualifies as an ACDBE, the goal shall be deemed to have been met. The foregoing requirements with respect to ACDBE participation are not intended to force the Concessionaire to change its business structure.

40. ENTIRE AGREEMENT

A. It is understood and agreed that this Agreement (including all Exhibits and other documents incorporated by reference) contains the entire agreement between the Airport and Concessionaire as to this Agreement. It is further understood and agreed by Concessionaire that the Airport and the Airport's agents and employees have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by Concessionaire against the Airport for, and the Airport shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement. Any other written or oral agreement with the Airport is expressly waived by Concessionaire.

B. The Request for Proposals published by the Airport in connection herewith and the Concessionaire's proposal or response to such Request for Proposals shall all form a part of the Agreement between the parties hereto. In the event of a conflict between the terms and conditions of this Agreement and any of said documents, the terms and conditions of this Agreement shall take precedence.

41. PARAGRAPH HEADINGS

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

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: Lawrence J. Krauter
Chief Executive Officer

Date: _____

Brian M. Werst
General Counsel

Date: _____

CONCESSIONAIRE:

Title: _____

Date: _____

STATE OF _____)
 _____) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that Lawrence J. Krauter is the person who appeared before me, and said person acknowledged that he signed this instrument and stated that he was authorized to execute the instrument and acknowledged it as the Chief Executive Officer for the Spokane Airport Board to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public

Print Name _____

My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

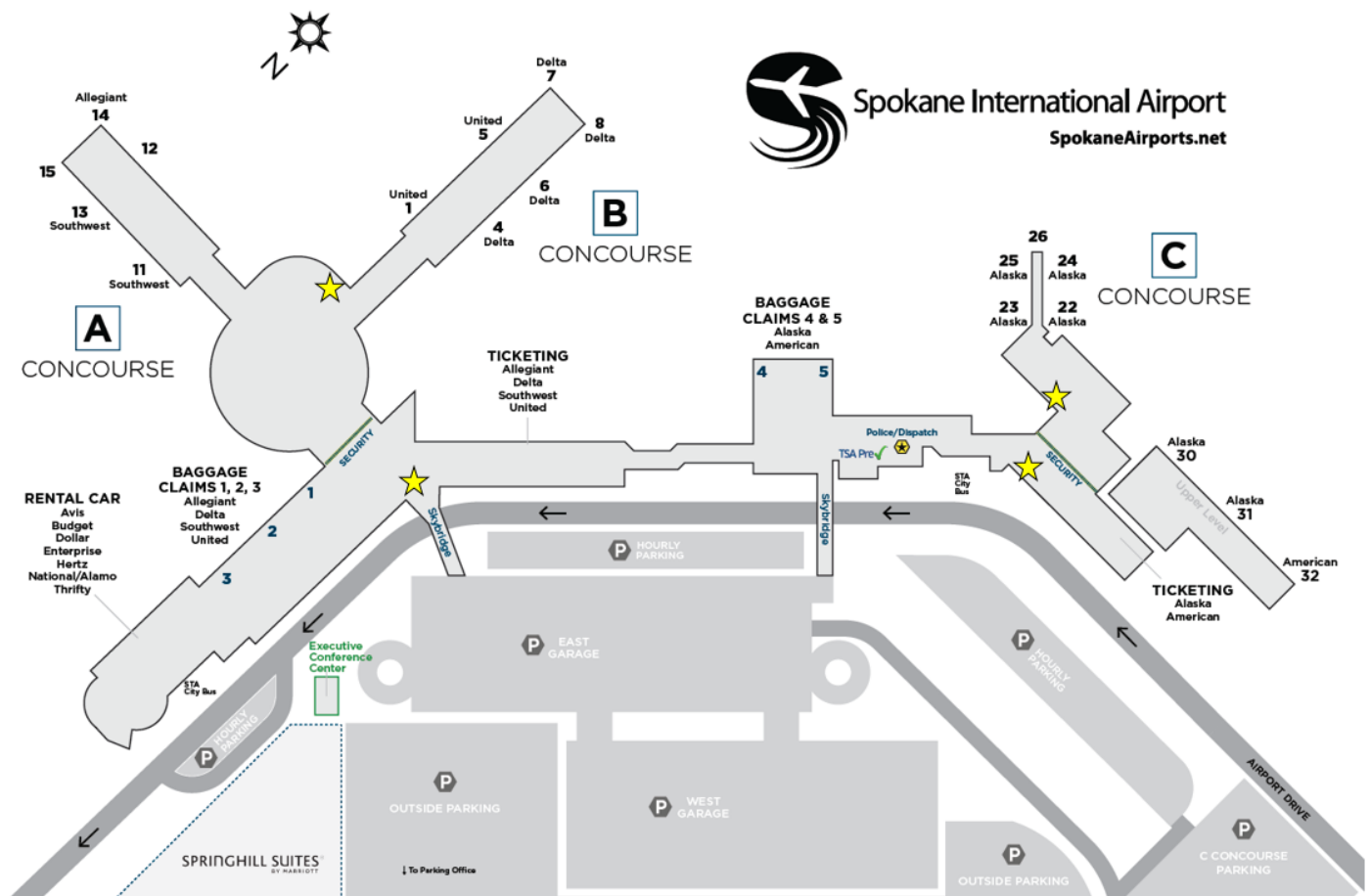
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Notary Public

Print Name _____

My commission expires



Stars indicate current ATM locations at the Spokane International Airport.

DRAFT