Request For Proposal

Landside Snow Removal

Addendum # 2

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated July 8, 2020 as noted below. This Addendum shall become a part of the Contract Documents to the same extent as though it had been written into the body thereof and bound therein. This Addendum is applicable to the items affected and all bidders are held responsible for the contents herein. Please acknowledge receipt of this Addendum in the space provided on the BID PROPOSAL FORM; failure to do so may subject the Bidder to disqualification.

This Addendum consists of the following - Changes/Modifications to the RFP Document

A. Equipment List - Schedule B

   i. Pg. 7 of RFP - Schedule "B" Additional Equipment - Change in quantity
      a. ( ) indicates change in quantity.

<table>
<thead>
<tr>
<th>Schedule &quot;B&quot; Additional Equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front End Loader, Rubber Tire (2yd)</td>
<td>5</td>
</tr>
<tr>
<td>Pick-up Truck w/ 10’ or 12’ plow</td>
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<td>Sidewalk Equipment w/ 5’ plow and 50 gallon liquid applicator</td>
<td></td>
</tr>
<tr>
<td><strong>Sidewalk Equipment w/ 5’ plow and 500 lb capacity spreader</strong></td>
<td></td>
</tr>
</tbody>
</table>

* SIA will provide materials (i.e. salt, sand, liquid deicer, etc.) for dry spreaders and liquid applicators

B. Equipment List - Schedule A and/or B

   ii. The airport may limit the quantity needed for each call-out/snow event. However, the Proposer shall provide, at the minimum, the quantity specified in each schedule to be staged at SIA between October 15th and April 15th of each contract year.
Request For Proposal

Landside Snow Removal

Addendum #2 - CONT.

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated July 8, 2020 as noted below. This Addendum shall become a part of the Contract Documents to the same extent as though it had been written into the body thereof and bound therein. This Addendum is applicable to the items affected and all bidders are held responsible for the contents herein. Please acknowledge receipt of this Addendum in the space provided on the BID PROPOSAL FORM; failure to do so may subject the Bidder to disqualification.

This Addendum consists of the following - Changes/Modifications to the RFP Document

C. Pre-Proposal Meeting Sign-In Sheet and Meeting Presentation
   i. Attached

D. Sample Contract
   i. Attached

Questions must be submitted / emailed to abarrington@spokaneairports.net no later than:

Monday, July 27, 2020 @ 4 PM (PDT)

Sealed proposals will be accepted until 10:00 AM PDT, Friday, August 7, 2020, by the Spokane Airport Board (Board), 9000 W. Airport Drive, Suite 204, Spokane, Washington 99224.
**SPOKANE INTERNATIONAL AIRPORT**

**LANDSIDE SNOW REMOVAL SERVICES RFP**

**PRE-BID MEETING**

Wednesday, July 22nd @ 1:00 PM

**AGENDA**

**ATTENDANCE ROSTER**

<table>
<thead>
<tr>
<th>Name</th>
<th>Representing</th>
<th>Phone</th>
<th>Email</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chance Abbey</td>
<td>SIA</td>
<td>509-455-6445</td>
<td><a href="mailto:cabbey@spokaneairports.net">cabbey@spokaneairports.net</a></td>
<td></td>
</tr>
<tr>
<td>Andrew Barrington</td>
<td>SIA</td>
<td>509-455-6431</td>
<td><a href="mailto:abarrington@spokaneairports.net">abarrington@spokaneairports.net</a></td>
<td></td>
</tr>
<tr>
<td>Ryan Sheehan</td>
<td>SIA</td>
<td>509-455-6418</td>
<td><a href="mailto:rsheehan@spokaneairports.net">rsheehan@spokaneairports.net</a></td>
<td></td>
</tr>
<tr>
<td>Jeff Mitchell</td>
<td>SIA</td>
<td>509-455-6437</td>
<td><a href="mailto:jmitchell@spokaneairports.net">jmitchell@spokaneairports.net</a></td>
<td></td>
</tr>
<tr>
<td>SKYE BAKER</td>
<td>winwinkler</td>
<td>509-218-7011</td>
<td><a href="mailto:sbake@unwinkler.com">sbake@unwinkler.com</a></td>
<td></td>
</tr>
<tr>
<td>Taylor Trinidad</td>
<td>Snowgo</td>
<td>855.576.0946</td>
<td><a href="mailto:info@Snowgo.us">info@Snowgo.us</a></td>
<td></td>
</tr>
<tr>
<td>Chris Winkle</td>
<td>-</td>
<td>855.576.0946</td>
<td>Webex - Winkle</td>
<td></td>
</tr>
<tr>
<td>Matthew Backlund</td>
<td>-</td>
<td>-</td>
<td>Webex - Snow Systems</td>
<td></td>
</tr>
</tbody>
</table>
Landside Snow Removal Services

Pre-Proposal Meeting
# Tentative Schedule

The following is the schedule for this RFP process (which is subject to change):

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 8, 2020</td>
<td>Issuance &amp; Advertisement of RFP</td>
</tr>
<tr>
<td>July 22, 2020 @ 1 PM (PDT)</td>
<td>Mandatory Pre-Proposal Meeting</td>
</tr>
<tr>
<td>July 27, 2020 @ 4 PM (PDT)</td>
<td>Deadline for Submission of Questions</td>
</tr>
<tr>
<td>July 31, 2020 @ 4 PM (PDT)</td>
<td>Deadline for Airport’s Posting of Addenda/Questions</td>
</tr>
<tr>
<td>August 7, 2020 @10 AM (PDT)</td>
<td>Proposal Submission Deadline (Due Date)</td>
</tr>
<tr>
<td>Week of August 10, 2020</td>
<td>Review Proposals by an Internal Panel</td>
</tr>
<tr>
<td>August 17, 2020</td>
<td>Notify Finalist(s)</td>
</tr>
<tr>
<td>Week of August 24, 2020</td>
<td>Interviews (if necessary)</td>
</tr>
<tr>
<td>September 17, 2020</td>
<td>Airport Execution of Contract</td>
</tr>
<tr>
<td>October 1, 2020</td>
<td>Commencement of Services Under the Contract</td>
</tr>
</tbody>
</table>
Proposal Submission

☐ Submit one (1) electronic version of your Proposal in Adobe PDF format by email to abarrington@spokaneairports.net and include “Landside Snow Removal Proposal” in the subject line of the email **NLT August 7, 2020 @ 10:00 AM (PDT)**

☐ Questions must be submitted to the individual named above no later than: July 27, 2020 @ 4 PM (PDT)

☐ Proposals should not exceed **twenty (20) pages**.
## Evaluation Criteria

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>(Max. Points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) <strong>Proposal Information Form:</strong> The Proposal Information Form, included in Attachment A to this RFP, must be completed, submitted, and signed as part of your Proposal. You must include the name and contact information of the individual in your firm that the Airport should contact regarding questions about your Proposal and scheduling a potential interview.</td>
<td>10</td>
</tr>
<tr>
<td>2) <strong>Cover Letter:</strong> A cover letter expressing interest, addressing, at a minimum, the following:</td>
<td></td>
</tr>
<tr>
<td>a) <strong>Executive Summary:</strong> A high-level executive summary of your firm’s relevant qualifications and experiences, as well as the relevant experiences of key staff proposed for this project in performing similar services</td>
<td></td>
</tr>
<tr>
<td>b) <strong>Firm Size and Workload:</strong> Outline the size of your firm and discuss your capability to manage a project of this size and scope within the identified time frame, relative to your current workload.</td>
<td></td>
</tr>
<tr>
<td>c) <strong>Finances:</strong> Discuss your firm’s financial and organizational stability.</td>
<td></td>
</tr>
<tr>
<td>The cover letter must be signed in ink by an authorized representative of the Proposer.</td>
<td></td>
</tr>
<tr>
<td>3) <strong>Relevant Experience &amp; Staffing:</strong> Demonstrated expertise and experience in Snow Removal Services. Include in the discussion the following items:</td>
<td></td>
</tr>
<tr>
<td>a) Demonstrate a minimum of 5 years of verifiable experience in providing such services. Specifically, note services provided for airports and the sizes of those airports for which the services were provided.</td>
<td></td>
</tr>
<tr>
<td>b) Describe the staff performing the work as outlined in this RFP that demonstrates relevant experience from other projects, including but not limited to the equipment, Superintendent, and personnel that will perform the Scope of Work outlined in this RFP.</td>
<td></td>
</tr>
<tr>
<td>4) <strong>References:</strong> At least three references from previous clients for similar work completed by your firm. Cited references should include the project name, reference name, title, project role, and current contact telephone number. Refer to the Reference Checks section of this RFP for information about how reference checks will be used in the evaluation process.</td>
<td></td>
</tr>
<tr>
<td>a) Include in your references work done for other Airports or Airport Authorities, briefly describing the scope and timing of the engagement.</td>
<td>15</td>
</tr>
<tr>
<td>5) <strong>Proposed Cost:</strong> The proposed cost of the firm for providing requested services as outlined in the Scope of Work - USE ATTACHMENT B - The Airport reserves the right to negotiate the cost with the selected firm.</td>
<td>30</td>
</tr>
<tr>
<td>6) <strong>Organization of Submission Requirements</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td>100</td>
</tr>
</tbody>
</table>
PROPOSAL INFORMATION FORM

Name of Proposing Firm:                                   Contact Individual’s Name:

Address of Contact Individual:

Phone Number of Contact Individual:                     E-mail Address of Contact Individual:

State of Washington UBI Number:

Receipt is hereby acknowledged of Addenda No(s.):

OFFICIAL AUTHORIZED TO SIGN FOR PROPOSER:

“I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct”:

Signature:                                               Date:

Print Name and Title                                     Location or Place Executed: (City, State)

The above authorized individual makes the following affirmations on behalf of the proposing firm:

1. I am authorized to make these affirmations;
2. All answers and statements made in the Proposal are true and correct;
3. In preparing this Proposal, the financial information contained in it has been arrived at independently and without consultation, communication or agreement with the Board, or other Proposers, to restrict competition as to any matter relating to this RFP;
4. No fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official, contractor, or Proposer of the Board in order to procure the contract described in this RFP;
5. The firm is properly licensed, or will obtain, proper licenses prior to commencement of services, to conduct business in the state of Washington if legally required;
6. The proposed cost stated in this proposal are valid for ninety (90) days following the date of proposal submission.
Staffing

• The Proposer shall designate a supervisor or lead staff member to monitor and assess conditions, equipment, and operator actions.
  – The designated individual will keep the Airport Staff, or designee, appraised on an hourly basis.

• The Proposer shall have sufficient supervision, staff, and equipment to complete three (3) consecutive twelve (12) hour shifts.
Response Time Requirements

- The Proposer shall be on a Twenty-four (24) hour on call basis.
- Airport Staff shall determine when snow removal services are required.
- The Proposer must be on Premises within the designated forty-five (45) minutes from being notified by Airport Staff.
Equipment Requirements

• All equipment required shall be staged at the Airport in the designated area from October 15th to April 15th for each contract year.
• The equipment will be fully registered, insured, and capable of being legally operated under all Washington State and Federal vehicle regulations.
• A dedicated equipment staging area, equipped with power outlets will be provided to the Proposer. In addition, the Proposer shall provide a Trailer / Command Center Office.
• All vehicles used for snow removal must have the proper lights and warning signals (yellow beacons) according to OSHA and WADOT regulations.
Other:

• Follow up plowing and clean up may be necessary when the Premises has been completed and/or after previously parked vehicles have been removed. The Airport Staff will decide whether follow up plowing is needed.
Snow Removal, Schedule A (Parking Lots)
Snow Removal, Schedule B(Sidewalks)
Snow Removal, Schedule B (Roads)
Landside Snow Removal Services

- This RFP is broken down into two separate Schedules.

- Proposers may submit proposals for either Schedule “A” or Schedule “B” or both.
## Equipment List – Schedule A

<table>
<thead>
<tr>
<th>Minimum Equipment</th>
<th>Minimum Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front End Loader Rubber Tire (2yd) w/ Operator</td>
<td>5</td>
</tr>
<tr>
<td>Pick Up Trucks w/ 10’ or 12’ plow w/ Operators</td>
<td>6</td>
</tr>
<tr>
<td>V-Box 1.5-2.5 Cu Yd Spreader (for Salt) w/ Operator*</td>
<td>2</td>
</tr>
<tr>
<td>Skid Steer with Snow Pusher Box Blade w/Operator</td>
<td>1</td>
</tr>
<tr>
<td>Full Size 15 Yard Dump trucks for hauling snow w/ Operator</td>
<td>3</td>
</tr>
<tr>
<td>Shovel Crew</td>
<td>3</td>
</tr>
</tbody>
</table>

*SIA will provide materials (i.e. Salt, Sand, Rock-salt, etc.) for V-Box Spreader*

- The Proposer shall supply three (3) additional personnel to reform hand shoveling work at the direction of the Airport as needed.
## Equipment List – Schedule B

<table>
<thead>
<tr>
<th>Schedule “B” Additional Equipment</th>
<th>Quantity</th>
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<tbody>
<tr>
<td>Front End Loader, Rubber Tire (2yd)</td>
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CONTRACT # ______________________________

SERVICE CONTRACT
BETWEEN
SPOKANE AIRPORT
AND

___________________________
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THIS SERVICE CONTRACT made and entered into this ______ day of ___________, 20____, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as “Airport” and ________________________, a Corporation organized and existing under the laws of the State of _________________, 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 landside snow removal service for the Airport, as set forth in the Request for Proposals dated _________ and as agreed to in the Proposal submitted by Contractor, both of which are incorporated herein by this reference.

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 __________, 20___:

1. TERM

The term of this Contract shall be three (3) year(s) commencing October 1, 2017 and expiring on September 30, 2020. The Airport shall have the option to renew this Contract for two (2) additional one (1) year term(s), providing that the work performed under this Contract has been fully satisfactory as determined solely by the Airport. Such option(s) shall be under the same terms and conditions contained herein except for the financial consideration and scope of work, which may be renegotiated as set forth in Article 2 - FEES, Paragraph B. Said option(s) may be exercised by written notice from the Airport to the Contractor not later than one hundred twenty (120) days prior to the expiration of the current term.

2. FEES

A. For the term commencing October 1, 2017 and expiring September 30, 2020, the Airport shall pay Contractor in accordance with the terms set forth 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 detailed invoice.
B. Fees quoted shall be firm for the term of the Contract. If the Airport exercises the option to renew, acceptance of a fee change for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within ninety (90) 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.

3. SCOPE OF WORK

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

4. RELATIONSHIP OF THE PARTIES

22. 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. Subject to and in accordance with all applicable laws and ordinances and such reasonable rules and regulations as may be adopted by the Airport for the regulation thereof, Contractor may, together with others, use SIA and its appurtenances together for the purpose of providing the Airport with the work set forth in Attachment A at SIA. The privileges granted hereby shall be non-exclusive, and include without limiting the generality thereof.

B. 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.

C. 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.

D. 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.

E. 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.

F. To the extent of its capabilities, Contractor agrees to cooperate with the Airport and/or any other Contractor in dealing with aircraft or related emergencies at SIA.

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 $35.00. Contractor shall also pay a Fifteen Dollar ($15.00) fee for the issuance of a new badge and the renewal of each ID Badge. The cost shall be the responsibility of the Contractor. The cost may be amended by the Airport from time to time. The Contractor shall deliver to the SIA Police Department in writing the names, mailing addresses and telephone numbers of all employees performing services under this Contract. Any change in personnel shall be reported to the Airport and the SIA Police Department. The Contractor shall be responsible for the prompt recovery of Airport keys and security identification badges.

C. Pursuant to applicable federal regulations, Contractor shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Contractor, its employees, agents, suppliers, invitees, sub-contractors or guests. Contractor shall provide the Airport with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.
D. The Contractor will comply with rules, practices, security restrictions and regulations as set forth by the Airport or any agency having jurisdiction at SIA. Any fines assessed against the Airport as a result of the Contractor’s failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Contractor, its employees or agents will be paid promptly, upon demand, to the Airport by the Contractor.

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

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

7. INDEMNITY AND WAIVER OF DAMAGES

A. The Contractor shall indemnify, hold harmless and defend the Airport, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney’s fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Contractor’s or Subcontractor’s conduct of business or from any activity or other things done, permitted, or suffered by Contractor in, or about the Premises or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Contractor prompt and reasonable notice of any such claim or actions made or filed against it.

B. Contractor hereby agrees to release and hold harmless the Airport, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Contractor caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on SIA; and the Contractor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Contractor further agrees to hold the Airport, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Contractor’s equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.
8. **INSURANCE**

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

9. **FORCE MAJEURE**

Neither the Airport 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.

10. **NON-PERFORMANCE**

   A. Contractor shall perform all work to the satisfaction of the Airport, who shall have the right of inspection at all times and whose appraisal and acceptance of the work shall be a precedent to any payment made by the Airport under this Contract.

   B. In the event of any dispute regarding employee(s), or scope of work required under this Contract, the decision and judgment of the Airport shall be final and binding.

   C. Contractor understands and acknowledges the work obligated Contractor to be on call on a twenty-four (24) hours basis and SIA Parking and Ground Transportation personnel shall
determine, in their sole discretion, when landside snow removal services are necessary or required. Upon notification by SIA Parking and Ground Transportation personnel that such services are necessary or required, Contractor shall be on the Premises and providing such services no later than forty-five (45) minutes from receipt of such notification. Contractor expressly acknowledges that such on call and timing requirements are material to the work and so important that the Airport may reasonably expect to suffer damage if such on call and timing requirements are not fulfilled. Contractor further expressly acknowledges the extent or amount of such damage would be difficult or impossible for Airport to estimate accurately or prove. Accordingly, Contractor’s failure or refusal to be on the Premises and providing such services within the required time period shall result in liquidated damages being assessed against the Contractor. Said liquidated damages shall be assessed on the basis of a thirty (30) minute period the Contractor is not on the Premises and providing such services after the forty-five (45) minute period has lapsed. Thus, the Airport shall deduct two (2) hours of service for each thirty (30) minute period that Contractor is not on the Premises and providing such services. The hourly rate of the liquidated damages shall be the average of the Contractor’s composite hourly rates.

11. CANCELLATION OF CONTRACT

This Contract shall be subject to cancellation by the Airport upon thirty (30) days advance written notice should Contractor fail to perform the services as outlined in the Scope of Work and as agreed to in the Proposal submitted by Contractor.

12. ADVERTISING AND SIGNS

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

13. LEGAL CLAIMS AND ATTORNEY FEES

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

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Contract or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Contractor, this Contract or the breach of any covenant or condition of this Contract, or for the restitution of the Premises to the Airport and/or eviction of Contractor during the term of this Contract, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys’ fees, consultants’ fees, witness fees and
other costs, both at trial and on appeal. For purposes of calculating attorneys’ fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

14. **ANTI-KICKBACK**

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

15. **GOVERNMENT RESERVATIONS AND RESTRICTIONS**

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

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

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

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

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

16. **CONTRACT SUBORDINATE TO BOND ORDINANCE**

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

17. **TITLE VI ASSURANCES**

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

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

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

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

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

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

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

19. **SEVERABILITY**

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

20. **NON-WAIVER OF BREACH**

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

21. **SUBMISSION OF CONTRACT**

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

22. **SURVIVAL OF INDEMNITIES**

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

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

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

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

**AIRPORT:** SPOKANE AIRPORT  
Parking and Ground Transportation Department  
9000 W. Airport Drive, Suite 204  
Spokane, WA 99224

**CONTRACTOR:** ________________________
_________________________
_________________________
The date of service of such notice shall be the date such notice is deposited in a post office of the U.S. Post Office Department.

25. **TIME OF ESSENCE**

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Contract.

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.

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: ________________________    ___________________________
Title: _______________________
Brian M. Werst    General Counsel

CONTRACTOR

Title: _______________________
UBI # _______________________

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 the __________________________ 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 ______________