



**CITY OF YAKIMA  
Packet for  
Request for Qualifications and Proposals  
No. 12520QP**

***Re-Bid Air Service Development and Consulting  
Services for  
Yakima Air Terminal – McAllister Field***

**Responses due by 2:00 PM PDT, Thursday, September 18, 2025**



**Yakima Air Terminal – McAllister Field**  
2406 West Washington Avenue, Suite B  
Yakima, WA 98903

**August 13, 2025**

**Notice to Consultants**  
**Request for Qualifications and Proposals**  
**No. 12520QP Re-Bid Air Service Development and Consulting Services**

Notice is hereby given by the undersigned that sealed Statements of Qualifications and Proposals (hereby referred to as RFQP's) will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2<sup>nd</sup> Street, Yakima, WA. 98901, until the hour of **2:00 P.M. PDT on Thursday, September 18, 2025**, when all respondents' names will be publicly read in the Council Chambers: **Air Service Development and Consulting Services**.

If any responses are submitted after such time, the responses will be returned to the sender unopened.

Request for Qualification and Proposal Packets that give submittal requirements are available on the web at: [www.YakimaWA.Gov/Purchasing/Services/Specs](http://www.YakimaWA.Gov/Purchasing/Services/Specs). If you have any questions about accessing the RFQP, please contact Susan Knotts at [Susan.Knotts@YakimaWA.Gov](mailto:Susan.Knotts@YakimaWA.Gov) or at 509-575-6093.

**A pre-proposal conference/site visit will be held at 10:00 AM on August 21, 2025, at the Yakima Airport Administration Office, 2406 West Washington Ave., Suite B, Yakima, WA 98903, or via Teams. Please contact the RFQP Coordinator for link. Attendance is not mandatory; however, Proposers are urged to attend.**

Susan Knotts, CPPO, CPPB, NIGP-CPP  
Buyer II, City of Yakima

**REQUEST FOR QUALIFICATIONS AND PROPOSALS  
RFQP 12520QP RE-BID AIR SERVICE DEVELOPMENT AND CONSULTING SERVICES  
FOR THE YAKIMA AIR TERMINAL-MCALLISTER FIELD  
CITY OF YAKIMA**

The City of Yakima and Yakima Air Terminal-McAllister Field (hereinafter referred to as “City”) is requesting qualifications and proposals for Air Service Development and Consulting Services located in Yakima, Washington. The City will select services from firm(s) to provide “as-needed” professional Air Service Development and Consulting services that will determine the feasibility of commercial air service to targeted cities and identify carriers that could provide the services at cost effective fares and assist the Yakima Airport. Following evaluation of the Statement of Qualifications (SOQ), a firm considered to be the most highly qualified meeting the needs of the Yakima Air Terminal/McAllister Field will be chosen by either qualifications submitted in their Statement of Qualifications (SOQ) and/or by interviews/presentations with the evaluation committee.

Read this Request for Qualifications and Proposals (RFQP) document carefully as the award will be given to the most qualified firm meeting the needs of the Yakima Air Terminal/McAllister Field who is “responsive and responsible”. The City of Yakima reserves the right to accept or reject any or all SOQ’s, to extend the period for accepting SOQ’s and Proposal’s, to advertise the RFQP at any time and to waive any minor irregularities in any SOQ.

The City of Yakima reserves the right to reject any and all submittals. Further, the City of Yakima, Yakima Air Terminal hereby notifies all proposers that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.)

## **GENERAL INFORMATION**

### **1. Deadline for Submitting Qualifications and Proposals**

Qualifications and Proposals shall be delivered to the City Clerk’s Office no later than **September 18, 2025, at 2:00 PM PDT**. Late submissions will not be accepted or evaluated. If you try to submit your Qualifications and Proposals late, they will be returned unopened.

If City Hall is closed for business at the time scheduled for opening, for whatever reason, responses will be opened on the next business day of the City, at the originally scheduled hour.

### **2. Proposer Conference and Site Visit**

A pre-proposal conference and site visit will be held at **10:00 AM on August 21, 2025**, at the Yakima Airport Administration Office, 2406 West Washington Ave., Suite B, Yakima, WA 98903, or via Teams. Please contact the RFQP Coordinator for link. Attendance is not mandatory; however, Proposers are urged to attend.

### **3. Submitting Qualifications and Proposals**

Consultants must submit one signed, original hardcopy of Consultants Statement of Qualifications and Proposals with three digital copies on a flash drive to the City of Yakima Clerk’s Office: 129 N. 2<sup>nd</sup> Street, Yakima, WA. 98901, no later than **2:00 PM PDT on September 18, 2025**. All Submittals shall be clearly titled: “RFQP 12520QP Air Service Development and Consultant Services”.

### **4. Request for Qualifications and Proposals (RFQP) Administration**

Upon release of this RFQP, all applicant communications should be directed in writing to the RFQP Coordinator listed below. Any communications about this RFQP with other City or Yakima Air Terminal employees is prohibited from the date this RFQP is issued until a contract is awarded and will be considered unofficial and non-binding on the City.

RFQP Coordinator: Susan Knotts, NIGP-CPP, CPPB, CPPO  
Buyer II,  
City of Yakima, Purchasing Division  
129 N. 2<sup>nd</sup> Street  
Yakima, WA 98901  
Phone: 509-575-6095 Email: [Susan.Knotts@YakimaWA.Gov](mailto:Susan.Knotts@YakimaWA.Gov)

## **5. Clarification and/or Revisions to Specifications and Requirements**

Written questions, requests, exceptions, or additions concerning the subject matter of this RFQP must be submitted via e-mail (no phone calls) to the RFQP Coordinator listed above. Only written communication relating to the RFQP shall be considered. Questions or requests must be received a minimum of seven (7) calendar days prior to the submission deadline. No requests received after this deadline will be considered. All requests received prior to the deadline will be responded to in writing, by the RFQP Coordinator in the form of an addendum addressed to all prospective respondents who are on record as having received this RFQP or who have registered for updates with the RFQP Coordinator.

## **6. News Releases**

News releases pertaining to the RFQP or to the acceptance, rejection, or evaluation of SOQs shall not be made without the prior written approval of the RFQP Coordinator listed above.

## **7. Public Disclosure**

Per the Washington State Public Disclosure Act (RCW 42.56 et seq.), documents submitted under this RFQP shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

Respondents should be aware that any records they submit to the City or that are used by the City, even if the Respondents possess the records, may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Respondents should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.

## **8. Proprietary Information**

Documents submitted in response to this RFQP will become the property of the City and may thereafter be used by the City of Yakima and Yakima Air Terminal-McAllister Field, without compensation to the consultants and shall also be regarded as public record under the Washington Public Records Act under RCW 42.17. If the Respondent considers any submittal document to be protected from disclosure under the law and requests restrictions on the use of data contained within their RFQP response and deemed by the respondent to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.), the Respondent must clearly state in the proposal itself and shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET". The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material or shall separate these sections from the main document in a separate file marked "confidential". Proprietary information submitted in response to a request will be handled in accordance with applicable City procurement regulations and the Washington State Public Records Act (RCW 42.56 et seq.). **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.** Proprietary restrictions normally are not accepted. However, when accepted, it is the Respondent's responsibility to defend the determination in the event of an appeal or litigation. All other sections of the response shall be made available to the public immediately after contract signing.

If a request is made for disclosure of such identified documents or portions thereof, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to disclosure, the City will notify the Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. All expenses of such action shall be borne solely by the Respondent, including any damages, attorney's fees or costs awarded by

reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contract commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the City.

## **9. Disqualifications of Proposals**

More than one SOQ and Proposal under the same or different names from any one consultant or firm will not be considered. Reasonable grounds for believing the consultant or firm are interested in more than one SOQ and Proposal will cause the rejection of all SOQs and Proposals in which the consultant or firm is interested. One or more or all SOQs and Proposals will be rejected if there is reason for believing that collusion exists among consultants or firms or the City of Yakima or Yakima Airport.

## **10. Clarification**

The City reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

## **11. RFQP Timeline**

Listed below are important dates and times by which actions related to this RFQP may be completed. In the event that the City finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFQP.

<b>RFQP Milestone</b>	<b>Date</b>
RFQP Issued	8/11/2025
Site Visit	8/21/2025 10:00 AM
<b>Due Date for Written Questions</b>	<b>9/11/2025</b>
Addendum – Written answers provided	9/12/2025-9/15/2025
<b>Statement of Qualifications &amp; Proposals Due</b>	<b>9/18/2025 at 2:00 PM</b>
Presentations/Interviews (if requested)	10/14/2025 & 10/15/2025 <i>Approximately</i>
Notice of Intent to Award	10/17/2025 <i>Approximately</i>
Council Approval and Award	11/18/2025

The schedule of events after the RFQP due date are target dates and will be handled as expeditiously as possible.

## **12. Proposal Cost**

All costs associated with development and response to this RFQP are the obligation of the firm/Consultant and are not chargeable to the City including costs incurred in traveling to and participating in any meetings associated with the consultant selection process and/or negotiating an agreement.

## **13. Compensation and Fee Schedule**

Compensation for services rendered shall be dependent on the Consultant and/or Firm's qualifications.

**Compensation and fee schedule shall be submitted with RFQP response as a separate attachment labeled "Compensation and Fee Schedule".**

## **14. Federal Suspension and Debarment Certification**

Federal Executive Order 12549 prohibits federal, state, and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating

in federal contracts or grants. The purpose of this certification is for the consultant/vendor to advise the City, in writing, of any current Federal Suspension and Debarment.

**Debarment Certification:** By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

### 15. Contract Terms and Conditions

The contract provided in **Attachment A** of this RFQP represents the terms and conditions which the City expects to execute in a contract with the successful Consultant.

## EVALUATION

### 1. Preliminary Evaluation

All Statements shall be evaluated against the same standards. The Statements will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in SOQ and Proposal rejection as non-responsive.

In the event that NO SOQs meets specified requirements, the City reserves the right to continue the evaluation of the SOQs and to select the Firm or Consultant most closely meeting the requirements specified in this RFQP or not select any.

### 2. Qualification Evaluation

In selecting the best firm or consultant for the tasks to be accomplished as defined in the Scope of Services, a Selection Committee shall evaluate all SOQs submitted and may elect to conduct oral interviews/presentations with one or more finalists unless the Selection Committee can make its selection based on the statements submitted. The City reserves the right to reject any and all SOQs and Proposals and to waive such formalities as do not affect or alter the substantive provisions thereof.

All submissions will be evaluated against the same standards and will be scored using the following criteria:

Item #	CRITERIA	POINTS
1	Qualifications and Experience of Program Manager and Key Staff	0-20
2	Past Performance and delivered business results in air service expansion, public-private funding model, airport economic development and references	0-50
3	Program delivery approach.	0-30
Total		100

### 3. Evaluation and Award

Following an initial review of the SOQs by the Selection Committee, an estimated one to five top-scoring firms may be short-listed based on an evaluation of the written Statements by the Evaluation Team on the stated criteria. A consultant or firm may not contact any member of an Evaluation Team except at the Evaluation Team's direction.

Should the Evaluation Team request any interviews and/or oral presentations from one or more of the short-listed respondents, the Evaluation Team will review the initial scoring and make adjustments based on the information obtained in the interviews and/or oral presentation to determine the final scoring.

The City will rank qualified firms in order of score. The City reserves the right to negotiate elements of the SOQ, Proposal and Agreement with the highest-ranking firm.

In the event that the City and the selected consultant negotiate but are unable to agree upon a detailed scope of work and/or cost of the contract, The City reserves the right to negotiate with and/or award a contract to another consultant or firm sequentially ranked next (by the selection committee) behind the selected consultant.

There will not be a negative impact on the overall scoring if a firm believes it encompasses ample staff to accomplish work without the use of sub-consultants and therefore submits a response with no sub-consultants or sub-contractors.

## **STATEMENT REQUIREMENTS**

Interested firms are requested to submit a Statement of Qualifications (SOQ) as outlined in the submittal instructions below, by the due date listed above. The submittal package will be limited to fifteen (15) double sided pages (30 single pages total) not including resumes and proposal compensation and include a signed cover letter.

### **1. Content of Qualifications Statement**

Please provide a succinct and methodical responses to each of the questions posed below. Failure to submit detailed information will justify rejection of any SOQ and Proposal submitted hereunder. The City reserves the right to thoroughly investigate the experience and record of the Consultant or Firm.

#### **A. Signed Cover Letter**

The signed cover letter should indicate interest in this solicitation and working for the City of Yakima, list the names of the principals in charge and program managers including address, telephone and e-mail address and be signed by an authorized agent of the firm. The cover letter shall be typed or clearly legible. The letter shall provide a straightforward and concise description of the firm's approach, experience, capabilities and qualifications necessary for the planning and development of:

- An air service program,
- Marketing information to airlines,
- Cooperative funding program and,
- Assistance in negotiations with selected carrier(s).

Failure to submit detailed information will justify rejection of any SOQ and Proposals submitted hereunder. The City reserves the right to thoroughly investigate the experience and record of the Consultant or Firm.

#### **B. Organizational Experience, Past Performance and References**

##### **1) Describe your proposed organization's experience in performing the Services (or services of a similar nature) described in this RFQP including:**

- Type and number of years' experience providing air service development consulting services.
- Must demonstrate the firm's experience with air service development, including any consultation involving major airlines (full service and low fare).
- Must demonstrate experience developing strategic business recommendations for air service incentive programs.
- Must demonstrate capable working knowledge of the Airport's operations and an understanding of airline operations.
- Must disclose any potential conflicts that may arise during this Contract due to its representation of other Airports.

- Must provide at least one sample airline presentation to demonstrate the firm's ability to produce an organized flow of information with appropriate graphical presentation.
  - 2) Provide three (3) professional references (with email addresses and phone numbers), other than the City of Yakima, to provide information regarding the firm's ability to perform the services described herein.
- C. Qualifications and Experience of Program Manager and Key Staff
- 1) Must provide a resume with detailing qualifications and relevant experience demonstrating previous experience with similar programs for all team members that will be actively engaged in each phase of the program (including major clients and programs each individual has worked on in the last three years, references to contact regarding the work, and the specific responsibility each individual will have on this program).
  - 2) Provide up to three (3) examples of prior relevant programs; including the name of programs; dates of the programs; and roles/responsibilities for each team member on those programs.
  - 3) Provide an organization chart of your proposed team and include the respective roles that each team member may provide for the Services described within.
- D. Program Delivery Approach and Delivered Business Results
- 1) Describe the following:
    - How your organization develops a work plan and who is involved in the decision-making process for the development of the work plan.
    - How your work plan addresses contingencies that may arise during the program.
- E. Record of Past Performance
- 1) Must demonstrate success in attracting new or otherwise improving air service to a variety of different sized Airports. Include examples of how the firm used creative ability, knowledge and understanding of the market conditions and trends, and analytical capability to achieve success.
  - 2) Provide an overview of the quantifiable results directly attributable to the provision of your organization's expertise and consultancy services for similar programs.
- F. References
- Provide a minimum of three (3) case studies, describing the context of each scenario, the extent of your engagement and services rendered the results attained, and by whom.

## **REQUIRED SCOPE OF SERVICES**

### **1. Scope of Service**

The Consultant shall provide Air Service Development and Consulting Services with service priority to include additional air service to and from the Yakima Air Terminal-McAllister Field (YKM). The following, including Exhibit A attached, is the scope of services required, but is not limited to the following:

#### **A. Air Service and Business Development**

- 1) Define the YKM catchment area.
- 2) Obtain data and conduct analysis of origin/destination travel for the YKM catchment area.
- 3) Examine and report on the YKM catchment area travelers that choose other commercial service airports such as PSC, GEG, and SEA, including destinations and summarized groupings of travel dates.

- 4) Develop an effective, comprehensive, year-round passenger air service program to grow domestic air service at Yakima Air Terminal.
- 5) Develop detailed proposals and professional presentation materials for meetings with targeted air carriers.
- 6) Negotiate long-term air service contracts that may include incentive programs, minimum revenue guarantee (MRG) with financial caps, flat rate contracts, and/or research supported agreements.
- 7) Evaluate and develop a strategy for route selection and airline selection with competitively priced fares.
- 8) Develop airline reports that focus on load factors, revenue/yield management, retail tickets, and origin/destination (O&D) stats.
- 9) Investigate charter services and low-cost airline opportunities.
- 10) Investigate business aviation services and other airport business development opportunities.
- 11) Assist YKM and City of Yakima principals in scheduling and facilitating meetings at the highest levels with domestic air carriers regarding potential new and/or improved air service to YKM.
- 12) Work with partners to identify specific business strategies to respond to opportunities for new and/or improved air service that arise as a result of rapidly changing market conditions and/or unexpected changes in the airline industry.
- 13) Assist in identifying and serving airport-related businesses for location at or near the Yakima Air Terminal.

#### B. Cooperative Funding/Business Alliances

- 1) Create business alliances with major companies, governments, and organizations as well as local businesses and the community at large to further air service goals.
- 2) Investigate and assist in cooperative funding from public and private entities for commercial air service.
- 3) Secure adequate, long-term community (business and private) pledge funding for the commercial air service program.
- 4) Aid in the development of a long-term funding vehicle.

#### C. Marketing Services

- 1) Develop cooperative marketing programs with the airlines to include but not limited to comp tickets, in-kind marketing programs, special fares and public relations opportunities.
- 2) Create and coordinate a marketing plan for negotiated air service program to include:
  - Investigate and coordinate alliance opportunities with major lodging, property management companies, chamber of commerce, tourism boards, real estate companies, business organizations and airlines.
  - Four season marketing plans in the communities and regions.
  - Aid in coordination of the marketing plan with the community, local businesses, lodging organizations, schools, business organizations, transportation companies, and the chamber of commerce.
  - Incorporate the commercial air service message into business partner marketing materials.
  - Develop a community/committee communications system.

- Coordinate (as needed) with the commercial air service alliance management the implementation of the marketing plan.

#### D. Deliverables

- 1) An effective, comprehensive passenger air service development program to grow air service at Yakima Air Terminal.
- 2) Provide a synopsis of how other U.S. airports have structured air service incentive programs to attract air service.
- 3) Yakima market analysis, to include demographic, ethnic, economic, business, and leisure travel research.
- 4) Yakima catchment area traveler O&D analysis
- 5) Air Service Incentive Plan.
- 6) Business Development Plan
- 7) Detailed written proposals and professional presentation materials for meetings with targeted air carriers.
- 8) Scheduled meetings with highest level airline schedule planners for presentation of Airport's proposed air service.

## BACKGROUND AND CURRENT OPERATIONS

### ABOUT THE OWNER

The City of Yakima, the county seat of Yakima County, was incorporated in 1886 and is located in Central Washington, Washington State. It encompasses 28.7 square miles in an area of rich volcanic soil. The City is 145 miles southeast of Seattle, and 200 miles southwest of Spokane, Washington. The region is served by rail, highway and air transportation facilities, which have helped develop the City as the commercial and business center of Central Washington. With a 2024 population of 96,645, Yakima is the tenth largest city in the State of Washington and the eight largest county with a population of 256.64k.

The City operates as a first-Class Charter City under the Council/Manager form of Government. The City Council consists of seven Council members from separate districts. The Council chooses the Mayor, from within its own membership, every two years. The City provides the full range of municipal services contemplated by charter or statute. These include public safety (police, fire, and building), public improvements (streets, traffic signals), sanitation (solid waste disposal, sanitary wastewater utility), water and irrigation utilities, transit, community development, parks and recreation, and general administrative services.

The City of Yakima lies within Yakima County in the fertile Yakima River Valley. Apples, cherries, pears, grapes, and other fruits, plus hops and a wide variety of field crops and vegetables make the Yakima Valley one of the top agricultural producing areas of the nation. There are over 400,000 acres of Agriculture zoned land within the County which produce over thirty types of fruits and vegetables. With its farm production base, the Yakima area is a major food processing region.

Adding to Yakima Valley's agricultural scene, there are more than 17,000 acres of producing vineyards that produce over half of Washington State's wine grapes. The Yakima Valley has over 90 wineries, 5 American Viticulture Areas (AVA's), and 20 craft breweries within 70 miles added to our 300+ days of sunshine makes the City of Yakima a tourist destination.

The area's economy benefits from over 250 manufacturing firms in the Yakima area that produce a variety of products including wood products, packaging, plastic products, produce and aircraft parts.

- Shields Bag and Printing, originating in 1935, has grown from a small-town printer to a leader in the flexible packaging industry. Currently, Shields employs over 450 people.

- Triumph Aviation located in Yakima, a primary manufacturer of hydraulic equipment for the aerospace industry. The Yakima plant, with about 300 employees, focuses on landing gear and hydraulic systems.
- Irwin Research and Development located in Yakima, a primary manufacturer of polystyrene packaging machinery for the food industry. The company has operated in Yakima for over 20 years and employs more than 125 people.

Yakima and the surrounding communities provide an abundance of opportunities for year-round recreational activities. Some of these activities include some of the best winter skiing in the U.S., Snowmobiling and snowshoe trails during the winter season. Numerous other activities can be enjoyed during the spring, summer, and fall which include hiking, boating, rock-climbing, white-water river rafting, golfing, camping, water skiing, fishing, and much more.

### FACILITY AND SITE CHARACTERISTICS

The airport itself is nestled in a valley between two mountain ridges at an elevation 1,095 feet Mean Sea Level. In 1926, the Yakima Airport site was an 80-acre field full of sagebrush. Since that time, the airport has dramatically expanded to its current size of 825 acres and is home to 132 aircraft. Yakima Air Terminal is a FAA Part 139 certificated airport with its primary runway classified as a C-III able to accommodate the Boeing 737-800 aircraft. The airport is equipped with Airport Rescue and Fire Fighting capabilities which encompass an ARFF Index B upgradable to Index C upon request. The main runway 9/27 is 7604 feet long by 150 feet wide and is equipped with a precision approach Instrument Landing System to accommodate aircraft operations in adverse weather conditions. The secondary runway 4/22 is 3835 feet long by 150 feet wide and will accommodate smaller aircraft operations during times when the main primary runway is not available due to strong southerly winds. Both runways have parallel taxiways that measure the full length of each runway with connecting taxiways located at strategic points. The Yakima Air Terminal experiences about 40,000 aircraft operations per year which of those 300 are air carrier operations.

The Yakima Air Terminal also has a variety of pilot services to include an Automated Surface Observing Systems to provide critical weather information located at the airport. In conjunction with this service, the airport has an Air Traffic Control Tower operated by Serco under a contract with the Federal Aviation Administration.

The Yakima Air Terminal is home to many businesses which range from aircraft servicing a General Aviation and Light Sport Aircraft production. The wide variety of aircraft services include McAllister Museum of Aviation, McCormick Air Center, a full service Fixed Based Operator, Cub Crafters, and Yakima Aerosport.

The Yakima Air Terminal provides a variety of customer services which include air service to/from the Yakima Valley. In order to facilitate these services, the airport has a terminal building located conveniently off Washington Avenue. The terminal building has 5 aircraft parking gates, all of which embark passengers through the ground level concourse. The airport is serviced by Horizon Airlines which have two daily flights to/from Yakima, WA and Seattle, WA. In 2024 the airport supported approximately 43,000 enplanements. The terminal also houses a rental car company which is conveniently located adjacent to the baggage claim area. Hertz rental car company provides easy access to vehicles which are parked just east of the terminal building.

Yakima Air Terminal has been the home of CubCrafters since 1980 when the business started out rebuilding the Super Cub. Since that time, this enterprise evolved to the stage where CubCrafters is no longer in the modification business so much as it was building new airplanes - airplanes greatly improved from the original Super Cub. Stronger, safer, easier to fly. More recently, in response to the creation of the Light Sport Aircraft class, CubCrafters developed the 100-horsepower Sport Cub and the phenomenal new 180 hp Carbon Cub SS (which provides the shortest takeoff, fastest climb rate and shortest landing of any aircraft in its class). Currently CubCrafters operates in a modern 40,000 square foot facility on the eastern part of Yakima Air Terminal.

Yakima Air Terminal is also home to the McAllister Museum of Aviation where the museum displays years of history to include how Yakima Air Terminal became the airport as it is today. Charlie and Alister

McAllister acquired and rebuilt their first airplane, a Standard J1, in 1925. In 1926 they took flying lessons from the famous instructor and aerobatic pilot Tex Rankin. Then they flew their Standard J1 to Yakima to start their first flight school. At that time, there was no airport, simply a field known as Goodman's Pasture. Later, the pasture was converted to the Yakima Airport, McAllister Field.

The National Guard is also located on the south side of the airport in a modern, state-of-the-art facility. As a tenant of the airport and Central Washington, the National Guard enables its troops to respond to domestic emergencies, combat missions, counterdrug efforts, reconstruction missions and more—all with equal speed, strength and efficiency. This may include community efforts, responding to wildfires, floods, or any natural disasters. The approximate 8,000 sq. ft. facility is also available to the public where they host many events to include Graduations/Receptions, Social/Youth Events, Group Meetings, Sports, Tournaments/competitions, Birthday Parties/Potlucks, Classes/Seminars, Antique Shows, Rummage Sales, Dog/Cat Shows, and Charity Events.

McCormick Air Center is Yakima Air Terminal's full-service Fixed Base Operator which provides a wide variety of aircraft services which include:

- Full/Self-service fuel
- Jet A and 100LL (full service/self-fuel)
- Airframe & Power Plant Maintenance
- Ground Service Equipment
- Hangar rentals (T and Box)
- Aircraft parking
- Aircraft rental
- Aircraft flight instruction
- Pilot lounge and briefing station
- Passenger lounge with flat screen TV
- Courtesy car
- Coffee
- Ice
- Catering
- Hotel Arrangements

#### FINANCIAL CONDITION AND AIR SERVICE DEVELOPMENT

As a result of the pandemic, in 2022 the airport dropped from four flights a day to one. With local community financial support and a Small Community Air Service Development (SCASD) grant, in the fall of 2023 the airport restored a second flight to Seattle. The airport is experiencing a budget deficit in calendar year 2025. Increased air service is vital to the airport's economic recovery and the prosperity of the community.

#### Current Airport Management and Operations

The Yakima Air Terminal is currently managed and run by airport employees who manage all day-to-day functions of the airport. These daily tasks include monitoring the daily operations, leasehold compliance, real estate property management, coordination with Federal, State, County and local agencies/organizations on programs affecting the airport environment, personnel management, budget creation and management and Capital Improvement Projects.

The staff includes:

- (1) Airport Director
- (1) Operations and Maintenance Manager
- (1) Administrative Assistant
- (1) Terminal Building Maintenance Specialist
- (2) Part Time Custodians
- (1) Airport Maintenance Lead
- (3) Airport Maintenance Specialist

Essential duties and responsibilities with airport maintenance specialists include the following (other duties may be assigned):

- a. Performs annual training including Airport Certification Manual (ACM) standards, markings, signs, ground vehicle operations, NOTAM, winter safety and operations, airport safety, self-inspections, fuel handling, hazardous wildlife attractions and wildlife control. Employees are responsible for knowing, understanding and being able to take action on these topics in order to keep the airport in FAR 139 compliance.
- b. Performs maintenance duties including vegetation management within the Air Operations Area/landside mowing, weeding, tree/grass trimming, spraying grass to assure all aspects of the airfield meet stringent FAR's while assuring the airport looks astatically appealing.
- c. Operates following equipment but not limited to snowplows, snow blowers, case loaders with multiple attachments, mobile sweeper, air blast sweeper, backhoe, forklift, boom truck, tractors, chipper, air stairs, Line Lazer striper and city bus for tours. Employees will also maintain the three A.R.F.F. vehicles located at the airport fire department and the airport vehicles. Regularly scheduled maintenance for these vehicles would include lube, oil, and filter. Other repairs range from brakes to starters from water pumps to rear main seals.
- d. Employees perform air-side painting to maintain all the paint on the airfield as needed and required by the FAA. All painting projects must follow stringent guild lines per the FAA's Advisory Circular which include the following areas: Runways, Taxiways, Intersections, Ramps and service roads (138 acres of pavement). Other areas that may require painting are building interior, exterior, parking lots and main terminal circle drive.
- e. Performs general maintenance on the airfield to include perimeter fences, manual and hydraulic gates, signs and the airport-controlled access system.
- f. Maintains airport electrical systems for all airport owned buildings and equipment. These areas include repairing or replacing airfield lighting bulbs, fixtures, outlets, switches, streetlights in parking lot and circle drive, baggage belt, baggage doors, sprinkler system controls, and reader board sign. Employees will also maintain airfields back-up generator system.
- g. Coordinates wildlife control on the airport through various methods including non-lethal dispersal, vehicle sirens, bird bangers and environmental changes. Some lethal dispersal may be required when wildlife hazards become a high risk. Maintain written or electronic records of all wildlife activity on airport property and surrounding areas.
- h. Performs snow removal functions when required by the airport's Snow and Ice Control Plan. Employees use various pieces of equipment to maintain safe standards on the airfield. Employees may be on call 24/7 during winter months to perform these duties.
- i. Assist in various forms of aircraft diverts which include marshaling, parking aircraft and passenger assistance with small/large aircraft.
- j. Perform building maintenance work for airport owned property which includes roof repair, HVAC systems, plumbing, electrical, security access control system and any form of carpentry work that can be accomplished in-house.
- k. Employees are responsible for inventory of parts listing from nuts & bolts to filters, light bulbs, oils, fuel, etc.
- l. Perform various functions of fabrication of metals which include cut, weld, heat, drill, bend, and twist metal to make repairs and parts for equipment. Airport owned signs may be developed through the maintenance department which consists of metal bending and cutting equipment. Repair and manufacture many wood products with saws and drills.
- m. Keep records on all the equipment and training accomplished per the FAA. Some record keeping measures include but are not limited to mileage, fuel usage, oil changes and repairs.

**AIR SERVICE CONSULTING  
SCOPE OF WORK**

1. The Consultant shall provide Air Service Development and Consulting Services with service priority to include additional air service to and from the Yakima Air Terminal-McAllister Field.
2. Goals
  - a. Analysis and confirm the air passenger demand to support non-stop service to Salt Lake City (SLC), Seattle (SEA), Las Vegas (LAS), Denver (DEN), Portland (PDX) or other applicable cities on Alaska, Delta, Frontier, American, United Air Lines, or other airline in the Yakima catchment area.
  - b. Develop subsets of flying public confirming the current number of annual and quarterly passengers flying in and out of the Yakima catchment area for leisure or business, to include passengers from within the catchment area flying out of other airports.
3. Scope of Services
  - a. Coordinate all related research and surveys associated with SLC, SEA, LAS, PDX and/or DEN service opportunity including but not limited to
    - i. Phone call surveys – Targeting outbound local leisure and business air travelers
    - ii. Business surveys – Targeting inbound and outbound business travelers
    - iii. Hotel surveys – Targeting inbound leisure and business air travelers
    - iv. Consider using
      1. Local leisure and business credit card data to obtain the travel data
      2. Mobile phone tracking of all leisure and business travelers for both inbound and outbound air travelers
    - v. Review all available origination and destination (O&D) data from surrounding competing airports
  - b. If the research and analysis offer the City of Yakima an opportunity to move forward with a new air service, Consultant will
    - i. Develop a FLY YKM Air Alliance which is a public/private alliance focused on improving air service the YKM Airport – The Alliance could be part of the current non-profit organization
    - ii. Start communications with applicable airlines and confirm the level of commitment
    - iii. Apply for additional funding for the current USDOT Small Community Air Service Development Grant including a letter of support from applicable airlines
    - iv. Make recommendations for local/regional marketing campaign once the research is finalized
  - c. Ongoing services
    - i. Weekly booking data
    - ii. Monthly financials, fare analysis and O&D reporting
    - iii. Communications with applicable airlines
    - iv. Follow up meetings with applicable airline

***PROFESSIONAL SERVICES AGREEMENT  
FOR  
AIR SERVICE DEVELOPMENT AND CONSULTING SERVICES***

**THIS PROFESSIONAL SERVICES AGREEMENT**, entered into on the date of last execution, between the City of Yakima, a Washington municipal corporation ("City") and, xxxxxx ("Contractor").

**WITNESSETH:** The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

**1. Statement of Work**

The minimum services (hereinafter referred to as "Services") that the Contractor will provide include services described in RFQP 12520QP Air Service Development and Consulting Services, which are attached as **Exhibit A** hereto and incorporated herein by this reference.

**2. Compensation**

The City agrees to pay the Contractor according to **Exhibit B**, attached hereto and incorporated herein, which Exhibit includes the deliverables and payment schedule of itemized prices as listed in the Contractor's Proposal submittal at the time and in the manner and upon the conditions provided for the Contract.

**3. Contract Term**

The period of this contract shall commence on XXXX XX, 2025 and be for a period of one (1) year from its effective date. The City may, at its option, extend the contract on a year-to-year basis for up to four (4) additional one-year terms, extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention not to renew.

**4. Agency Relationship between City and Contractor**

Contractor shall, at all times, be an independent Contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of the City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.

**5. Successors and Assigns**

- a. Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.
- b. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

**6. Property Rights**

All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

## **7. Inspection and Production of Records**

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City with sufficient, safe, and proper facilities, and/or send copies of the requested documents to the City. Contractor's records relating to the Services will be provided to the City upon the City's request.
- b. Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. All records relating to Contractor's services under this Contract must be made available to the City, and the records relating to the Services are City of Yakima records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

## **8. Work Made for Hire**

All work the Contractor performs under this Contract shall be considered work made for hire and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver these materials to the City.

## **9. Compliance with Law**

Contractor agrees to perform all Services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- a. Procurement of a City Business License. Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
- b. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.

- c. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).
- d. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
- e. Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima, at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.

#### **10. Nondiscrimination Provision**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement. Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future City contracts.

RCW 35.22.650: Contractor agrees that the Contractor shall actively solicit the employment of minority group members. Contractor further agrees that the Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.

Nothing in this Agreement shall require Contractor or any of its subcontractor(s) to take action that would be deemed discrimination or preferential treatment in violation of RCW 49.60.400. Pursuant to RCW 49.60.400(6), this Section does not prohibit action that must be taken to establish or maintain the City's eligibility for any federal program, if ineligibility would result in a loss of federal funds to the City.

#### **11. Pay Transparency Nondiscrimination Provision**

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or

action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

## **12. Indemnification and Hold Harmless**

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. The Contractor agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Contract or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Contract.
- b. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Contract, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.
- c. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.
- d. Nothing contained in this Section, or this Contract shall be construed to create a liability or a right of indemnification in any third party.
- e. The terms of this section shall survive any expiration or termination of this Contract.

## **13. Contractor's Liability Insurance**

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the City and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public. If Contractor carries higher coverage limits than the limits stated below, such higher limits shall be shown on the Certificate of Insurance and Endorsements, and the City shall be named as an additional insured for such higher limits.

Contractor shall provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the City, prior to commencement of work. Failure to provide the City with proof of insurance and/or to maintain such insurance outlined herein shall be a material breach of this agreement and a basis for termination.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation.

If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the Contract.

The following insurance is required:

**a. Commercial Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

**b. Automobile Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of

Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

**c. Employer's Liability (Stop Gap)**

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

**d. Professional Liability**

The Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Contractor shall provide the City with a certificate of insurance as proof of professional liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract. If insurance is on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to it.

If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the Contract.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and the City, its officers, elected and appointed officials, employees, agents, attorneys and volunteers, Contractor's liability hereunder shall be limited to the extent of the Contractor's negligence.

**14. Severability**

The terms, provisions, covenants and restrictions of the Contract, including any modifications or supplements thereto, are severable. Notwithstanding any other language in this Contract, no provision of this Contract, including any modifications or supplements thereto, shall (a) prohibit action that must be taken to establish or maintain the City's eligibility for any federal program; or (b) require the City to act if such action may risk the City's eligibility for any federal program.

If any term(s), provision(s), covenant(s) or restriction(s) of the Contract, including any modifications or supplements thereto, or the application thereof (a) is held invalid, void or unenforceable; or (b) prohibits or requires action by the City that may affect or risk the City's eligibility for a federal program, said term(s), provision(s), covenant(s) and restriction(s) shall be ineffective and the remainder of the terms, provisions, covenants and restrictions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **15. Contract Documents**

This Contract, the Request for Qualifications and Proposals No. 12520QP Air Service Development and Consulting Services Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with Yakima City documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

#### **16. Termination**

##### Termination for Cause:

In the event the Contractor breaches this Contract, the City may terminate the Contract at its sole discretion in such event that it provides the Contractor with written notice of Contractor's breach and the Contractor fails to cure its breach within 30 days of this notice.

In the event of the City breaches this Contract, the Contractor may terminate the Contract at its sole discretion in such event that it provides the City with written notice of City's breach and the City fails to cure its breach of the Contract within 60 days of this notice.

The following represents a non-exclusive, illustrative list of instances that shall be considered a breach by the Contractor:

- a. Defaults on an obligation under the Contract.
- b. Fails to perform any material obligation required under the Contract.
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.
- d. Allow any final judgment not to be satisfied or a lien not to be disputed after a legally imposed, 30-day notice.
- e. Makes an assignment for the benefit of creditors.
- f. Fails to follow the sales and use tax certification requirements of the State of Washington.
- g. Incurs a delinquent Washington tax liability.
- h. Becomes a State or Federally debarred Contractor.
- i. Is excluded from federal procurement and non-procurement Contracts.
- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract.
- k. Fails to maintain the confidentiality of the City information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information.
- l. Contractor performance threatens the health or safety of a City, County or municipal employee; or

#### Termination for Convenience:

The City may terminate the Contract, without cause, by providing 30 days written notice of termination. In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the City, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the City, the Contractor may be compensated for the actual service hours provided. The City shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

#### Change in Funding:

In addition to the above termination provisions, if the funds upon which the City relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the City may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

### **17. Dispute Resolution**

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

### **18. Re-Award**

When the contract is terminated by the Contractor upon providing the written notice as herein required, the City, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer within 120 days from original award.

When a Contractor is unable to supply goods and/or services to the City and is in breach of the contract, or when the contract is terminated by the City for cause as herein provided, the City reserves the right to re-award the contract to the next most responsible Proposer within 120 days from original award.

### **19. Substitution**

The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the City Manager, or pursuant to Section 51 below entitled "Change or Notice". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the City.

### **20. Contractor Shall Furnish**

Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in **Exhibit A**, in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "(Services)."

## **21. Complementary Provisions**

All provisions of this Contract are intended to be complementary, and any services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the services that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the services, without any increase in the compensation otherwise payable under this Contract.

## **22. Invoices**

The City will make its best efforts to pay each of Contractor's invoices within thirty (30) days after the City's receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the City. The City will notify the Contractor promptly if any problems are noted with the invoice. To ensure prompt payment, each invoice should cite purchase order number, RFP number, description of item purchased, unit and total price, discount term and include the Contractor's name and return remittance address.

Contractor will mail invoices to the City at the following address:

Yakima Air Terminal-McAllister Field  
Robert Hodgman, Airport Director  
2406 W. Washington Ave, Suite B  
Yakima, WA 98903

## **23. Prime Contractor**

Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.

## **24. Delegation of Professional Services**

The services provided herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the City. Any such delegation or subcontracting without the City's prior written consent shall be voidable at the City's option.

No delegation of subcontracting of performance of any of the services, with or without the City's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").

Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the City. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the City provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

Contractor shall perform the services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.

#### **25. Licenses**

If applicable, Contractor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/RFP/quote.

Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the services.

#### **26. Removal of Subcontractor**

If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the City may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.

#### **27. Taxes and Assessments**

Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the City is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

The City and its agencies are exempt from payment of all federal excise taxes and, but not sales tax (currently at 8.3%). Tax will not be considered in determining which proposal is the lowest or best, however RCW 39.30.040 allows the City to take any sales tax and B&O tax that is or will be received from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

#### **28. Contractor Tax Delinquency**

Contractors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

#### **29. Inspection: Examination of Records**

The Contractor agrees to furnish the City with reasonable periodic reports and documents as it may request and, in such form, as the City requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter are to be covered by this Agreement.

The records relating to the services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City with sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

### **30. Recordkeeping and Record Retention**

The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

### **31. Confidential, Propriety and Personally Identifiable Information**

Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of City for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the City in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the City, as directed.

Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract and shall return or destroy said Confidential Information as directed by the City in writing.

Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the City shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

### **32. Suspension of Work**

The City may suspend, in writing, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the City's control are interfering with normal progress of the Service. The Contractor may suspend, in writing by via email or certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond Contractor's control are interfering with normal progress of the Service. The Contractor may suspend Service on the Project in the event the City does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the Service shall be extended by the number of days the Service is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate the Service on the suspended portion of Project in accordance with Section 16.

### **33. Provision of Services**

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the City's satisfaction; the City decision in that regard shall be final and conclusive. The City may inspect, observe and examine the performance of the services performed on the City premises at any time. The City may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

- a. If the City notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the City's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the City specifies. This remedy shall be in addition to any other remedies available to the City by law or in equity.
- b. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and City work rules.

### **34. Assignment**

This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.

### **35. No Conflict of Interest**

Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

### **36. Contract Preservation**

If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

### **37. Promotional Advertising / News Releases**

Reference to or use of the City, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

### **38. Time is of the Essence**

Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.

### **39. Expansion clause**

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item/service normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service. At any time during the term of this contract, other City departments may be added to this contract, if both parties agree.

#### **40. Patent Infringement**

The contractor selling to the City the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the City (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

#### **41. Ownership**

All material produced as a result of this Contract shall be the exclusive property of the City. Additionally, the City shall have unrestricted authority to reproduce, distribute, and use any submitted report, template, data, or material, and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.

#### **42. Access and Review of Contractor's Facilities**

The City may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor's Subcontractor upon request and reasonable notice during the term of the Contract and Contract renewals/extensions.

#### **43. Notice of Change in Financial Condition**

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

#### **44. Facility Security**

The City may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the secure facility's security rules and procedures. The City reserves the right to search any person, property, or article entering its facilities.

#### **45. Waiver of Breach**

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

#### **46. Integration**

This Contract, along with the City of Yakima's RFQP 12520QP Air Service Development and Consulting Services and the Contractor's response to the Request for Qualifications and Proposals ("RFQP"), represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

#### **47. Force Majeure**

Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the City immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

**48. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

**49. Venue**

The venue for any judicial action to enforce or interpret this Contract shall lie in a court of competent jurisdiction in Yakima County, Washington.

**50. Authority**

The person executing this Contract, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

**51. Change or Notice**

Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes:

Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. The Contractor shall notify the City in writing as soon as possible, and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will affect services provided to the City under this Contract.

The City shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the City, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary.

Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

**TO CITY**

Robert Hodgman, Airport Director  
Yakima Air Terminal-McAllister Field  
2406 W. Washington Ave. Suite B  
Yakima, WA. 98903

**COPY TO:**

Susan Knotts, Buyer II  
City of Yakima, Purchasing  
129 N. 2<sup>nd</sup> Street  
Yakima, WA. 98901

**TO CONTRACTOR:**

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**52. Survival**

The foregoing sections of this Contract, 2-51 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

**IN WITNESS WHEREOF**, the parties hereto execute this Contract as of the day and year first above written.

**CITY OF YAKIMA**

**CONTRACTOR**

\_\_\_\_\_  
Victoria Baker, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
City Clerk

**List of Exhibits attached to this Agreement**

Exhibit A – RFQP Specifications

Exhibit B – Deliverables and Payment Schedule

## **EXHIBIT A**

### **12520QP AIR SERVICE DEVELOPMENT AND CONSULTING SERVICES** RFPQ Specifications

## **EXHIBIT B**

### **12520QP AIR SERVICE DEVELOPMENT AND CONSULTING SERVICES** Consultant Deliverables and Payment Schedule