



Spokane International Airport

Spokane Airport Board

(Spokane International Airport, Airport Business Park, Felts Field)

Request for Statements of Qualifications and Experience (RFSQE) for Rental Car (RAC) Consultant Services

#26-49-9999-013

September 8, 2026

GENERAL OVERVIEW

Contact Person for this RFSQE		
Questions should be directed only to:	Telephone number: 509-455-6431	
Amy Anderson, C.M. Manager, Properties and Contracts	Email address: aanderson@spokaneairports.net	
Deadline for Submission of Questions		
Questions must be submitted by e-mail to the individual named above prior to: 3:00 PM, Local Time, Thursday, October 8, 2026		
Responses / Addenda Posted		
Target Date & Time for Responses and any addenda to be posted on the Board’s website (https://business.spokaneairports.net/bids/) prior to: 3:00 PM Local Time, Thursday, October 22, 2026		
Response Instructions, Submission Place and Deadline		
Submit one (1) original and one (1) electronic copy of the written response in a sealed envelope clearly marked “Request for Rental Car (RAC) Consultant Services #26-49-9999-013” . Deliver to: Spokane International Airport Attn: Amy Anderson, C.M. 9000 W. Airport Drive, Suite #204 Spokane, WA 99224	Date: 11/10/2026 (Tuesday)	Time: 3:00 PM Local Time Responses delivered after this time <u>will not be accepted.</u>



Request for Statements of Qualifications and Experience (RFSQE) RENTAL CAR (RAC) CONSULTANT SERVICES

Spokane Airport Board (“Board”) is inviting qualified and experienced parties within the aviation community to enter into a professional services agreement to develop, advertise, and consult on a Request for Proposal (RFP) and negotiate Concession and Lease Agreements for Rental Car (RAC) tenants at the Spokane International Airport (“Airport”) in Spokane, Washington. Statements of Qualifications and Experience (“Responses”) will be accepted until November 10, 2026, at 3:00 PM (Pacific Time). Individuals or firms submitting a Response (“Respondent”) should provide one (1) digital submittal along with one (1) additional paper copy delivered to the attention of Amy Anderson, C.M., Manager – Properties & Contracts, Spokane Airport Board, 9000 W. Airport Drive, Suite #204, Spokane, WA 99224. Responses received after this deadline will be returned unopened to the sender’s address.

“Rental Car” or “RAC” shall mean non-peer to peer, for-rent motor vehicles designed primarily for the carriage of passengers and commonly classified as sedans, coupes, convertibles, four-wheel drive vehicles, passenger vans, sport utility type vehicles, and pick-up trucks rated one-ton or less.

Background Information

Via this Request for Statements of Qualifications & Experience (“RFSQE”), the Board is seeking to establish a contract with a qualified individual or firm (“Consultant”) to provide RAC consultant services for the Board for the upcoming RFP for RAC services and subsequent Concession and Lease Agreement negotiations, commencing approximately January 1, 2027. Services to be rendered are outlined in the Scope of Services in the next section.

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 entity of the Airport is the Spokane Airport Board, consisting of seven appointees from the two governmental bodies. The Board oversees a current capital and operating budget of approximately \$185 million from various funding sources.

The Airport is a 6,000-acre commercial service airport served by eight airlines and three air cargo carriers. The Airport recorded nearly 4.4 million passengers and 60,153 U.S. air cargo tons in 2025. It is the second largest commercial service airport in the State of Washington and categorized by the FAA as a Small Hub.

Overview

The Board is seeking Responses for Rental Car (RAC) consultant services from experienced and qualified consultants desiring to provide a full range of RAC consultant services that include but are not limited to: reviewing and evaluating current rental car operations, lease terms, and revenue structures; drafting and administering Requests for Proposals (RFPs); providing strategic advisory services and preparing; and negotiating the RAC Concession and Lease Agreements. The Board is interested in working with an established firm with ten (10) years or more of applicable airport-industry experience.

The selected Consultant is expected to review and comment on phases of the RFP and Lease award process required by the Board, as well as provisions in RAC Concession and Lease Agreements.

Scope of Rental Car Consultant Services

Services

The Consultant must provide, at a minimum, the following RAC consultant services listed herein, but which are not limited to the following:

1. Market & Financial Analysis

- Evaluate current rental car operations, lease terms, and revenue structures
- Benchmark against comparable airports or facilities
- Demand forecasting (rental days, fleet size)
- Financial modeling (MAGs, percentage rent, CFCs if applicable)
- Rate and fee structure analysis

2. Strategic Planning

- Recommend concession model
- Advise on rental car facility planning (RAC, QTA, ready/return layout)
- Develop business terms and deal structures aligned with airport goals
- Evaluate impacts of emerging trends (TNCs, EV infrastructure, shared mobility)

3. RFP Development & Procurement

- Draft RFP documents, including:
 - Minimum qualifications
 - Evaluation criteria

- Financial request requirements
 - Assist with procurement schedule and outreach
 - Manage Q&A process and addenda
 - Support request evaluation (scoring, analysis, interviews)
 - Provide recommendation for award
4. Concession & Lease Agreement Drafting
- Draft or revise concession agreements and lease terms
 - Define key business provisions:
 - Minimum Annual Guarantees (MAG)
 - Percentage rent structures
 - Term length and renewal options
 - Ensure compliance with FAA grant assurances and applicable regulations
 - Align agreements with Board policies and risk tolerance
 - Provide guidance on revenue tracking and reconciliation
5. Negotiation Support
- Lead or assist in negotiations with selected proposers
 - Analyze financial requests and counteroffers
 - Recommend negotiation strategies to optimize revenue and operational outcomes
 - Finalize business terms and contract language
6. Implementation & Transition
- Assist with transition from incumbent operators (if applicable)
 - Develop transition timelines and coordination plans
 - Support onboarding of new concessionaires
 - Ensure operational readiness (reporting, compliance systems, etc.)
7. Compliance & Revenue Management Advisory
- Recommend reporting requirements and audit provisions
 - Establish performance standards and key performance indicators
 - Advise on ongoing contract compliance and enforcement mechanisms

Alternate Services

The Consultant may propose additional services that Consultant believes may be beneficial to the Board. The Board reserves the right to evaluate such proposed additional services on an as-needed basis and to negotiate proposed costs for any such services if it is determined they should be provided.

Note: The Scope of Services is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the provisioning services. The scope may be modified by the Board CEO as deemed necessary. The selected Consultant will provide a single point of contact for the Board.

Schedule

The following is the tentative schedule for this RFSQE process:

Date/Time (as applicable)	Description
09/8/2026	Advertisement & Post on GEG Website
10/8/2026 3:00 PM Local Time	Deadline for Submission of Questions
10/22/2026 3:00 PM Local Time	Target for Board's Posting of Addenda
11/10/2026 3:00 PM Local Time	Response Deadline (Due Date)
Week of 11/16/2026	Target Interviews, if requested by Board
11/24/2026	Target Selection of Most Preferred Consultant
11/30/2026	Contract Negotiation
12/17/2026	Board Approval of Agreement
1/1/2027	Commencement of Services Under the Agreement

Evaluation Criteria

Respondent must have relevant experience in providing RAC consultant services to airports and must agree to the terms and conditions in the Professional Services Agreement provided by the Board, which is attached hereto as Attachment B. Additionally, Respondent must have acted as a consultant placing rental car companies at a commercial service U.S. airport with over 500,000 annual passengers during the five (5) years prior to the date of this RFSQE.

No Respondent shall contact rental car companies, franchises, affiliates, or any officers, representatives, or agents of the same on behalf of the Board prior to the selection of the Consultant and execution of an agreement. Respondents who contact rental car companies, franchises, affiliates, or any officers, representatives, or agents of the same related to this RFSQE prior to selection will be immediately disqualified from consideration.

An evaluation team will review all Responses received. The Board reserves the right to determine the suitability of Responses on the basis of a Respondent's meeting administrative requirements, the evaluation teams' assessment of the quality and performance of the service proposed, and cost.

The Respondent must include in its Response the information noted in the evaluation criteria and must demonstrate how Respondent meets the evaluation criteria.

The Board intends to enter into contract negotiations with the Respondent who in the sole judgment of the Board is best suited to fulfill the scope of services.

The following criteria will be used in reviewing the Responses:

Evaluation Criteria	Weighting (Maximum Points)
1. Cover Letter a. A cover letter providing general background and current experience of the firm and describing the individual or firm's general capabilities to perform the scope of services to airport and aviation sector organizations within the last 5 years. Specific attention should be given to how the firm meets the Board's overall experience requirement. b. A section that describes the individual or firm's ability to satisfactorily perform the minimum services and operational requirements of this RSFQE. The cover letter must be signed in ink by an authorized representative of the Respondent who is authorized to execute contractual agreements.	5
2. Resume(s) of all firm's staff anticipated to work on matters under the Professional Services Agreement. Identify the individual who will be responsible for the primary functions of the Professional Services Agreement and point of contact for the Board.	5
3. List of existing clients and identification of any potential conflicts of interest clients may have with the Board.	5
4. References (at least three (3) including contact name and phone number) from individuals or organizations that have used you or your firm's services for similar programs. References should be provided from those that have had specific experience identified in the Scope of Services.	15
5. Demonstrated Success. a. Provide examples of previous and current experience providing RAC consultant services in programs similar to the one described in this RFSQE. b. Provide a work plan or narrative based on previous work in alignment with the requested scope of services. Note: This section will be evaluated based on the responsiveness to the outlined requirements described in the RFSQE.	40

6. Proposed Costs: To assist in evaluating cost, please provide a detailed breakdown of each cost element. Note: In practice, prior to the onset of any work performed, the selected Consultant and the Board will outline each task involved and establish a schedule for awarding each task in a proposed work plan.	25
7. Standard Contract Language: The Board intends to utilize its standard Professional Services Agreement for this project which is attached hereto in draft form. Each individual or firm must affirm in its Response 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 reasons for the exceptions and propose in its Response alternative language for review and consideration by the Board.	5
Total Points	100

Interviews

Respondents may be required to participate in an interview with and/or make a presentation to a selection committee and/or other Board representatives with the date and time to be determined in or around the target date provided in the tentative schedule. At such interviews, the Board will establish evaluation criteria and weight for each criterion that will be added to the scores received for the written Responses as part of making a final selection decision.

Submission Requirements

Response Submission Deadline: One (1) unbound original and one (1) electronic copy of the Response to the information requested in the Evaluation Criteria section of this RFSQE must be received by the Board no later than the deadline noted on page 1 of this RFSQE. Responses must be delivered to the address indicated on page 1 of this RFSQE.

Late Responses: Responses will not be accepted by the Board after the date and time specified on page 1 of this RFSQE. In the event that a Response is delivered after the deadline, it will not be accepted or considered and will be returned unopened. The Board will not be liable for delays in delivery of Responses due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Responses may be delivered in person or by a delivery service. No verbal, fax, electronic (e.g. e-mail), telegraphic or telephonic Responses will be accepted.

Submission Requirements:

- Responses and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the firm and should be marked with the name of this RFSQE as indicated on page 1 of the RFSQE.
- The Board strongly encourages the use of recyclable materials in the Responses.
- The Board encourages “double-sided” printing of Responses; however, for the purposes of any page limitations of the Response outlined in the RFSQE, one side of a printed page is considered one page. The Board will not review or evaluate pages in a Response that are in excess of the page number limitation.
- All Responses shall be considered valid for a period of one hundred twenty consecutive calendar (120) days from the Response closing date and shall contain a statement to that effect. Timely Responses received shall be subject to applicable laws and regulations governing public disclosure. Any information received within the response will be considered part of the public record of this RFSQE process.

Organization of Responses: Responses must address each of the evaluation criteria in this RFSQE in a clear, comprehensive, and concise manner. Responses must include an index, be clearly separated with tabs (tabs are not considered as a page for the purpose of any page limitations), labeled by response to specific evaluation criteria, and addressed in the same order as included in this RFSQE. Responses should be prepared as simply as possible and provide a straight-forward, concise description of the Respondent’s capabilities to satisfy the requirements of this RFSQE. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. To this end, complete and concise Responses shall not exceed thirty (30) pages.

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

Questions About this RFSQE: Questions regarding this RFSQE should be addressed solely to the individual identified on page 1 of this RFSQE and to no other persons. Questions must be submitted in writing prior to the deadline indicated on page 1 of this RFSQE. It will be the sole responsibility Respondents to ensure questions are delivered before the deadline established in the schedule. Responses to questions, other clarifications and/or addendums will be posted on the Board’s website as addenda per the schedule on pages 1 and 5 of this RFSQE. The Board may determine that a Respondent is disqualified if they have had contact with any other representative of the airport staff or Board members.

Addenda: Verbal communications and emails from the Board, staff, agents, Board members, employees or outside advisor, or any other person associated with this RFSQE shall not be binding on the Board and shall in no way modify any provision of the RFSQE. Only formally issued addenda shall modify the terms of this RFSQE. Any addenda issued for this RFSQE will be published at the following website address: <https://business.spokaneairports.net/rfp/>. Respondents are responsible for checking the website for any addenda. If you are unable to download the addenda, you may contact the individual noted on page 1 of this RFSQE. Receipt of addenda must be acknowledged on the Response Information Form that must be included with the Response.

Selection Process

Selection Process: Responses will be reviewed by an evaluation committee, and the highest rated Respondents may be invited to an interview at the discretion of the Board. The Respondent judged to have the most preferred Response will be invited to enter into contract negotiations with the Board. If the Board and the selected Consultant cannot agree on terms the Board may terminate negotiations and enter into negotiations with another Consultant.

Rights Reserved: The Board reserves the following rights:

1. To waive as an informality any irregularities in Responses and/or to reject any or all Responses.
2. To extend the date for delivery of Responses.
3. To request additional information and data from any or all Respondents.
4. To supplement, amend, or otherwise modify the RFSQE through issuance of addenda.
5. To cancel this RFSQE with or without the substitution of another RFSQE.
6. To reissue the RFSQE.
7. To make such reviews and investigations, as it considers necessary and appropriate for evaluation of the Responses.
8. To not select the highest rated Respondent if the proposed cost estimates are excessive.
9. To reject any Response in the event the Board's analysis of the firm's financial status and capacity indicates, in the Board's judgment, that the Respondent is not able to successfully perform the work.
10. To cancel the RFSQE process in the event only one Response is received by the deadline at the Board's option.

Reference Checks: The Board reserves the right to conduct reference checks for Respondents, either before or after Responses have been evaluated, and/or after interviews have been held. In the event information obtained from the reference checks reveals concerns about a Respondent's past performance or their ability to successfully perform

the contract to be executed based on this RFSQE, the Board may, at its sole discretion, select a different firm.

Administrative Requirements

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

Public Disclosure:

1. **Property of Board:** Responses made to the Board shall become the property of the Board and shall not be returned.
2. **Responses are Public Records:** Pursuant to Chapter 42.56 RCW, Responses made under this RFSQE shall be considered public records and may be made available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, Responses shall be considered public documents and available for review and copying by the public after an award of contract is made by the Board.
3. **Indemnification by Respondents:** To the extent that the Board withholds from disclosure all or any portion of Response documents in response to a request for disclosure pursuant to Ch. 42.56 RCW, the Respondents that provided such Response that was not disclosed shall agree to fully indemnify, defend and hold harmless the Board from all damages, penalties, attorneys' fees and costs the Board incurs related to withholding information from public disclosure.
4. **No Claim Against Board:** By making a Response under this RFSQE, Respondents consent to the procedure outlined in this section and shall have no claim against the Board because of actions taken under this procedure.

Basic Eligibility: Respondents under this RFSQE must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number, as well as all necessary licenses, permits, and approvals necessary to perform all requiring services. In addition, Respondents under this RFSQE must not be debarred, suspended, or otherwise ineligible to contract with the Board, and must not be on the federal government's or state government's list of firms suspended or debarred from working on federally or state funded projects.

Non-Discrimination: All Respondents under this RFSQE will not be discriminated against on the grounds of race, color, age, sex, or national origin in consideration for an award issued pursuant to this RFSQE.

The Board is an equal opportunity employer and encourages the use of small businesses, DBE, MBE, or WBE participation. As such, the Board and all tiers of its consultants will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A).

Approval of Sub-Consultants: The Board retains the right of final approval of any sub-consultant of the selected Consultant, and the Consultant must inform all sub-consultants of this provision.

Other Contracts: During the original term and any subsequent renewal terms of the contract resulting from this RFSQE, the Board 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 RFSQE.

Funding Availability: By responding to this RFSQE, Respondent acknowledges that for any contract signed as a result of this RFSQE, the authority to proceed with the portions of work outlined in this RFSQE may be contingent upon the availability of funding in the Board's operating budget.

Prohibition Against Lobbying: Respondents shall not lobby, either on an individual or collective basis, the Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFSQE or its written Response. Respondents to this RFSQE, their acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, intentionally or unintentionally, will result in disqualification of the Respondent and rejection of the written Response.

Insurance: Prior to execution of a Professional Services Agreement under this RFSQE, the selected Consultant will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in the Board's standard Professional Services Agreement attached as part as this RFSQE. The cost of insurance must be factored into the cost response.

**Attachment A
Spokane Airport Board**

**Request for Statements of Qualifications & Experience (RFSQE) for
RENTAL CAR (RAC) CONSULTANT SERVICES**

RESPONSE INFORMATION / AFFIRMATION FORM

Name of 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 RESPONDENT:

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, ST)

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

1. I am authorized to make these affirmations;
2. All answers and statements made in the Response are true and correct;
3. In preparing this Response, 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 RFSQE;
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 or current consultant of the Board in order to procure the contract described in this RFSQE;
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. This Response is valid for a period of one-hundred twenty consecutive calendar (120) days from the closing date of this RFSQE.

Note: This Response Information Form must be completed as part of the written Response.

Attachment B
PROFESSIONAL SERVICES AGREEMENT

Contract #26-49-9999-013

PROFESSIONAL SERVICES AGREEMENT (NON-A&E, NON-AVIATION RELATED)
for
Rental Car (RAC) Consultant 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 "Board," and _____, a corporation organized and incorporated in the State of _____, hereinafter referred to as "Consultant."

Consultant shall provide professional services regarding Rental Car (RAC) Agency Concession and Lease Agreement negotiations for the Contract #26-49-9999-013 (the "Project"), at Spokane International Airport ("Airport"). Said services shall be in accordance with the Scope of Services - 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 until terminated as provided for herein.
2. **MODIFICATION:** The Board may modify this Agreement and order changes in the work whenever necessary or advisable. Consultant will accept modification when ordered in writing by the Board'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 Board without additional compensation.
3. **COMPENSATION:** The Board will pay Consultant per the Scope of Services - Exhibit A, attached hereto. The negotiated fee for said services shall be \$_____, paid in monthly installments following receipt of a summary of expenses incurred during the previous month.

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

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

Spokane International Airport
Attn: Airport Properties and Contract Manager #26-49-9999-013
9602 W. Compass Lane
Spokane WA, 99224

and/or to:

aanderson@spokaneairports.net

5. TERMINATION: The Board 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 Board shall pay Consultant for all services rendered and expenses incurred, as provided for in the Scope of Services, prior to date of termination. The Board 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 or involuntarily excluded from participation in this transaction by any Federal or State 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 Board. Any reuse shall be at the Board'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; SUBCONTRACTS: 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. Except as otherwise provided herein, the Consultant shall not enter into subcontracts for any of the Scope of Services or services under this Agreement without first obtaining written approval from the Board.

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 paragraphs 21 and 27 of this Agreement, the Board 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 Board.
- 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 Board by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

12. FEDERAL NONDISCRIMINATION:

A. In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities 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. If the Consultant transfers its obligation to another, the transferee is obligated in the same manner as the Consultant. The above provision obligates the Consultant for the period during which the property is owned, used or possessed by the Consultant and the Board remains obligated to the Federal Aviation Administration.

B. During the performance of this Agreement, the Consultant for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1. **Compliance with Regulations:** The Consultant (hereinafter included consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are attached as Exhibit B, and which are herein incorporated by reference and made a part of this Agreement.
- 2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The 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 including amendments thereto.

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: The 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 Board 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 Board to enter into any litigation to protect the interests of the Board. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.
13. **ANTI-KICKBACK**: No officer or employee of the Board, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, 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 Agreement.

14. EXPERT LEGAL TESTIMONY: In the event of any legal or other controversy requiring the services of Consultant in providing expert testimony in connection with any project, except suits or claims by third parties against the Board arising out of negligent errors or omissions of Consultant, the Board shall pay Consultant for services rendered in regard to such legal or other controversy, including costs of preparation for controversy. Such payment to Consultant shall be at rates mutually agreed upon.
15. STANDARD OF PERFORMANCE: Consultant, in carrying out its responsibilities, acts, and duties, shall observe and meet the standard of an experienced and qualified professional consultant familiar with the airport industry, performing similar services under similar conditions.
16. ACCESS, APPROVALS and PERMITS: The Board shall arrange for access to and make all provisions for Consultant to enter the Airport as required for Consultant to perform its services. Except as may be provided in individual agreements, the Board shall furnish appropriate approvals and permits from all governmental authorities having jurisdiction over the project and such approval and consents from others as may be necessary for completion of the project.
17. MAINTENANCE OF RECORDS: Consultant shall make available to the Board's auditor, or his fully authorized representative, all records created as a result of the Agreement including pertinent information which Consultant shall have kept in conjunction with this Agreement and which the Board 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.
18. 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 Board appropriate certificates of insurance evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than One Million Dollars (\$1,000,000) combined single limit with an annual aggregate coverage of Two Million Dollars (\$2,000,000), for bodily injury and property damage; such limits subject to periodic adjustments. The insurance policies shall not be subject to cancellation except after notice to the Board 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 Board at least thirty (30) days prior to such expiration. The Board, 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. Upon written request by the Board, Consultant shall permit the Board to inspect all originals of all applicable policies. Required additional insured language is as follows: *"The Board, 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."*

19. INDEMNIFICATION:

- A. The Consultant shall indemnify the Board, 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 Board, as such liability is finally determined after trial and any appeal thereof. The Board 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 Board 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 Board 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 Board, 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 against other persons or entities, including licensees, concessionaires or aircraft operators.

- C. Consultant further agrees to hold the Board 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 Board, the City and County of Spokane, their elected officials, agents and employees.
20. AUTHORIZATION TO PROCEED: Consultant will not begin work on any of the services listed until the Board provides written direction to proceed.
21. FORCE MAJEUR: Neither the Board 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.
22. 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.
23. 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.
24. 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 Board and Consultant. No act or omission of any officer, employee or agent of the Board shall alter, change or modify any of the provisions hereof.
25. RELATIONSHIP OF THE BOARD 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 Board shall be deemed to create any relationship other than that of Consultant serving as an independent contractor of the Board.
26. 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 Board's option, defend the Board at Consultant's expense by counsel satisfactory to the Board.
27. 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.

Attachments:

Exhibit A: Scope of Services

Exhibit B: Title VI List of Pertinent Nondiscrimination Acts and Authorities

Remainder of page left blank intentionally; signatures on following page.

DRAFT

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: _____
David S. Haring
Chief Executive Officer

By: _____
Brian M. Werst
General Counsel

CONSULTANT

Printed Name: _____
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 (Title) _____ of (Firm Name) _____ 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 _____

EXHIBIT "A"

SCOPE OF SERVICES

DRAFT

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 non-discrimination 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).