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**Request for Proposals (RFP) for  
Air Service Development Consulting Services**

<b>Contact Person for Questions During the Proposal Process</b>		
Questions should be directed only to: Joe Nevill Air Service Development Manager; 509-455-6475; <a href="mailto:jneville@spokaneairports.net">jneville@spokaneairports.net</a>		
<b>Deadline for Submission of Questions</b>		
Questions must be submitted to the individual named above no later than:  <b>4:00PM (PDT) on Monday, 6/22/2026</b>		
<b>Proposal Submission Place and Deadline</b>		
Submit Proposals to:  Spokane International Airport ATTN: Joe Nevill 9000 W. Airport Drive, Room 204 Spokane, WA 99224	Date:  <b>Monday, July 6, 2026</b>	Time:  4:00PM (PDT)

# Request for Proposals (RFP) for Air Service Development Consulting Services

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Spokane International Airport (“Airport”) is soliciting proposals from qualified professional firm(s) to provide comprehensive on call Air Service Development Services for the Airport for the next three (3) calendar years, commencing on or before August 1, 2026, ending July 31, 2029, with an option for two (2) additional one (1) year terms (“Proposals”). The Proposer shall demonstrate excellence in air service market definition and analysis, demographic data gathering and presentation, route analysis, communication, and airline relationship development. A successful Proposer will, with Airport staff, develop and implement comprehensive air service development strategies to maintain and increase air service by existing carriers and attract new carriers to the Airport. Other services related to air service development may be requested.

## BACKGROUND INFORMATION

### **ABOUT THE AIRPORT:**

The Airport is jointly owned by Spokane County and the City of Spokane. The city and county operate the Airport under provisions of RCW 14.08, which establishes the operation of airports by more than one municipality under joint agreement. The operating authority is the Spokane Airport Board (the “Board”), consisting of seven appointees from the two governmental bodies, overseeing the following entities:

- **Spokane International Airport (GEG):** Situated just five miles west of downtown, GEG is the second largest commercial service airport in the state of Washington, and an important gateway to key markets and destinations across the Inland Northwest and British Columbia. It is served by eight major airlines, three cargo carriers, and provides employment for over 3,000 people. The Airport’s market area includes Eastern Washington, Northern Idaho, Western Montana and portions of Southern British Columbia and Alberta. In 2025, the airport proudly welcomed a record total of more than 4.3 million passengers and is on track to surpass this record in 2026. It also generates approximately \$3 billion in annual economic impact across the Inland Northwest region – and does so without the use of taxpayer or City or County appropriated funds.
- **Felts Field (SFF)** is a 400-acre general aviation airport and designated reliever facility located approximately five miles east of downtown Spokane. It has two paved runways, a turf landing strip, as well as the ability to accommodate water landings on the adjacent Spokane River. It is also one of the nation’s oldest federally designated airports; each June, to commemorate the airport’s history and enduring aviation tradition, the airport hosts Neighbor Day, a free community open house.
- **The Airport Business Park** is an industrial and business park development that comprises 540 acres. Strategically located adjacent to Spokane International Airport and Interstate 90, it has 19 buildings and 8 tenants.
- **Rail-Truck Transload Center:** Located approximately two miles west of the passenger terminal, this facility will offer multimodal freight services to meet the increased demand for a larger transportation network from the area’s diverse commercial and industrial sectors. The

selected firm will work closely with the Airport to develop and execute promotional strategies and tactics in support of this new entity.

**CURRENT AIR SERVICE CONSULTING INITIATIVES:**

The Airport currently utilizes multiple air service consulting services on an on-call basis, to provide strategic guidance, data-based analysis, targeted air service development project work such as catchment area studies, service area analyses, airline specific air service projects, preparation for and assistance with air service development conference materials, preparation and attendance at airline headquarters meetings, and associated other miscellaneous air service-related projects and tasks. It is the Airport’s preference to identify one or more qualified vendors to provide these consolidated services.

**SCOPE OF SERVICES**

**DESIRED COMPETENCIES:**

The selected firm(s) should have extensive experience in the following air service development functions:

- ✓ Catchment Area Studies
- ✓ Service Area Analyses
- ✓ Evaluating new and existing air service opportunities
- ✓ Mobalytics (cell phone)-based market studies
- ✓ Air service data collection, analysis and reporting
- ✓ Development of holistic air service strategic planning for the Airport
- ✓ Assessing Canadian and Mexican transborder service
- ✓ Development of cargo air services analyses and recommendations
- ✓ Assessing and making air carrier incentive program recommendations
- ✓ Experience in the air transportation industry – including airline, freight and/or travel industry, or public sector with a focus on economic development is desirable.
- ✓ Preparation and attendance at air service development conferences.
- ✓ Preparation and attendance at airline headquarters meetings.
- ✓ Preparation of presentations to solicit new and expanded air service, as well as communicate information about the air service market.
- ✓ Project management, including experience managing and executing marketing tactics across multiple communications channels (i.e. email, social media, website, content, digital displays, etc.)

**KEY RESPONSIBILITIES:**

The selected firm(s) will partner with the Airport to develop and execute air service development strategies and tactics that elevate the Airport’s air service in both new and existing markets in its growing role as a regional economic hub.

Tasks will include:

- A. **Market Definition and Analysis:** The Proposer shall be able to define and analyze the Spokane air service market, including but not limited to, catchment and service area

analyses, migration, second homeownership, thorough demographic reviews of the area, including the ability to obtain employment, level of interest, and travel information from the local business community is required, etc. The Proposer should be able to demonstrate how they can identify unique demand characteristics of the market area that can be used to develop a value proposition to specific airlines that will achieve favorable results in scenarios including but not limited to retaining existing routes, up gauging aircraft on existing routes, increasing frequency on existing routes, and initiation of new nonstop seasonal and year-round services. The Proposer should also be able to provide in-depth analysis of Canadian and other international markets, including analysis of drive traffic, including with the use of cellular, and other relevant data sources. The Proposer should also be able to provide comparative analyses of Spokane (GEG) and other airport costs.

- B. ROUTE ANALYSES:** The Proposer shall be able to analyze route performance and recommend airlines and routes that would be financially viable. Analyses shall be based on, but not limited to, the following considerations:
1. Historic and forecast traffic volumes, service patterns, and seasonality. These analyses will be primarily for domestic routes (Canadian or Mexican routes may be requested).
  2. Economic profiles of historic and/or current commercial aviation services.
  3. Traffic and revenue forecasts for new services including total passengers, projected load factors, yield analysis, passenger revenue potential, estimated operating costs and potential route profitability.
  4. Historic and forecast comparative data and analysis showing why Spokane represents a strong opportunity for a targeted carrier to provide service on a specific route.
- C. COMMUNICATION & PRESENTATION:** The Proposer shall demonstrate its ability to develop customizable presentations and communication materials in various formats for a variety of audiences, including airline planners, airline leadership, community business groups, Airport Board, and others, and may be required to attend and participate in meetings.
- D. RELATIONSHIP DEVELOPMENT:** Proposer shall provide details regarding airline relationships, on an airline-by-airline basis, to establish sufficient evidence from which to assess relative scoring. For example, Proposer could state the length of continuous relationships with various airlines (i.e, Proposer has worked with the airline for 15 years, etc.) The consultant shall work with staff to identify ways to develop and strengthen direct airport-airline relationships in both the short and long term.
- E. INCENTIVE PROGRAM:** The Proposer shall provide detailed examples of developing air carrier incentive programs for airports and their communities and explain briefly how they worked to gain broad community support of incentives.

F. **ONGOING REPORTING & DATA:** The Proposer shall provide air transportation/airport data as requested for airline schedules, passenger-related statistics and related airline performance information. Requested data includes, but is not limited to:

1. Benchmarking Spokane Airport against other similarly sized airports and/or those within the same geographic region.
2. T100 segment data, providing detailed information on airline, route level basis.
3. Monthly commercial airline service flight schedules providing both seat and departure/arrival information.
4. Monitor recent changes in Spokane Airport's commercial airline service and airfares on an ongoing basis.

G. **MISCELLANEOUS PROJECTS & REQUESTS:** Proposer will be required to perform analyses and projects that help define the air service market using both existing and new data sources, including but not limited to cellular data, second home data, credit card data, demographic data and any other sources that help define the air service area and that are beneficial in providing airlines and other stakeholders with a good understanding of the market. Proposer should provide experience and examples of projects using cellular data, second home ownership data, cargo data, and any other data sources that help promote air service markets.

On occasion, questions/inquiries may arise regarding a start-up airline, new entrant airline, incumbent airline, international air service possibilities, air service marketing opportunities, cargo, research into air service decisions made by airlines to other communities/airports, etc. The Proposer shall be able to prepare an appropriate response to the inquiry or other assistance may be requested of the Proposer by the Airport

Additional requests may be issued under the agreement during the term of agreement, as warranted.

#### **TERM OF CONTRACT**

The Airport's preference is to select one or more qualified air service development consulting firms to provide comprehensive on-call air service development consulting services for the next three (3) calendar years, commencing on or before September 1, 2026, ending August 31, 2029.

The term of the contract will commence upon award and conclude upon completion of the scope awarded. Terms will be finalized upon notification of award.

#### **FUNDING SOURCE(S)**

The work to be performed is funded from the general Airport operating budget, therefore no federal funds are expected to be involved with the work under this RFP.

## RFP SCHEDULE

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

Date	Description
Monday, June 15, 2026	Issue Date of RFP
Monday, June 22, 2026	Deadline for Submission of Questions
Wednesday, June 24, 2026	Airport's Response to Questions and/or Addenda posted
<b>Monday, July 6 at 4 p.m. PT</b>	<b>Proposal Submission Deadline (Due Date)</b>
Week of July 6, 2026	Review by Selection Committee
Week of July 20, 2026	Finalist Interviews/Presentations
Week of July 27, 2026	Contract Negotiation
Wednesday, August 12, 2026	Airport Board Finance Committee Recommendation (Anticipated)
Thursday, August 20, 2026	Airport Board Action/Contract Award (Anticipated)
Tuesday, September 1, 2026	Earliest Anticipated Commencement of Services Under the Contract

## EVALUATION CRITERIA

The Airport will evaluate Proposals received based on the following evaluation criteria and will score Proposals up to the maximum number of points as noted for each evaluation criterion. The Proposer must include in its Proposal the information noted in the evaluation criteria and must demonstrate how the firm meets the evaluation criteria.

CRITERIA	MAXIMUM POINTS
<b>1) Proposal Information Form:</b> 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. The contact information should include the following: name of individual, title (Mr., Ms., etc.), firm name, address (city, state, zip code), telephone number, e-mail address.	2
<b>2) Standard Contract Language:</b> The Airport intends to utilize its standard Professional Service Agreement for this project, which is attached hereto in draft form. Each individual or firm must affirm in its submittal that the terms and conditions of this agreement are acceptable, or if the firm takes exception to any of the proposed language in the agreement, the firm must specifically describe the reason for the exceptions and propose in its Proposal alternative language for review and consideration by the Airport.	5
<b>3) Cover Letter:</b> A cover letter expressing interest, addressing, at a minimum, the following:	

<ul style="list-style-type: none"> <li>a. <u>Executive Summary</u>: A high level, executive summary of your firm’s relevant qualifications and experiences, as well as the relevant experiences of key staff proposed for this project in performing similar services.</li> <li>b. <u>Firm Size and Workload</u>: Outline the size of your firm and discuss your capability to manage a project of this size and scope within the identified time frame, relative to your current workload.</li> <li>c. <u>Transportation/Economic Development/Public Sector Experience</u>: Describe your team’s familiarity and experience working with public sector clients, particularly. Please also describe your firm’s familiarity with the Public Records Act and public records archiving requirements. <ul style="list-style-type: none"> <li>o Please include references relevant to public sector clients.</li> </ul> </li> </ul>	8
<p><b>4) Proposed Cost:</b></p> <ul style="list-style-type: none"> <li>a. Provide a proposed staffing plan, presented as an organizational chart. <ul style="list-style-type: none"> <li>a. Include relevant experience of such personnel. Experience should include projects of similar, or larger, size and scope including work involving large corporations, working under tight schedules.</li> <li>b. Include names, titles, principal place of business, and associated hourly rate of such personnel.</li> <li>c. Indicate the responsibilities of qualifications and the amount of time such personnel will be assigned to the contract. <ul style="list-style-type: none"> <li>i. The Proposer shall commit that staff identified in its Proposal will perform the assigned work. Any staff substitution must have prior approval of the Airport.</li> </ul> </li> </ul> </li> <li>b. Provide the current rates for on-going support and an estimate of planned increases for such support.</li> <li>c. Estimate the number of hours that will be available to the Airport for consulting services per month. <ul style="list-style-type: none"> <li>a. Include names, titles, principal place of business, and associated hourly rate for each staff member assigned to consulting Team.</li> </ul> </li> <li>d. Be able to provide documentation for the Washington State Department of Enterprise Services (DES) or other national co-operative purchasing agreements (eg: NJPA, US Communities) if the firm’s proposed cost is related to such agreements.</li> <li>e. The Airport reserves the right to negotiate the cost with the selected firm.</li> </ul>	25
<p><b>5) Work Samples &amp; References:</b> Proposers will be heavily evaluated on their previous work history and ability to provide comprehensive air service development analyses and projects that provide comprehensive market reviews, forecasts and proposals for air service initiatives and the ability to attend meetings with stakeholders, including with airlines to present proposals. Proposers should submit at least (5) analytic samples/supporting materials from recent air service development projects.</p> <ul style="list-style-type: none"> <li>a. Print and/or URL submissions are acceptable.</li> </ul>	45

<p>b. Examples that specifically highlight the firm’s acumen for developing air service / route cases and accompanying presentations, are appreciated.</p> <p>c. Firms are encouraged to provide five (5) professional references from past/current clients.</p>	
<p><b>6) Schedule Management:</b> Proposer should describe and discuss firm’s approach to managing the tasks identified in the scope of services, including approach to updating and reporting work progress to the Airport, incorporating client input, and adjusting scope of services or projects if adjustments are encountered.</p>	15
<p><b>TOTAL POINTS</b></p>	<b>100</b>

## INTERVIEWS

Proposers may be required to participate in an interview session of approximately one hour with a selection committee and/or other Airport personnel on the date and time noted in the RFP Schedule on page 6. The Airport will establish evaluation criteria and weighting for each interview criterion that will be added to the scores received for the written Proposals as part of making a final selection decision.

## SUBMISSION REQUIREMENTS

**Proposal Submission Deadline:** Submittals must be received by the Airport no later than Monday, July 6, 2025, at 4 p.m. Pacific Time.

**Late Proposals:** Proposals will not be accepted by the Airport after the date and time specified in this RFP. In the event that a Proposal is delivered after the Proposal submission deadline, the Proposal will not be accepted or considered and will be returned to the Proposer unopened. The Airport will not be liable for delays in delivery of Proposals due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Proposals may be delivered in person or by a delivery service. No verbal, email, facsimile (Fax), telegraphic or telephonic Proposals will be accepted. Proposers are responsible for ensuring that the Airport receives the Proposal at the designated location by the deadline stated in this RFP.

### **Submission Requirements:**

- Submittals should be mailed and must be delivered to the address indicated on page 1 of this RFP. Submission must include five (5) hard copies of the Proposal. Electronic files and submissions of prior work samples must be provided on a USB drive in a common file format (i.e., PDF, DOC, JPG) and must be subject to public dissemination and display with no restrictions.
- Proposals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer and should be marked with the name of this RFP as

indicated on page 1 of the RFP. The bound Proposals should be in an 8 1/2” by 11” format, using a minimum 12-point type size.

- Proposers are encouraged to “double side” the printing of their Proposals; however, for the purposes of any page limitations of the Proposal outlined in the RFP, one side of a printed page is considered one page.

**Organization of Proposals:** Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposals should include an index, which is clearly separated with tabs, labeled by response to specific evaluation criteria and addressed in the same order as included in the RFP. Although there is no expressed page number limitation, Proposers are advised that lengthy or wordy submissions are not necessary and are discouraged.

**Clear and Responsive Proposals:** The Airport has made every effort to include enough information within this RFP for a firm to prepare a responsive Proposal. Proposers are encouraged to submit the most comprehensive and competitive information possible. Proposals that do not respond completely or sufficiently to the evaluation criteria in this RFP may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the Proposal not scoring high enough to be considered further.

**Questions About RFP:** Questions regarding this RFP should be addressed solely to the individual identified on page 1 of this RFP. Questions must be asked prior to the deadline indicated on page 1 of this RFP. The Airport may determine whether a Proposal is non-responsive if the Proposer has had contact with any other member of the Airport staff or Airport Board.

**Addenda:** Oral communications and emails from the Airport, its staff, agents, Airport Board members, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Airport and shall in no way modify any provision of the RFP. Only formally issued addenda shall modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address: <http://business.spokaneairports.net/rfp>. Proposers are responsible for checking the website prior to submission of Proposals for any addenda. If you are unable to download the addenda, you may contact the individual noted on page 1 of this RFP. Receipt of addenda must be acknowledged by Proposers on the Proposal Information Form that must be submitted with the Proposal.

## **SELECTION PROCESS**

The Proposals will be reviewed by an evaluation committee, and the highest rated firms may be invited to an interview. The selected firm(s) will be invited to enter negotiations with the Airport. If the Airport and the selected firm(s) cannot agree on terms that are fair and reasonable, the Airport may terminate negotiations and enter negotiations with the next highest rated firm.

**Rights Reserved:** The Airport reserves the following rights:

- To waive as informality any irregularities in Proposals and/or to reject any or all Proposals.
- To extend the date for submittal of Proposals.

- To request additional information and data from any or all Proposers.
- To supplement, amend, or otherwise modify the RFP through addenda issued.
- To cancel this RFP with or without the substitution of another RFP.
- To reissue the RFP.
- To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the Proposals.
- To not select the highest rated firm if the proposed price is more than the Airport's budget for the work.
- To reject any Proposal if the Airport's analysis of the Proposer's financial status and capacity indicates, in the Airport's judgment, that the firm is not able to successfully perform the work.
- To cancel the RFP process in the event only one Proposal is received by the deadline.
- To establish a revised deadline for submission of Proposals in the event only one Proposal is received by the deadline.

**Reference Checks:** The Airport reserves the right to conduct reference checks for firms submitting Proposals, either before or after Proposals have been evaluated, and/or after interviews have been held. In the event that information obtained from the reference checks reveals concerns about a firm's past performance or their ability to successfully perform the contract to be executed based on this RFP, the Airport may, at its sole discretion, select a different firm whose reference checks validate the ability of the firm to successfully perform the contract to be executed based on this RFP. In conducting reference checks, the Airport may include itself as a reference if the firm has performed work for the Airport, even if the firm did not identify the Airport as a reference and may conduct reference checks with others not identified by the Proposer.

## **ADMINISTRATIVE REQUIREMENTS**

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

### **Public Disclosure:**

1. Property of Airport: Proposals submitted to the Airport shall become the property of the Airport and shall not be returned to the Proposer.
2. 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.

**Indemnification by Proposer:** By submitting a Proposal, the Proposer agrees to fully indemnify,

defend, and hold harmless the Airport, the City and County of Spokane, and their elected officials, agents and employees, from all damages, penalties, attorneys' fees and costs related to withholding any portion of public records from disclosure.

**No Claim Against the Airport:** By submitting a Proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

**Basic Eligibility:** If required by law, the successful Proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful Proposer must not be debarred, suspended, or otherwise ineligible to contract with the Airport, and must not be on the federal government's list of firms suspended or debarred from working on federally funded projects.

**Non-Discrimination:** All Proposers will be afforded the full opportunity to submit Proposals in response to this RFP, and no person or firm shall be discriminated against on the grounds of race, color, age, sex, or national origin in consideration for an award issued pursuant to this RFP.

**Approval of Sub-Consultants:** The Airport retains the right of final approval of any sub-consultant of the selected Proposer who must inform all sub-consultants of this provision.

**Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, the Airport expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.

**Funding Availability:** By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

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

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

**SUBMISSION CHECKLIST**

- Proposal Information Form (included in Attachment A)
- Cover Letter
- Proposed Cost
- Work Samples (at least 5)
- Schedule Management

**Attachment A**

**Spokane International Airport  
Request for Proposals for  
Air Service Development Consulting Services**

**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)

Note: This Proposal Information Form must be completed and submitted as part of your Proposal.

## **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

for  
Air Service Development Services, # \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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 the \_\_\_\_\_ is incorporated in the State of \_\_\_\_\_, hereinafter referred to as “Consultant.”

Consultant shall provide professional services for the Air Service Development Project # \_\_\_\_\_, at the Spokane International Airport(s). Said services shall be in accordance with the Scope of Work - Exhibit A, dated \_\_\_\_\_, attached hereto.

WITNESSETH:

The parties hereto agree as follows:

1. TIME OF PERFORMANCE: This Agreement shall run from time of execution by both parties and will continue in good faith and effort until this Agreement expires on \_\_\_\_\_, unless terminated as provided for herein. Two (2) additional one-year terms may be exercised at the Board’s sole option.
2. MODIFICATION. The Airport may modify this Agreement and order changes in the work whenever necessary or advisable. Consultant will accept modification when ordered in writing by the Airport’s designated representative, the time for performance and compensation being mutually agreed upon. Consultant shall make revisions to work included in this Agreement as are necessary to correct errors and omissions appearing therein when required to do so by the Airport without additional compensation.
3. COMPENSATION: The Airport will pay Consultant per the Scope of Work - Exhibit A, dated February 1, 2026, attached hereto, which the parties intend to be limited to air service development consulting services. The negotiated fee for said services shall be on a time and material basis for a not to exceed amount stated in Proposer’s proposal. Proposer’s cost shall include all labor, data resources, tools and items needed to perform requested tasks.

The Consultant agrees that any work identified during the project as outside of the original Scope of Work shall be discussed with the Airport prior to execution of such work. A separate written scope and fee will be prepared and forwarded to the Airport for consideration. Any work completed by the Consultant outside of the Scope of Work without express written prior approval from the Airport shall be considered incidental.

4. PAYMENT: Consultant will send its applications for payment to:

Spokane International Airport  
**Attn: Joe Nevill**  
9000 W. Airport Drive, Suite 204  
Spokane WA, 99224

Payment shall be made within thirty (30) days after receipt of billing of the amount due based upon actual hours and incidental costs, accomplished through the application date, less previous payments made. Detailed hours billed and explanations of work performed shall be provided with each application for payment. Payment shall not exceed amount set forth in the task order unless mutually agreed in writing by the parties.

5. TERMINATION: Airport may terminate this Agreement by thirty (30) days' written notice to the other party and Consultant may terminate this Agreement by sixty (60) days' written notice; provided, however, the party seeking to terminate this Agreement shall not be in default. In the event of such termination, the Airport shall pay Consultant for all services rendered and expenses incurred prior to date of termination. The Airport is not obligated to pay any fees or expenses which specifically involve negligent acts or omissions on the part of Consultant.
6. COMPLIANCE WITH LAWS: Consultant shall comply with all applicable federal, state, and local laws, regulations and executive orders which are incorporated by reference.
7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: The Consultant certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.
8. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, reports and other related documents prepared by Consultant under this Agreement are and shall be the property of the Airport. Any reuse shall be at the Airport's sole risk.
9. ENDORSEMENT OF PLANS: Consultant shall place its written endorsement on all plans, specifications, reports or documents developed by Consultant.
10. ASSIGNMENTS: This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign or transfer its interest, in whole or in part, without the other party's prior written consent.

11. 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 Consultant's duties. Subject to paragraph 21 of this Agreement, the Airport and Consultant 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. Consultant 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 fees or other sums or charges otherwise payable to Consultant, 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.

12. TITLE VI ASSURANCES:

A. The Consultant 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, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. 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 Consultant for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant 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 A and which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: Consultant, 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. Consultant 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 Consultant 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 Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color or national origin.

4. Information and Reports: Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Board 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 Consultant's noncompliance with the non-discrimination provisions of this Agreement, the Board 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 Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

### 13. INSURANCE:

- A. Consultant shall carry Professional Liability insurance coverage, including coverage for job supervision, in the minimum amount of \$1,000,000, per claim and in the aggregate.
- B. Consultant 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 specified below and insurance shall be placed with companies or underwriters authorized to do business 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 the standard comprehensive general liability insurance coverage with aircraft exclusion deleted and shall include, but not by way of limitation, bodily injury; property damage; products liability; and contractual coverage. Consultant shall also maintain a vehicular policy insuring any of its vehicular operations on the Airport and the policy shall be issued by a company authorized to do business in the State of Washington. Consultant shall promptly upon execution of this Agreement, furnish to the Airport appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than \$1,000,0000 combined single limit or split limits equal to and not less than \$1,000,000, for bodily injury and property damage with respect to each occurrence, including the obligations pursuant to Article 19 – such limits subject to periodic adjustments. The insurance policies shall not be subject to cancellation except after notice to the Airport by registered mail at least thirty (30) days prior to the date of such cancellation. Where any policy(ies) has/have normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. The Airport, its staff, and employees shall be named as additional insured

on Consultant's Comprehensive General Liability coverage, with respect to Consultant's use of the Airport and the Premises which are subject of this Agreement. Upon written request by the Airport, Consultant shall permit the Airport to inspect all originals of all applicable policies. Required additional insured language is as follows: *"The Airport, the City and County of Spokane, their elected officials, agents and employees are additional insured with respects to Liability arising out of the operations of the named insured."*

14. INDEMNIFICATION:

- A. The Consultant shall indemnify the Airport, its elected and appointed officials, agents, employees and representatives (collectively, the "Constituents") from only that portion of any liability that is caused by any negligent act, error, or omission by the Consultant with regard to the professional services it has performed for the Airport, as such liability is finally determined after trial and any appeal thereof. The Airport and the Constituents shall not have comparative fault for selection, administration, monitoring, or controlling the Consultant, or in approving or accepting the Consultant's work. This paragraph shall not nullify, extend or expand any statute of limitations that is otherwise applicable to any negligence or other claim against the Consultant. This indemnification is not intended to, and does not alter or interfere with any duties that the Consultant may have under its insurance agreements, such as the duty to cooperate fully with the insurer in defending any claims, the duty to obtain the consent of the insurer to pay or compromise any claim, or the duty to refrain from prejudicing the insurer's subrogation rights. This indemnification is solely for the benefit of the Airport and the Constituents and no third party beneficiary or other rights shall be created under this provision.
- B. Consultant hereby agrees to release and hold harmless the Airport and Constituents from any damages to the Consultant 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 the Airport; and the Consultant 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 the Airport. The above exception shall not limit a cause of action again other persons or entities, including licenses, concessionaires or aircraft operators.
- C. Consultant further agrees to hold the Airport and Constituents free and harmless for any claims arising out of the damage, destruction or loss of any or all of Consultant'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.

15. AUTHORIZATION TO PROCEED: Consultant will not begin work on any of the services listed until the Airport provides written direction to proceed.

16. FORCE MAJEURE: Neither the Airport or Consultant shall hold the other responsible for damages nor delay 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.

17. HAZARDOUS MATERIALS: Dealing with hazardous materials is not within Consultant's obligations. An amendment to this Agreement will be required for work involving hazardous materials.
18. SERVICES OF CONSULTANT: Unless this Agreement is terminated as specified herein by reason of substantial failure of either party to fulfill its obligations under this Agreement, Consultant shall perform all services specified in this Agreement.
19. SUBMISSION OF AGREEMENT: The submission of this document for examination and negotiation does not constitute an offer or Agreement. This document shall become effective and binding only upon execution and delivery hereof by an authorized representative of each the Airport and Consultant. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.
20. RELATIONSHIP OF THE AIRPORT AND CONSULTANT: Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture, and no provision contained in this Agreement nor any acts of Consultant and the Airport shall be deemed to create any relationship other than that of Consultant serving as an independent contractor of the Airport.
21. 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, Consultant shall, at the Airport's option, defend the Airport at Consultant's expense by counsel satisfactory to the Airport.
22. 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.

For Internal Use Only

Project Number: \_\_\_\_\_

Funding Source: \_\_\_\_\_

Attachments:

- A. Exhibit A: Scope of Work

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: Spokane Airports CEO

By: Brian M. Werst, General Counsel

CONSULTANT

Printed Name:

Title:

UBI #:

## EXHIBIT B

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

EXHIBIT A:

**Spokane International Airport**

**Air Service Development Scope of Work / Task Order (Sample)**

January 1, 2026

**Subject: Task Order for Sample Project**

This Task Order outlines how *XXXXX Consulting Firm* will support Spokane International Airport for *Sample Project*.

**Project Definition:** Describe proposed project

**Scope of Work:**

- Consultant support for Spokane International Airport air service development project.

**Project Budget:**

- *XXXXX Consulting Firm* proposes a budget as follows:

Project Component	Rate	Units (Hours)	Total Cost
XXXX Project Support	\$XXX	XX	\$XXX.XX
XXXX Materials, Data			\$XXX.XX
<b>TOTAL</b>		XX	<b>\$XXX.XX</b>

For any questions or additional information, please contact:

John Doe

XXXXX Consulting Firm

[john.doe@consultingfirm.com](mailto:john.doe@consultingfirm.com)

Mobile: (XXX) 555-1212 / Office: (XXX) 555-1210

Signature: \_\_\_\_\_

Accepted by:

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_