



Spokane International Airport

Request for Proposals (RFP)

for

LANDSCAPE MAINTENANCE SERVICES, Proposal 21-40-9999-003

PRE-PROPOSAL MEETING	
<p>All Vendors are strongly encouraged to attend the Pre-Proposal Conference.</p> <p><u>Pre-Proposal Meeting Location and Time:</u></p> <p>Via WebEx – Meeting #146 912 3050; Password qjB2QDPJA43, click on or copy and paste this link: https://spokaneairports.webex.com/spokaneairports/j.php?MTID=m1b5589f72cd79721f2eb8cfb9227e534</p> <p>Thursday, January 28, 2021 at 10:00 AM</p>	
CONTACT PERSON FOR QUESTIONS	
<p><u>Questions should be directed only to:</u></p> <p>Margaret Merin, CPPB Contract & Procurement Specialist mmerin@spokaneairports.net</p>	
DEADLINE FOR SUBMISSION OF QUESTIONS	
<p><u>Questions must be submitted to the individual named above no later than:</u></p> <p>Tuesday, February 2, 2021 at 5:00 PM</p>	
PROPOSAL SUBMISSION PLACE AND DEADLINE	
<p><u>Submit Proposals to:</u></p> <p>Spokane International Airport Attn: Margaret Merin 9000 W Airport Dr., Suite #204 Spokane, WA 99224</p>	<p>Tuesday, February 9, 2021 at 2:00 PM</p>

Posted on the Spokane International Airport website, at
<https://business.spokaneairports.net/rfp/>

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Spokane International Airport (Airport) is soliciting Proposals from qualified professional companies to provide Landscape Maintenance Services for Spokane International Airport (SIA) and Airport Business Park (ABP).

Background Information

The Airport contracts landscape maintenance services in various areas of SIA and ABP. The contract covers landscape maintenance services including mowing, weed and pest control, pruning and planting of annual flowers in selected flower beds.

Summary

The Airport invites experienced and qualified landscaping maintenance companies with at least five years of experience including but not limited to lawn care and edging, leaf control and removal, weed control including annual pre and post emergent applications, shrub and bush trimming, shaping, tree pruning, irrigation service and repair, seasonal plantings and plant replacement at the SIA and ABP, as listed in Attachment D. Each location has a distinctive and unique aspect of landscape maintenance. Attachment D and its Appendix's has a description, frequency and level of landscape maintenance expected by the Airport for each location covered by this Request for Proposal.

Funding Source(s)

Grant and/or Federal funds will not be used for the work under this RFP.

Term of Contract

Firm fixed price contract for a term of nine (9) months beginning in March 1, 2021 and ending November 30, 2021, with four (4) nine-month term extension options, at the sole discretion of the Airport.

Schedule

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

Date	Description
January 24, 2021	Issue Date of RFP
See page 1 of RFP	Pre-Proposal Meeting
See page 1 of RFP	Deadline for Submission of Questions
February 3, 2021	Deadline for Airport's Response to Questions Asked
See page 1 of RFP	Proposal Submission Deadline (Due Date)
February 16, 2021	Successful Proposer Execution of Contract
February 18, 2021	Recommendation to Airport Board for Award
February 18, 2021	Airport Execution of Contract
March 1, 2021	Commencement of Services Under the Contract

Submission Requirements

Pre-Proposal Meeting: Those interested in responding to the Request for Proposals (RFP) are strongly encouraged to participate in a Pre-Proposal Meeting to be held on the date, time, and at the place indicated on page 1 of this RFP. Failure to attend the Pre-Proposal Meeting will not relieve the Proposer or any responsibility for information provided at that time.

Proposal Submission Deadline: One (1) unbound hard copy and one (1) thumb drive in pdf format of the Proposal responding to the information requested in the Evaluation Criteria section of this RFP must be received by the Airport no later than the deadline noted on page 1 of this RFP. Proposals must be delivered to the address indicated on page 1 of this RFP.

Submission Requirements:

- 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 unbound Proposals should be in an 8 1/2" by 11" format, using a minimum 12-point type size. The Airport strongly encourages the use of recyclable materials in the submission of Proposals.
- No more than 16 pages total. 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. The Airport will not review or evaluate pages in a Proposal that are in excess of any RFP page number limitation for a specific section of the Proposal.
- **Late Proposals:** Proposals will not be accepted by the Airport after the date and time specified on page 1 of 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 oral, Fax, electronic (e.g. e-mail), 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 on page 1 of this RFP.

Organization of Proposals: Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposals must be clearly separated, labeled by response to specific evaluation criteria and addressed in the same order as included in the RFP. Proposers are further advised that lengthy or wordy submissions are not necessary.

Clear and Responsive Proposals: The Airport has made every effort to include enough information within this RFP for a Company to prepare a responsive Proposal. 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 that a Proposal is non-responsive if the Proposer has had contact with any other representative of the Airport.

Addenda: Oral communications and emails from the Airport, its staff, agents, Airport members, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Airport and shall in no way modify any provision of the RFP. Only formally issued addenda shall modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address: <http://www.spokaneairports.net/rfp.htm>. 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.

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 Company meets the evaluation criteria.

<u>Evaluation Criteria</u>	<u>Weighting (Maximum Points)</u>
<u>MINIMUM REQUIREMENTS</u>	
1) <u>Eligibility: Minimum requirement:</u> Vendor must have a valid and current contractor's license. Vendor shall provide their contractor's license number.	Pass/Fail
2) <u>Standard Contract Language:</u> The Airport intends to utilize its standard Consultant Contract or Service Contract for this project. Each Company must affirm in its Proposal that the terms and conditions of this Contract are acceptable.	Pass/Fail
<u>SELECTION CRITERIA</u>	
3) <u>Proposal Information Form:</u> The Proposal Information Form, included in Attachment A, B and C to this RFP, must be completed, submitted, and signed as part of your Proposal.	5
4) <u>Qualifications and Relevant Experience:</u> Evaluation of responses to Attachment B - Questionnaire.	20
5) <u>Technical Capability, Approach and Capacity:</u> Evaluation of responses to Attachment B - Questionnaire.	25
6) <u>Communication, Customer Services, and Training:</u> Evaluation of responses to Attachment B - Questionnaire.	10
7) <u>Risk, Performance and Quality Assurance:</u> Evaluation of responses to Attachment B - Questionnaire.	10
8) <u>Proposed Cost:</u> The proposed cost as per Attachment C. The Airport reserves the right to negotiate the cost with the selected Company.	30
Total Points	100

Selection Process

Selection Process: The Proposals will be reviewed by an evaluation committee and the highest ranked Company's may be invited to an interview. The selected Company will be invited to enter into negotiations with the Airport. If the Airport and the selected Company cannot agree on terms that are fair and reasonable, the Airport may terminate negotiations and enter into negotiations with the next highest ranked Company.

Rights Reserved: The Airport reserves the following rights:

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

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

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

Interviews

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

Protest and Appeal Procedures

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

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

Form and Manner of Filing:

1. In Writing: All protests and appeals must be in writing, signed, and specify the reasons and facts upon which the protest or appeal is based. Failure to raise any reason or fact upon which the protest or appeal is based shall constitute a waiver and/or forfeiture of such reason or fact for protest or appeal.
2. File protest of award with the Airport's Contract & Procurement Specialist: All protests and appeals must be filed with the Spokane International Airport, Attention: Margaret Merin, 9000 W. Airport Drive, Suite 209, Spokane, WA 99224.

Airport's Review of Protests and Appeals

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

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

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. Except to the extent protected by state and/or federal laws, Proposals shall be considered public documents and available for review and copying by the public after an award of contract is made by the Airport Board.
3. **Public Records Exemption:** Any proprietary information included in the Proposal that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as "Confidential" in the Proposal. In addition, the Proposer must provide the legal basis for the exemption to the Airport.

4. Proposals Not Marked as Confidential: If a Proposal does not clearly identify the confidential portions, the Airport will not notify the Proposer that its Proposal will be made available for inspection and copying.
5. Process for Disclosing Information: If a request is made for disclosure of material or any portion marked "Confidential" by the Proposer, the Airport will determine whether the material should be made available under the law. If the Airport determines that the material is not exempt and may be disclosed, the Airport will notify the Proposer of the request and allow the Proposer ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, the Airport may release the portions of the Proposal deemed subject to disclosure.
6. Indemnification by Proposer: To the extent that the Airport withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the Airport from all damages, penalties, attorneys' fees and costs the Airport incurs related to withholding information from public disclosure.
7. No Claim Against 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: 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 Company's 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 Company shall be discriminated against on the grounds of race, color, age, sex, or national origin in consideration for an award issued pursuant to this RFP.

Approval of Sub-Consultants: The Airport retains the right of final approval of any sub-consultant of the selected 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.

About Spokane International Airport

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

The Board is responsible for the oversight of Spokane International Airport, Felts Field Airport, and the Airport Business Park. The Board also has a Grant of Authority to operate Foreign-Trade Zone #224.

END OF REQUEST FOR PROPOSAL

ATTACHMENT A – Proposal Information Form

Spokane International Airport

Request for Proposals (RFP)

for

LANDSCAPE MAINTENANCE SERVICES, Proposal #21-40-9999-003

PROPOSAL INFORMATION FORM

The undersigned offers and agrees, if this offer is accepted within **90 calendar days** from the due date, to furnish all items upon which prices are bid, at the prices set forth in this quotation, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this Request for Proposal.

Name of Vendor:	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 and accept the terms and conditions of SIA Contract":	
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

ATTACHMENT B - Qualifications and Relevant Experience

Questionnaire

Vendors shall complete this "Questionnaire" providing the information in the same order requested below. Vendors may emphasize in their narrative any areas of their proposal that they believe exceed our requirements

1. Qualifications and Relevant Experience

1.1. Briefly describe your company history, how long has the company been in the Landscaping Maintenance business and what company key personnel will be assigned to this account and their experience history in Landscape maintenance.

1.2. Contractor shall provide evidence of:

1.2.1. three (3) years' experience working with Baseline irrigation control system.

1.2.2. Contractor must have current experience mowing a minimum of seven (7) acres of landscaped areas.

1.2.3. On-site supervisor(s) must have five (5) years' current experience managing similar size contracts.

1.2.4. Any spraying must be done by licensed employees in good standing with the state. Copies of licenses must be provided to Airport.

2. Technical Capability, Approach, and Capacity

2.1. Provide a brief narrative demonstrating your understanding of the expectations of this contract and how your company will strive to achieve those expectations.

2.2. Briefly describe your company's staffing structure as it will apply to this contract. Provide the number of your employees that will be directly assigned to this contract including the roles and responsibilities.

2.3. If your company is selected for this contract, what percentage of your business would the SIA contract represent for your company?

2.4. Describe the proposed organization and management of the work requirements and your capability of implementing and completing the Scope of Services as described in Attachment D.

2.5. How much of the work outlined in this contract will be performed by employees of your company or will any of this work be subcontracted to a third party?

2.6. Include a description of your company's procedures of quality assurance and inspection.

2.7. What improvements will we notice as a result of your company efforts under this contract.

3. Communication, Customer Services, and Training

3.1. Describe how your company/project manager will keep the SIA timely informed of any issues related to delivering the services described in this RFP.

- 3.2. Describe your company's customer service approach including how your company responds to service complaints?
- 3.3. Describe your on-going training of your staff to assure working knowledge as applicable to this contract.
- 3.4. Describe your company's safety and training program for employees.
- 4. Risk, Performance, and Quality Assurance
 - 4.1. Submit no more than three (3) completed relevant project experiences (within the past five years) that demonstrate successful contract performance of commercial landscape maintenance service experience for accounts with multiple properties. Job experience and references will be verified prior to final selection of successful "responsive" bidder. Include the following for each reference (include government experience):
 - 4.1.1. Company name and full address
 - 4.1.2. Point of contact name, title, e-mail address, and phone number
 - 4.1.3. Contract title, number, start and completion dates
 - 4.1.4. Contract description & order / service details

END OF ATTACHMENT B

ATTACHMENT C – Proposed Cost

This section is to be completed by the Proposer. **Unit price shall include providing all services as detailed in the specifications, schedule and task forms for each location.** Do not include State of Washington or local sales tax in the prices below. Actual invoices shall include proper WA state sales tax. In case of discrepancy between the unit price and extended “total” price, unit price shall govern. The Airport makes no guarantee as to the actual amount of service required.

PROPOSAL **Vendor Name:** _____

Maintenance Schedule – Provide pricing per month, per location based on task and schedule indicated in Attachment D.

The contractor, with the submission of a responsible landscaping service proposal, is acknowledging complete understanding of the entire RFP which includes the scope of work, site specifications, attachments, and expectations for landscaping services at Community Transit properties covered by this RFP.

Schedule A - Monthly Landscape Services:											
Item #	Location	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Annual Amount
A.1	Exhibit A										=
A.2	Exhibit B										=
A.3	Exhibit C										=
Annual Total to provide landscape maintenance as listed in Attachment A for all locations:											

Schedule B - Labor Rates for Supplemental Work			
Item #	Description	Unit Price	Unit Measure
B.1	Rate for Supplemental Work for Labor Classification:		Hour
B.2	Rate for Supplemental Work for Labor Classification:		Hour

Schedule C - As Needed Materials & Products			
Item	Description	Price Range of Materials	Mark Up %
C.1	Material (Cost plus %)	\$0.01 - \$100.00	%
C.2	Material (Cost plus %)	\$100.01 - \$500.00	%
C.3	Material (Cost plus %)	\$500.01 and up	%

END OF ATTACHMENT C

ATTACHMENT D – Scope of Work

ARTICLE 1:

The Contractor agrees to provide all labor, equipment and materials necessary to accomplish the maintenance tasks as described in Attachment A, Scope of Work. The tasks include the following, which are further outlined in Appendix 1 (SIA) and Appendix 2 (ABP): Fertilization

- Pest Control
- Pruning
- Mowing
- Edging
- Irrigation Monitoring
- Site Cleanup
- Sprinkler Maintenance
- Trees
- Shrubs
- Groundcover
- Turf Grass
- Bagging and Grass Removal
- Flower Beds
- Weed Control

The areas of responsibility are shown on Exhibit A. The areas include but are not limited to the areas listed below:

- Main Entrance Feature
- Inbound Road
- Outbound Road
- Flint Road
- Areas adjacent to Terminals
- Landscaping adjacent to New and Old Parking Garage
- Clock/Flag Island
- Cell Phone Lot
- Landscaping Areas
- Parking Lots
- Concourse C - Northeast area: each side of swale
- Concourse C- Parking lot furthest north from terminal: north and south edges
- McFarlane Road at Airport Inbound: both sides
- Rental Car Areas
- Power House
- Airport Business Park
- Post Office Terminal

ARTICLE 2:

The General Conditions are outlined below.

2.1 Airport's Representative:

The Airport shall designate a representative for SIA and a representative for ABP as the Airports representatives who will coordinate, direct and inspect all maintenance services performed by the Contractor. The Contractor shall meet with the Airport's representative(s) monthly or as needed for an on-site inspection. The purpose of the on-site inspection shall be to discuss scheduled tasks, inspect the quality of the work and level of professional service by the Contractor, and discuss upcoming special events or any concerns.

2.2 Contractor's Responsibilities: The Contractor shall be responsible for the following items:

- 2.1 Perform all maintenance as outlined in this Attachment A, Scope of Work and as further detailed in Appendix 1 and 2. Contractor must ensure coordination with Airport representative(s).
- 2.2 Meet with the Airport's representative once per month or as needed during the Contract term for a complete walk-through inspection of the grounds.
- 2.3 The Contractor shall be responsible for the supervision of its personnel who shall at all times act in a professional manner while working at SIA or ABP. Vehicles shall have signage identifying the company name.
- 2.4 No entrance into Airport restricted areas will be required or allowed; therefore, security badges will not be required.
- 2.5 The Contractor shall be responsible for training all its personnel in the technical aspects of the required landscape maintenance services and in accepted general horticultural practices.
- 2.2. The Contractor shall be responsible for the safe and proper application of all pesticides and other chemical products.
- 2.6 The Contractor shall maintain all appropriate licenses and permits.
- 2.7 The Contractor's site supervisor shall be available via cell phone during working hours. Site supervisor's cell phone number shall be provided to Airport representatives. It is the Contractor's responsibility to update the cell phone number as needed.
- 2.8 All landscape debris must be disposed of in a legal manner. Contractor will be responsible for any debris not properly or legally disposed of.
- 2.9 All equipment utilized by Contractor in the performance of this Contract shall be of commercial grade with sufficient size and quantity to accomplish Attachment A, Scope of Work, in the required timelines.
- 2.10 Contractor will have two (2) work days to correct problems or areas of deficiencies upon written notification by the Airport. After two (2) work days, should Contractor fail to correct the problem/deficiency, the Airport reserves the right to contract with a third party to perform the required work. The cost of such work shall be deducted from Contractor's next monthly payment.

2.4 Policing Grounds and General Cleanup:

- 2.1 Roadways, gutters, walkways, lawns and planting areas adjacent to landscape areas shall be policed for litter, tree limbs or other debris to keep the grounds neat and attractive. Storm drains and swales shall be kept clean and open for proper drainage. Broken limbs and other plant damage from minor windstorms, lightning, flooding or frost conditions shall be cleaned up immediately after damage occurs. The Contractor shall be responsible for cleaning any stains from pavement, walls or buildings caused

by irrigation overspray or pest control spraying. Airport expects grounds to be policed during scheduled mowing.

- 2.2 The Contractor shall not be responsible for cleaning up or removing debris resulting from major damage caused by Acts of God. These include but are not limited to ice storm damage or hail which causes main branches of trees to break or wind damage caused by excessive winds.

2.5 Contractor's Records:

- 2.3 The Contractor shall keep accurate records on all phases of the work as it relates to time and materials used. Also, an accurate calendar shall be kept indicating work projected to be done on a monthly basis and work actually accomplished. These records shall be available for inspection by the Airport's representatives at any time.

- 2.4 The following data is to be furnished to the Airport's representative after any chemical application (separate from invoice). MSDS documents for standard products used in the performance of this Contract shall be submitted prior to work commencing. At any time during the performance of this Contract, should Contractor use additional products, MSDS documents shall be submitted.

1. Product Name
2. Date applied
3. Rate per acre or per 1,000 square feet
4. Total amount applied and analysis for fertilizer

ATTACHMENT D CONTINUES NEXT PAGE

ATTACHEMENT D - Appendix 1 (SIA)

SECTION 1 - LAWN CARE:

- 1.1. General: Landscape maintenance shall consist of weeding, fertilizing, disease prevention, insect and pest control, mowing, edging and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of the lawn areas.
- 1.2. Renovation: Renovate lawns by de-thatching and aerating annually.
- 1.3. Weeding: All lawn areas will be kept free from weeds and undesirable grasses using methods and materials in accordance with Best Management Practices. Treat only after lawn has been actively growing.
- 1.4. Fertilizing: All established lawn areas shall be fertilized, in accordance with the following schedule (four times per Contract term). Said fertilization shall, at a minimum, be based on the formulas below; however, such fertilization shall be adjusted as needed to ensure lawn areas maintain a healthy and green appearance:

First Application

30-6-12-6 with 50% Slow Release Nitrogen.

Application Rate: Apply 1-2 pounds of Nitrogen per 1,000 square feet. Application Timing: March 20th to April 15th.

Second Application

24-4-16-9 with 50% Slow Release Nitrogen

Application Rate: Apply 1-2 pounds of Nitrogen per 1,000 square feet. Application Timing: May 20th to June 5th.

Third Application

15-3-18-9 with 50% Slow Release Nitrogen

Application Rate: Apply 1-1.5 pounds of Nitrogen per 1,000 square feet.
Application Timing: July 8th to July 20th.

Fourth Application

16-16-16-6 with 60% Slow Release Nitrogen + Micros

Application Rate: Apply 1.5-2 pounds of Nitrogen per 1,000 square feet.
Application Timing: September 10th to October 20th

Liquid fertilizer may be substituted for dry (add iron on an as-needed basis). Broad leaf weed control may be added to the treatment.

- 1.1. Mowing:
 - 1.1.1. All lawn areas shall be mowed at regular intervals (once per week on a pre-determined day or as needed to maintain overall turf quality). The mowing schedule shall be adjusted to fit requirements necessitated by changes in weather conditions. Tuesday is the requested mow day for all SIA turf areas and Wednesday for irrigation

checks. Cutting heights shall be 2 to 3 inches unless Airport requests adjustment to height.

- 1.1.2. Bagging of grass clippings is required every other week except at the Terminal where it is required weekly.

1.2. Irrigation:

- 1.2.1. Winterization and spring turn-on for the irrigation systems at SIA.
- 1.2.2. Contractor shall cycle each sprinkler zone the day after each mowing, repair/replace and adjust sprinkler heads for continued proper coverage.
- 1.2.3. Contractor shall be responsible for monitoring all irrigation systems and ensuring they are functioning properly to include: sprinkler heads, valves, piping, controllers, electrical, power and all other ancillary equipment.
- 1.2.4. Repair and/or replacement of existing irrigation controllers, valves, piping and electrical systems if damaged by Contractor.

SECTION 2 - FLOWER BEDS AND PLANTER BOXES:

2.1. Contractor shall be responsible for supplying and planting annuals in designated flower beds and planter boxes. Planting design and flower selections shall be submitted and approved by Airport prior to planting.

2.2. Contractor shall be responsible for ensuring proper watering, fertilization, and weeding of the flower beds and planter boxes.

SECTION 3 - WEEDING, TRIMMING AND EDGING:

3.0. Weeding:

- 3.0.1 All planting areas shall be kept free from weeds by using methods and materials in accordance with Best Management Practices.
- 3.0.2 All planting beds shall be treated with labeled permanent herbicides, including pre-emergent products either used singularly or in combination in accordance with manufacturer's label. Apply March 15th to April 15th, weather dependent (do not treat in frozen soils). Apply follow-up treatments as needed.
- 3.0.3 All weeds exceeding 6 inches in height or visible after spraying shall be pulled from beds by hand.

3.1. Trimming and Edging:

- 3.1.1 All bed areas, planting areas, and walks shall be neatly and properly edged using steel edging. String edging is not allowed.
- 3.1.2 Trimming around tree trunks with weed eaters is prohibited.

3.2. Grounds and Sterilization: The following areas are to be weed controlled by hand or equipment, cleaned and then treated with a sterilizing product:

- 3.3.1 Parking Lots.

3.3.2 Rental Car Areas.

3.3.3 12" radius around all landscape trees within all lawn areas that currently do not have a mown edge.

3.3.4 15' East edge of Flint Road from Aviation Road to Airport Outbound Road.

3.3.5 North and South side of Aviation Road from Flint Road to Rental Car Lot.

3.3.6 From Airport Inbound Road to Tower Road both sides of McFarlane Road.

SECTION 4 - PEST, INSECT AND DISEASE CONTROL:

4.1. General Pest Control: Upon noting any pest, insect or disease problem, the Contractor shall take immediate steps to control and prevent the spread of pests, insects or diseases. Pests include but are not limited to voles, moles and ground squirrels.

4.2. Insect Control:

4.2.1 All applications of pesticides will be based on manufacturer's recommendations.

4.2.2 All pesticides shall be used by or under the supervision of a Washington State licensed pesticide applicator and in accordance with requirements as set forth by the Washington State Department of Agriculture. Late winter/dormant spray for all trees and shrubs shall be applied in early spring before budding or new growth begins.

SECTION 5 - GROUNDCOVERS, SHRUBS, AND TREE MAINTENANCE:

5.0. Pruning and Repair:

5.0.1 All plants shall be neatly pruned and/or clipped to maintain the natural character of the plants and in a manner appropriate to the particular requirements of each plant, broken or badly bruised branches shall be removed with a clean cut and all pruning shall be done with sharp tools. All trees next to roadways or in center islands shall be pruned so that branches do not extend over the curb or into the roadway.

5.0.2 Pruning is required only on mature trees and shrubs over three (3) years old. Newly planted trees and shrubs less than three (3) years old will not require pruning. All mature trees and shrubs are to be surveyed at least twice yearly and pruned as needed. Pruning shall take place in the early spring or late fall of the year while plants are dormant.

5.0.3 Care must be taken not to damage trees or shrubs when pruning. Contractor will be responsible for any pruning damage caused by improper pruning processes.

5.1. Fertilizing:

5.1.1 Any beds containing ground cover and shrubs shall be fertilized two (2) times per Contract term based on manufacturer's recommendations for each plant species.

5.1.2 Trees shall be fertilized according to standard horticultural practices two (2) times per year. Rates of applications shall be determined according to the size of each tree.

SECTION 6 - GUARANTY AND WARRANTY:

6.0. Quality:

6.0.1 All workmanship shall be in accordance with accepted horticultural practices.

6.0.2 All materials used in accordance with this Contract shall be in accordance with accepted horticultural standards.

6.1. Guaranty: The Contractor shall replace any plants which are dead or are in an unhealthy or unsightly condition due to negligence, misuse of equipment or materials, or failure to monitor and maintain irrigation by Contractor or by the Contractor's employees. The cost of such replacement(s) shall be borne by the Contractor.

6.2. Replacements - See SECTION 8 – EXTRA WORK

SECTION 7 - LITTER/DEBRIS PICK UP:

7.0. General:

7.0.1 During maintenance procedures such as mowing and pruning, a variety of litter/debris will build up in shrubs, groundcover and lawn areas. This litter/debris is to be removed by the Contractor during regular maintenance.

7.0.2 Normal litter and miscellaneous debris removal caused by minor storms is part of this Contract.

SECTION 8 - EXTRA WORK:

8.0. General: Contractor shall furnish Airport with an estimate for any extra work which Airport may request. Estimates for any proposed work shall be submitted to the proper authorizing party for approval before any additional or extra work is started.

8.1. Extra Work shall include but not be limited to the following:

8.1.1 Special service calls requested by Airport's representative on days other than the scheduled service day.

8.1.2 Fertilizer applications in excess of Contract Specifications.

8.1.3 Any dead or dying plants not caused by the negligence of the Contractor, shall be brought to the attention of the Airport representative(s). Airport representatives shall determine if plant(s) is to be removed and/or replaced.

8.1.4 Contractor will not furnish or plant additional trees, shrubs, groundcovers or vines under this Contract. This will be performed under separate Contract with proper authorization unless otherwise stated.

8.1.5 Necrotic ring treatment and other disease services will be handled on an individual and "Added Cost" basis, and the Airport reserves the right to individually bid for this added service or to treat the condition in-house with Airport Employees.

8.1.6 Trees located in or around parking lots may require insect control (such as aphid drip or spider control). Treatment on all trees in the areas where vehicles are present will require extra care and coordination.

8.1.7 Repair and/or replacement of existing irrigation controllers, valves, piping and electrical systems, not damaged by Contractor.

SECTION 9 - SPECIAL CONDITIONS:

- 9.1. Actual square footage to be verified by the Contractor.
- 9.2. The Contractor shall provide the Airport with a complete schedule of maintenance activities for Attachment A, Scope of Work. The schedule must be submitted prior to work commencing.
- 9.3. Mowing at SIA must be done within one (1) day.

END OF APPENDIX 1 (SIA)

ATTACHMENT D - Appendix 2 (ABP)

SECTION 1 - LAWN CARE:

- 1.1. General: Landscape maintenance shall consist of weeding, fertilizing, disease prevention, insect and pest control, mowing, edging and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of the lawn areas.
- 1.2. Renovation: Renovate lawns by de-thatching and aerating annually.
- 1.3. Weeding: All lawn areas will be kept free from weeds and undesirable grasses using methods and materials in accordance with Best Management Practices. Treat only after lawn has been actively growing.
- 1.4. Fertilizing: All established lawn areas shall be fertilized, in accordance with the following schedule (four times per Contract term). Said fertilization shall, at a minimum, be based on the formulas below; however, such fertilization shall be adjusted as needed to ensure lawn areas maintain a healthy and green appearance:

First Application

30-6-12-6 with 50% Slow Release Nitrogen.

Application Rate: Apply 1-2 pounds of Nitrogen per 1,000 square feet. Application Timing: March 20th to April 15th.

Second Application

24-4-16-9 with 50% Slow Release Nitrogen

Application Rate: Apply 1-2 pounds of Nitrogen per 1,000 square feet. Application Timing: May 20th to June 5th.

Third Application

15-3-18-9 with 50% Slow Release Nitrogen

Application Rate: Apply 1-1.5 pounds of Nitrogen per 1,000 square feet.
Application Timing: July 8th to July 20th.

Fourth Application

16-16-16-6 with 60% Slow Release Nitrogen + Micros

Application Rate: Apply 1.5-2 pounds of Nitrogen per 1,000 square feet.
Application Timing: September 10th to October 20th

Liquid fertilizer may be substituted for dry (add iron on an as-needed basis). Broad leaf weed control may be added to the treatment.

- 1.1. Mowing:
 - 1.1.1. All lawn areas shall be mowed at regular intervals (once per week on a pre-determined day or as needed to maintain overall turf quality). The mowing schedule shall be adjusted to fit requirements necessitated by changes in weather conditions. Wednesday is the requested mow day for all ABP turf areas and Thursday for

irrigation checks. Cutting heights shall be 2 to 3 inches unless Airport requests adjustment to height.

- 1.1.2. Bagging of grass clippings is required every other week except at the Building 1200, Building 1100 and Building 1378, where it is required weekly.

1.2. Irrigation:

- 1.2.1. Winterization and spring turn-on for the irrigation systems at ABP.
- 1.2.2. Contractor shall cycle each sprinkler zone the day after each mowing, repair/replace and adjust sprinkler heads for continued proper coverage.
- 1.2.3. Contractor shall be responsible for monitoring all irrigation systems and ensuring they are functioning properly to include: sprinkler heads, valves, piping, controllers, electrical, power and all other ancillary equipment.
- 1.2.4. Repair and/or replacement of existing irrigation controllers, valves, piping and electrical systems if damaged by Contractor.

SECTION 2 - FLOWER BEDS AND PLANTER BOXES:

2.1. Contractor shall be responsible for supplying and planting annuals in designated flower beds and planter boxes. Planting design and flower selections shall be submitted and approved by Airport prior to planting.

2.2. Contractor shall be responsible for ensuring proper watering, fertilization, and weeding of the flower beds and planter boxes.

SECTION 3 - WEEDING, TRIMMING AND EDGING:

3.0. Weeding:

- 3.0.1 All planting areas shall be kept free from weeds by using methods and materials in accordance with Best Management Practices.
- 3.0.2 All planting beds shall be treated with labeled permanent herbicides, including pre-emergent products either used singularly or in combination in accordance with manufacturer's label. Apply March 15th to April 15th, weather dependent (do not treat in frozen soils). Apply follow-up treatments as needed.
- 3.0.3 All weeds exceeding 6 inches in height or visible after spraying shall be pulled from beds by hand.

3.1. Trimming and Edging:

- 3.1.1 All bed areas, planting areas, and walks shall be neatly and properly edged using steel edging. String edging is not allowed.
- 3.1.2 Trimming around tree trunks with weed eaters is prohibited.

3.2. Grounds and Sterilization: The following areas are to be weed controlled by hand or equipment, cleaned and then treated with a sterilizing product:

- 3.3.1 USPS Terminal rock perimeter bedding (Park Road, Spotted Road, Flightline).

3.3.2 East side of Spotted Road from Park Road to Flightline.

3.3.3 East side of Spotted Road at Building 1200, the drainage swale from access driveway to Flightline.

SECTION 4 - PEST, INSECT AND DISEASE CONTROL:

4.1. General Pest Control: Upon noting any pest, insect or disease problem, the Contractor shall take immediate steps to control and prevent the spread of pests, insects or diseases. Pests include but are not limited to voles, moles and ground squirrels.

4.2. Insect Control:

4.2.1 All applications of pesticides will be based on manufacturer's recommendations.

4.2.2 All pesticides shall be used by or under the supervision of a Washington State licensed pesticide applicator and in accordance with requirements as set forth by the Washington State Department of Agriculture. Late winter/dormant spray for all trees and shrubs shall be applied in early spring before budding or new growth begins.

SECTION 5 - GROUNDCOVERS, SHRUBS, AND TREE MAINTENANCE:

5.0. Pruning and Repair:

5.0.1 All plants shall be neatly pruned and/or clipped to maintain the natural character of the plants and in a manner appropriate to the particular requirements of each plant, broken or badly bruised branches shall be removed with a clean cut and all pruning shall be done with sharp tools. All trees next to roadways or in center islands shall be pruned so that branches do not extend over the curb or into the roadway.

5.0.2 Pruning is required only on mature trees and shrubs over three (3) years old. Newly planted trees and shrubs less than three (3) years old will not require pruning. All mature trees and shrubs are to be surveyed at least twice yearly and pruned as needed. Pruning shall take place in the early spring or late fall of the year while plants are dormant.

5.0.3 Care must be taken not to damage trees or shrubs when pruning. Contractor will be responsible for any pruning damage caused by improper pruning processes.

5.1. Fertilizing:

5.1.1 Any beds containing ground cover and shrubs shall be fertilized two (2) times per Contract term based on manufacturer's recommendations for each plant species.

5.1.2 Trees shall be fertilized according to standard horticultural practices two (2) times per year. Rates of applications shall be determined according to the size of each tree.

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6.0. Quality:

6.0.1 All workmanship shall be in accordance with accepted horticultural practices.

6.0.2 All materials used in accordance with this Contract shall be in accordance with accepted horticultural standards.

6.1. Guaranty: The Contractor shall replace any plants which are dead or are in an unhealthy or unsightly condition due to negligence, misuse of equipment or materials, or failure to monitor and maintain irrigation by Contractor or by the Contractor's employees. The cost of such replacement(s) shall be borne by the Contractor.

6.2. Replacements - See SECTION 8 – EXTRA WORK

SECTION 7 - LITTER/DEBRIS PICK UP:

7.0. General:

7.0.1 During maintenance procedures such as mowing and pruning, a variety of litter/debris will build up in shrubs, groundcover and lawn areas. This litter/debris is to be removed by the Contractor during regular maintenance.

7.0.2 Normal litter and miscellaneous debris removal caused by minor storms is part of this Contract.

SECTION 8 - EXTRA WORK:

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8.1. Extra Work shall include but not be limited to the following:

8.1.1 Special service calls requested by Airport's representative on days other than the scheduled service day.

8.1.2 Fertilizer applications in excess of Contract Specifications.

8.1.3 Any dead or dying plants not caused by the negligence of the Contractor, shall be brought to the attention of the Airport representative(s). Airport representatives shall determine if plant(s) is to be removed and/or replaced.

8.1.4 Contractor will not furnish or plant additional trees, shrubs, groundcovers or vines under this Contract. This will be performed under separate Contract with proper authorization unless otherwise stated.

8.1.5 Necrotic ring treatment and other disease services will be handled on an individual and "Added Cost" basis, and the Airport reserves the right to individually bid for this added service or to treat the condition in-house with Airport Employees.

8.1.6 Trees located in or around parking lots may require insect control (such as aphid drip or spider control). Treatment on all trees in the areas where vehicles are present will require extra care and coordination.

8.1.7 Repair and/or replacement of existing irrigation controllers, valves, piping and electrical systems, not damaged by Contractor.

SECTION 9 - SPECIAL CONDITIONS:

- 9.1. Actual square footage to be verified by the Contractor.
- 9.2. The Contractor shall provide the Airport with a complete schedule of maintenance activities for Attachment A, Scope of Work. The schedule must be submitted prior to work commencing.
- 9.3. Mowing at ABP must be done within one (1) day.

END OF APPENDIX 1 (ABP)

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LEGEND

- LANDSCAPING (THIS SHEET) 850,000 SF +/-
- PARKING LOTS (THIS SHEET) 2,000,000 SF +/-
- ANNUAL FLOWERS




LANDSCAPE
EXHIBIT A

DATE: January 1, 2021

SHEET 1 OF 3

9000 West Airport Dr., Ste. 204
Spokane, WA 99224



- LEGEND**
- LANDSCAPING (THIS SHEET) 858,030 SF +/-
 -  ANNUAL FLOWERS

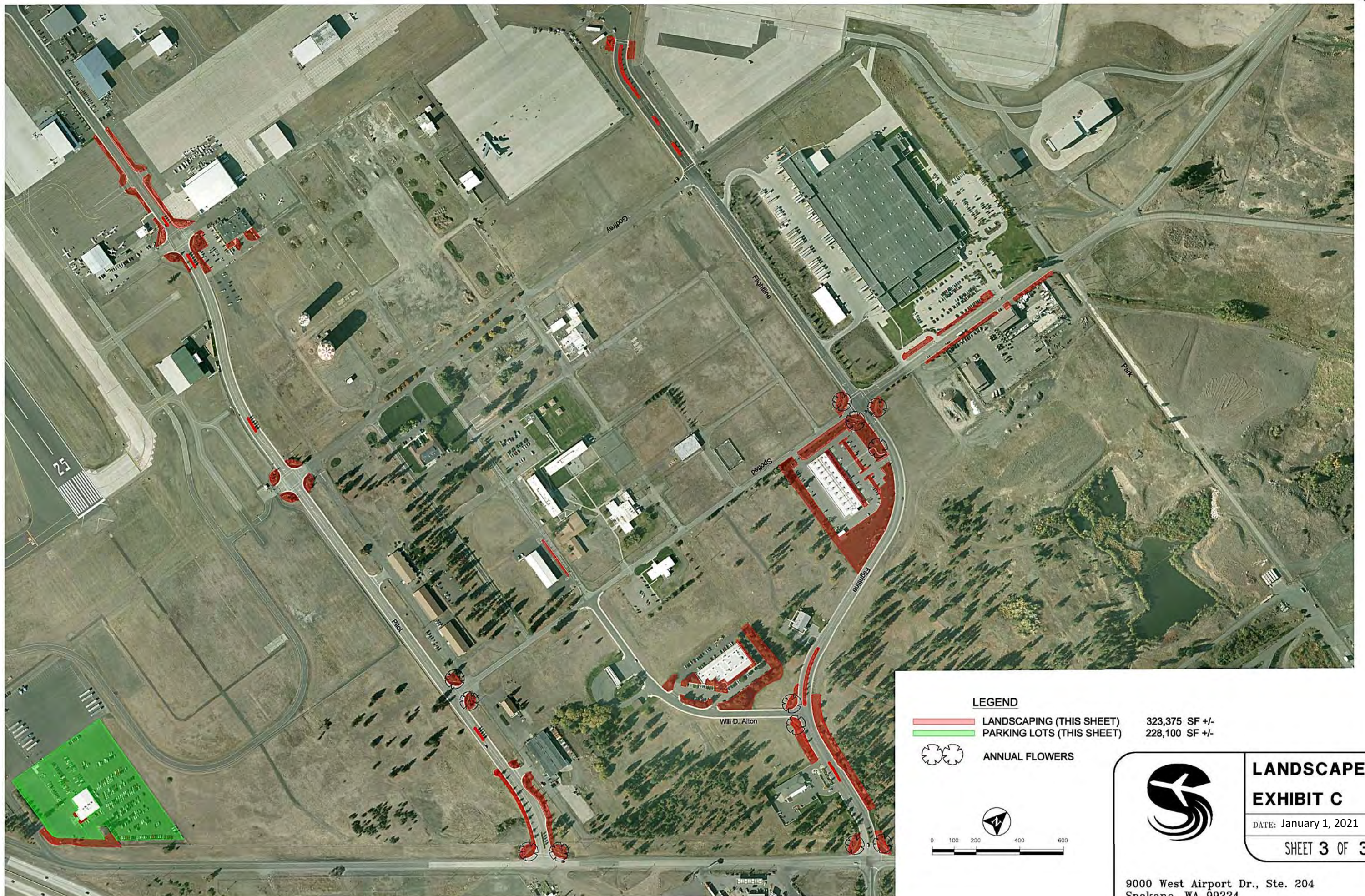


**LANDSCAPE
EXHIBIT B**

DATE: January 1, 2021

SHEET 2 OF 3

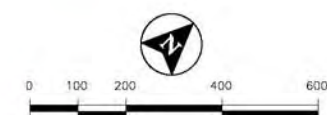
9000 West Airport Dr., Ste. 204
Spokane, WA 99224



LEGEND

- LANDSCAPING (THIS SHEET)
- PARKING LOTS (THIS SHEET)
- ANNUAL FLOWERS

323,375 SF +/-
228,100 SF +/-



**LANDSCAPE
EXHIBIT C**

DATE: January 1, 2021

SHEET 3 OF 3

9000 West Airport Dr., Ste. 204
Spokane, WA 99224

CONTRACT #21-40-9999-003-00

SERVICE CONTRACT

BETWEEN

SPOKANE AIRPORT

AND

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SERVICE CONTRACT

THIS SERVICE CONTRACT made and entered into this _____ day of _____, 2021, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport" and _____, a _____ organized and existing under the laws of the State of _____, hereinafter referred to as "Contractor";

WITNESSETH

WHEREAS, the Airport Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA", located in the City and County of Spokane, State of Washington, and is authorized to enter into contracts for goods and services and grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the parties hereto desire to enter into a Service Contract, hereinafter referred to as "Contract", granting the Contractor the use, together with others, of SIA and its appurtenances for the purpose of providing _____ service for the Airport as set forth in the Request for Proposals dated _____ and as agreed to in the Proposal submitted by Contractor, both of which are incorporated herein by this reference

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows effective March 1, 2021:

1. TERM

The term of this Contract shall be nine (9) months commencing March 1, 2021 and expiring on November 30, 2020. The Airport shall have the option to renew this Contract for four (4) additional nine (9) month terms, providing that the work performed under this Contract has been fully satisfactory as determined solely by the Airport. Such option(s) shall be under the same terms and conditions contained herein except for the financial consideration and scope of work, which may be renegotiated as set forth in Article 2 - FEES, Paragraph B. Said option(s) may be exercised by written notice from the Airport to the Contractor not later than ninety (90) days prior to the expiration of the current term.

2. FEES

A. For the term commencing March 1, 2021 and expiring on November 30, 2020 the Airport shall pay the Contractor a monthly fee of _____. Said monthly fee does not include Washington State Sales Tax in accordance with the terms set forth Attachment C. Contractor shall submit to Airport a detailed invoice of all fees, charges or costs for the preceding month, and payment by Airport shall be due thirty (30) days after Airport's receipt of such detailed invoice].

B. Other Services: For the nine (9) month term commencing March 1, 2021 and expiring on November 30, 2020 the Airport shall pay to the Contractor an hourly rate of _____

(\$_____) for Other Services requested by SIA. Hourly rates only apply to those items listed but not limited to Attachment C. Holiday and Overtime rates shall be determined according to the Benefit Code Key provided by Washington State Labor and Industries. Said hourly fee does not include Washington State Sales Tax.

C. Fees quoted shall be firm for the first term of the Contract. If the Airport exercises the option to renew, acceptance of a fee change for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within sixty (60) days prior to the expiration of the current term, said option will be null and void. Agreement on any price change shall remain firm for the renewal year. Price changes for any option periods shall not exceed provable changes in expenses for labor and materials by the Contractor. All amendments or modification to this Contract, including but not limited to a fee change, shall be mutually-agreeable and set forth in a separate writing executed by both Contractor and the Airport.

D. Prevailing wages are required for this Contract. A copy of "Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" approved by the Washington State Department of Labor and Industries will be required. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for the prevailing wages for this project is January 24, 2021. A copy of the applicable prevailing wage rates is also available for viewing at the office of the Airport, located at 9000 W Airport Dr. #204, Spokane, WA 99224. Upon request, the Airport will mail or email a hard copy of the applicable prevailing wages for this project.

E. Contractor's reporting system shall be sufficient for all reporting. Copies of certified payroll will be provided to Washington State Department of Labor and Industries at the end of each contract month. A five percent retainage will be withheld from each payment during the contract term and will be released upon receipt of release letters from Washington State Department of Labor and Industries, Revenue and Employment Services.

F. The total value of this contract for any and all services pursuant to FEES, for the nine (9) month term commencing March 1, 2021 and expiring on November 30, 2020 shall not exceed _____ (_____).

3. SCOPE OF WORK

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

4. RELATIONSHIP OF THE PARTIES

The parties intend that an independent contractor relationship will be created by this Contract. The Airport is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the Airport for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the Airport provides for its employees. The Contractor will be solely

and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the Airport being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Airport pursuant to the provisions of the proposal under which the services and work were let to the Contractor.

5. CONTRACTOR'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

A. Contractor is required to hold a valid and current contractor's license and Contractor's work shall comply with all applicable rules and regulations pertinent to landscape maintenance work.

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

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

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

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

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

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

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

6. SECURITY

A. Contractor recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of SIA. Contractor shall comply

with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Contractor shall pay any forfeitures or fines levied upon it, the Airport or SIA through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Contractor, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Airport as a result of any such violation.

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

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

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

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

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

7. INDEMNITY AND WAIVER OF DAMAGES

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

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

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

8. INSURANCE

The Contractor shall, at its own cost and expense, maintain insurance in full force and effect during the term of this Contract in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Contract. The insurance policy(ies) shall be the standard comprehensive insurance coverage, with aircraft exclusions deleted, to cover all operations of the Contractor. The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; automobile including owned, non-owned, leased and hired; aircraft; and contractual coverage, including the obligations pursuant to Article 7 - INDEMNITY AND WAIVER OF DAMAGES, herein. The Airport, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to the Contractor's use of SIA, ABP and the Premises which are the subject of this Contract. The Contractor's insurance shall be primary and non-contributory

with any insurance maintained by the additional insureds. Contractor shall promptly upon execution of this Contract, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Contract. The coverage shall not be less than One Million Dollars (\$1,000,000), combined single limit with an annual aggregate coverage of Two Million Dollars (\$2,000,000). The automobile coverage shall not be less than One Million Dollars (\$1,000,000) for owned, non-owned and hired automobiles. The Contractor's insurance policies shall be endorsed so that the insurance carrier will provide the Airport with at least thirty (30) days notification prior to cancellation or material change. Such notice of cancellation or material change shall be mailed to the Airport by certified mail. Where any policy(ies) has/have normal expirations during the term of this Contract, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Contractor shall permit the Airport to inspect the originals of all applicable policies. The Contractor's insurance identified in this Article 8 shall include a waiver of subrogation in favor of the additional insured. This Article 8— INSURANCE, shall be subject to periodic adjustments by the Airport.

9. FORCE MAJEURE

Neither the Airport or Contractor shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the others employees and agents.

10. NON-PERFORMANCE

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

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

11. CANCELLATION OF CONTRACT

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

12. ADVERTISING AND SIGNS

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

13. LEGAL CLAIMS AND ATTORNEY FEES

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

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

14. ANTI-KICKBACK

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

15. GOVERNMENT RESERVATIONS AND RESTRICTIONS

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

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

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

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

D. This Contract shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the operation or maintenance of SIA, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of SIA, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Airport shall, to the extent permitted by law, use its best efforts to

cause any such agreements to include provisions protecting and preserving the rights of Contractor in and to the Premises and improvements thereon. Failure of Contractor to comply with the requirements of any existing or future agreement between the Airport and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Contractor's rights hereunder.

16. CONTRACT SUBORDINATE TO BOND ORDINANCE

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

17. TITLE VI ASSURANCES

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

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

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

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

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

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

18. MAINTENANCE OF RECORDS

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

19. SEVERABILITY

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

20. NON-WAIVER OF BREACH

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

21. SUBMISSION OF CONTRACT

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

22. SURVIVAL OF INDEMNITIES

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

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

This Contract, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Contract shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction

of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Contract, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

24. NOTICES

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

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

CONTRACTOR: _____

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

25. TIME OF ESSENCE

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

26. PARAGRAPH HEADINGS

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

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written:

SPOKANE AIRPORT BOARD

APPROVED AS TO FORM:

By: _____

By: Brian M. Werst
General Counsel

NAME of Awarded Vendor

Signature: _____

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: _____