

REQUEST FOR PROPOSALS
EMPLOYEE HEALTH AND WELFARE BENEFITS
BROKER SERVICES
SPOKANE INTERNATIONAL AIRPORT



Issued By:

Spokane Airport Board
9000 W. Airport Drive, Suite 204
Spokane, WA 99224

March 12, 2017



REQUEST FOR PROPOSALS EMPLOYEE HEALTH & WELFARE BENEFITS BROKER SERVICES

Spokane International Airport

The Spokane Airport Board (“Board”) is seeking written proposals from experienced and qualified insurance brokers desiring to provide employee health and welfare benefits management. The Broker will propose the most advantageous placement of insurance coverage, including but not limited to the terms and conditions of coverage, continuity and cost. In addition, the Broker must be capable of providing a full range of value-added services, including but not limited to, those outlined in the Scope of Services section.

Spokane International Airport, Felts Field Airport and the Airport Business Park (hereinafter collectively referred to as Spokane Airports) are jointly owned by the City and County of Spokane and are operated by the Board as an independent public agency. Spokane Airports is financially independent and self-sufficient with revenues generated from leases, fees, and concession agreements.

This document outlines the prerequisites, selection process and documentation necessary to submit a proposal for the requested services. Negligence or omission on the part of the Proposer in preparing any portion of the proposal confers no right to withdraw or make changes, additions, or deletions to the proposal after the proposal submission deadline.

0.0 GENERAL REQUIREMENTS

0.1 Sealed Proposals

Sealed proposals, one (1) original (un-bound), six (6) copies and one (1) copy in acrobat/pdf format, shall be submitted **by 2:00 p.m. Pacific Time (PT) on April 10, 2017 and delivered to:**

Spokane International Airport
“Request for Proposals – Employee Health & Welfare Benefits Broker Services”
9000 West Airport Drive, Suite 204
Spokane, Washington 99224

Any proposal received after 2:00 p.m. (PT) on April 10, 2017, shall be deemed late and non-responsive and shall be returned unopened to the Proposer.

All proposals will be date and time stamped upon receipt by Airport staff and shall be opened after 2:00 p.m. (PT) on April 10, 2017. All documents and information listed on Exhibit C – Proposal Checklist must be submitted in a sealed envelope that is clearly marked: “Request for Proposals – Employee Health & Welfare Benefits Broker Services.” It will be the sole responsibility of Proposers to ensure proposals are delivered to Spokane International Airport by the appointed date and time. The Airport will not be liable for delays in delivery of proposals due to handling by the U.S. Postal Service, courier services, overnight carriers, or any other type of delivery service. Late proposals will be returned to the Proposer unopened. All responsive proposals become the property of the Airport and must be provided without cost to the Airport.



Further, each Proposer agrees that all information, data, documentation and material submitted or provided by the Proposer shall become the property of the Airport and it shall not be returned to the Proposer. All information, data, documentation and material submitted shall be considered public information and may be made available for inspection in accordance with Chapter 42.56 RCW.

The Airport reserves the right to reject any and all proposals, to waive minor informalities and irregularities in the proposal submission process, to request additional information and data from any or all proposers, to supplement, amend or otherwise modify the RFP prior to the closing date and time, to cancel this request with or without the substitution of another RFP, to reissue the RFP, or to accept a proposal which is considered to be in the best interest of the Airport.

Upon selection of a successful Proposer (hereafter referred to as “Broker”), the Agreement to be executed shall be in the form of the attached Sample Employee Health & Welfare Broker Services Agreement (“Agreement”)(Exhibit B) and shall be in accordance with Section 8.0 – Scope of Services. This RFP, any addenda thereto and the successful Proposer’s proposal shall be incorporated in and become a part of the final Insurance Broker Services Agreement.

By submittal of a proposal pursuant to this RFP, the Proposer certifies that no fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative or official in order to procure the Agreement described in this RFP.

Proposals must conform to the requirements stipulated in this RFP. By submitting a proposal, each Proposer agrees that the proposal represents a firm offer to the Airport and that such offer shall remain open for acceptance until an Insurance Broker Services Agreement is executed by the Airport or for a period of no less than one hundred twenty (120) days from the date submitted, whichever occurs first.

Written proposals must include sufficient information to evaluate the following criteria:

- Proposer’s previous and current experience providing broker services consistent with Section 8.0 – Scope of Services;
- Qualifications of Personnel;
- Ability to satisfactorily perform the minimum service and operational requirements;
- Evidence of financial stability;
- Proposed fee(s) as provided by Proposer; and
- Ability of Proposer to meet Airport’s minimum insurance requirements.

All Proposers must have experience in providing insurance broker services and must agree to the terms and conditions in the Agreement provided by the Airport Board.

There will be no “formal” proposal opening for this RFP. Proposals will be opened and evaluated, after the published ***proposal submission deadline of 2:00 p.m. PT on April 10, 2017***, at the Spokane International Airport Administration office, Suite 204, Spokane, Washington 99224. The Administration office is on Second Floor of the Main Terminal, above the Southwest Ticket Counter.



0.2 Withdrawal of Proposal

No proposal may be withdrawn after it has been submitted to the Airport unless the Proposer makes a request for withdrawal in writing and the request is received by the Airport prior to the proposal submission deadline of 2:00 p.m. PT, April 10, 2017. No proposal may be withdrawn after the proposal submission deadline of April 10, 2017 for a period of one hundred twenty (120) days.

0.3 Equal Employment Opportunity

Spokane Airport is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in consideration of a contract award. The successful Proposer will be required to comply with all federal, state, and local laws and regulations.

0.4 Prohibition Against Lobbying

The Proposers, the Proposer’s acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Airport Board or staff, its associated City and County representatives outside advisors, or any federal, state, or local elected or public officials to lobby or arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written proposal.

0.5 Anticipated Solicitation Schedule

The following anticipated schedule has been established for this selection process:

<u>Scheduled Item</u>	<u>Scheduled Date</u>
Advertised	March 12; March 15; and March 19, 2017
RFP posted on Airport website (www.spokaneairports.net)	March 12, 2017
Question/clarification deadline	March 29, 2017 (12:00 p.m. PT)
Final addenda (if any) posted on Airport website	March 31, 2017 (2:00 p.m. PT)
Response deadline	April 10, 2017 (2:00 p.m. PT) Main Terminal, Suite 204, Administration
Interviews and Final Evaluation (if necessary)	April 18 – 21, 2017
Review with the Board Finance Committee	May 17, 2017
Agreement Approved by Board	May 25, 2017

The Board reserves the right to modify the anticipated solicitation schedule.



0.6 Questions, Inquiries and Airport Contact

The Airport is committed to providing all interested parties with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. To this end, from the date of this RFP through award of the Agreement, the Airport contact is:

Michelle Plunkitt, SPHR
Human Resource Director
9000 West Airport Drive, Suite 204
Spokane, Washington 99224
(509) 455-6409
E-mail: mplunkitt@spokaneairports.net

All questions from Proposers must be submitted in writing, electronically, to mplunkitt@spokaneairports.net no later than 12:00 p.m. PT March 29, 2017 (question/clarification deadline). It will be the sole responsibility of Proposers to ensure questions are submitted in a timely manner. Addendums to this RFP (if any), to provide clarification of written questions submitted by Proposer's, shall be posted on the Airport's website no later than March 31, 2017 (Final Addenda). Receipt of addenda (if any) must be acknowledged on the Proposal Form that must be submitted with the proposal (see Exhibit A – Proposal Form).

Oral communications and emails from the Airport Board, its staff, agents, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Board and shall in no way modify any provision of the RFP. Only formally issued addenda shall modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address: <http://business.spokaneairports.net/rfp>. Proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the addenda, you may contact the Airport contact noted in this Section.

1.0 BACKGROUND INFORMATION

1.1 Purpose of the Project

It is the Board's intent to contract for services with one (1) Employee Health & Welfare Benefits Broker ("Broker") to assist the Board in developing its employee health and welfare benefits program for a period of up to three (3) years. The selected Broker will be expected to provide a full range of services, including but not limited to, advising on and placing the Board's insurance coverages, assisting Board's staff with insurance related issues and providing detailed, written insurance coverage recommendations, to be approved by the Airport Chief Executive Officer.

Insurance coverages to be placed on behalf of the Board include, but are not limited to medical, dental, disability, and life.

The selected Broker will be expected to maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current on the changes in insurance law, meet with Board staff and be fully prepared to address the Board's interests and needs in terms of products and services. As part of this process, the Board may interview and approve the individual proposed by the Broker to manage the Board's account ("Account Manager").



Additional provisions are included in the Agreement which is attached hereto and made a part hereof. The Agreement will incorporate the selected Broker's proposal, the Request for Proposals and other pertinent requirements and details.

No Broker shall contact insurance markets on behalf of the Board prior to the selection of the Broker by the Board. Brokers who contact insurance markets prior to selection will be immediately disqualified from consideration.

2.0 MINIMUM REQUIREMENT

2.1 Minimum Experience, Service and Operational Requirements of the Broker and Account Manager

The following minimum requirements have been established as a basis for determining the eligibility of the Broker and the assigned Account Manager. A proposal will be considered non-responsive if sufficient documentation is not provided to determine whether the Broker and the Account Manager meet the following minimum requirements:

2.2 Broker:

- The Broker has and maintains an office in the State of Washington; and
- The Broker is authorized to do business in the State of Washington; and
- For Medical Insurance:
The Broker has acted as a broker placing medical insurance for a Washington airport, Washington governmental entity or a Washington corporation with employee count of at least 100 employees for at least two (2) policy years during the five (5) years prior to the date of this RFP that meet said threshold; and

2.3 Account Manager

- The Account Manager must have a current State of Washington Insurance License.

3.0 TERM

3.1 Term

- A. The term of the Agreement shall be three (3) years commencing on June 1, 2017 and ending on May 31, 2020. The successful Broker will market the Board's expiring insurance coverages and will provide the Board's staff with final insurance coverage proposals no later than August 16, 2017. Insurance placements will be approved by the Board at the September 2017 Board meeting. The Board may, without cause and at its sole discretion, terminate the Services Agreement by giving 90 days' written notice to the Broker.
- B. The Board shall have the option, at its sole discretion, to extend this Agreement for two (2), one (1) year period(s) subject to negotiation of fees.



4.0 FEES/PAYMENT OF PREMIUMS

4.1. Fees and Payment of Premiums

- A. Payment to the successful Broker for the performance of the services specified herein, including labor, materials, transportation and other such services, shall be a fixed fee only. No other charges shall be allowed.
- B. The Broker's fee will be paid monthly. The Broker's first payment shall be made upon placement or assumed responsibility of the coverage which shall occur on June 1, 2017.
- C. All premiums shall be payable according to the terms and conditions of the insurance policy or contract.
- D. All premium refunds shall be paid immediately by the Broker to the Board upon receipt of the refund by the Broker.
- E. The Broker shall not accept any payment other than the fixed fee paid by the Board for placing the Board's coverage. The Broker must disclose and remit to the Board all standard commissions received as a result of coverage placed on behalf of the Board.

5.0 SUBMISSION OF REQUIREMENTS

5.1 Proposal Format and Content

The Board has made every effort to include enough information within this RFP for a Proposer to prepare a responsive proposal. Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposers are further advised that lengthy or wordy submissions are not necessary.

Proposals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer and should be marked with the name of this RFP as indicated on page 1 of this RFP.

Proposals must be organized in the following order:

Table of Contents; Cover Letter; Executive Summary; Minimum Qualifications; Experience/Personnel Qualifications/Reference and Fee Structure.

Proposers must answer all questions completely and accurately and furnish all required information, data, documentation, and material. Failure to do so may result in disqualification of the Proposer and/or rejection of a proposal. Notwithstanding these submittal requirements, the Board reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposals.

Broker shall carefully review and address all of the evaluation factors outlined in this RFP. In order to be considered, Broker must be able to demonstrate that it meets the minimum qualifications established in this RFP and has the ability to provide the required services as listed in Section 8.0 Scope of Work. Failure to provide documentation necessary to demonstrate that the Broker meets the minimum qualifications will cause the proposal to be rejected as non-responsive.



Proposals must be formatted on 8½” by 11” paper using a minimum 12 point type size. Tabs must be utilized to separate each section of the proposal. If bound, proposals must be bound on the long (left) side of the paper. The original proposal must be un-bound. The proposal must also be provided in an acrobat, pdf format. Proposals that contain erasures or alterations may be rejected.

5.2 Table of Contents

Proposals should contain a Table of Contents. The Table of Contents outlines in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

5.3 Cover Letter

Each Proposer must submit a cover letter identifying the name and address of the proposing entity. The original proposal must be signed in ink by an authorized representative of the proposing entity who is authorized to execute contractual agreements and/or commitments on behalf of the Proposer.

5.4 Executive Summary

Each proposal must contain an executive summary that summarizes the key elements of the proposal. Additionally, included in the executive summary, must be a statement that explains why the Proposer would be the best choice for the Board. The following information must also be provided:

- Name and address of the proposing entity (or entities)
- Telephone number(s)
- Legal structure of the organization (sole proprietor, partnership, joint venture, corporation)
- Name(s) of key individuals authorized to conduct business for the Proposer

5.5 Minimum Qualifications

The following information must be provided to determine if the Broker meets the minimum qualifications for this RFP:

- A. Broker’s office address in the State of Washington.
- B. A copy of the Broker’s License to do business in the State of Washington.
- C. For Medical Insurance:
 - Provide documentation that the Broker has acted as a broker placing medical insurance for a Washington airport, Washington governmental entity or a Washington corporation or business entity with at least 100 employees for at least two (2) consecutive policy years during the five (5) years prior to the date of this RFP.
- D. A copy of the Account Manager’s current State of Washington Insurance License.
- E. Account Manager’s office location address.



6.0 EXPERIENCE/PERSONNEL QUALIFICATIONS/REFERENCES/ INFORMATION

6.1 Broker Qualifications and Experience

This section provides each Proposer an opportunity to outline its experience and the qualifications of its personnel. Proposer may include information in this section which differentiates its company and proposal from the other Proposers. Information provided should be concise and applicable.

Provide the following information:

- A. Provide the number of years Broker has been operating in the State of Washington.
- B. Describe the Broker's local size and number of local staff.
- C. List the insurance markets the Broker can access.
- D. Provide an explanation of the Broker's experience in the airport industry, or with government entities and Washington corporations or business entities with at least 100 employees.
- E. List the Broker's national networks and contacts.
- F. Provide any litigation or administrative proceeding in which the Broker was a party to in any matter related to the broker's professional activities during the five (5) years prior to the date of this RFP. Provide information regarding any pending litigation, investigations, or proceedings related to the professional activities of the broker, addressed by a state agency or court of law.
- G. Provide detailed insight and a description of the insurance program that the Board will likely obtain in the current insurance market. Include a discussion on probable program structure, potential savings/increases over current rates, and market trends.
- H. List additional services offered by the Broker that may be of interest or benefit to the Board.

6.2 Account Manager Qualifications and Experience

Provide a resume of the Account Manager that, at a minimum, includes the following information:

- A. Educational background that includes specific steps taken to remain current with trends in the insurance industry.
- B. Work experience that includes all past employment, number of years as an Account Manager in the insurance field and length of time in current position.
- C. Explanation of personal knowledge of insurance markets.
- D. List three client references for programs that have achieved measurable positive results due to the Account Manager's evaluation of the firm's insurance needs and describe such results.
- E. Description of the Account Manager's personal book of business, including, at a minimum, the following:
 - 1. Number of accounts the Account Manager is responsible for;
 - 2. Types of accounts; and
 - 3. How the Board's account compares in size and scope to the Account Manager's other clientele.



- F. Explain steps used to assure that proper attention will be given to the Board's account as the Account Manager and Broker's book of business increases.
- G. List any governmental or airport clients similar to the Board that the Account Manager represents and provide references from such clients upon request.
- H. Description of experience in overseeing self or partially-insured clients.

6.3 Service Team Qualifications and Experience

Provide a resume for each service team member, including any members with experience servicing government entities and/or Washington corporations or business entities with at least 100 employees, involved in servicing the Board's account that, at a minimum, includes the following information on each individual:

- A. Educational background that includes specific steps taken to remain current with trends in the insurance industry.
- B. Work experience that includes all past employment and length of time in current position.
- C. Personal knowledge of insurance markets.
- D. Duties in servicing the Board's account.
- E. Physical location of the service team member.

6.4 Services and Approach to Servicing Account

Provide a written statement to describe each of the following:

- A. Broker's understanding, responsiveness and approach to the required services.
- B. Effectiveness of the Broker's proposed services.
- C. Broker's proposed service innovations.

7.0 FEE STRUCTURE

7.1 Fee Structure

Provide the following information:

- A. The Broker's proposed annual fee shall be fixed for the initial term of the Agreement.
- B. The Broker will disclose and remit all compensation (contingency fees, commissions or any other form) received by the Broker as a result of coverage placed on behalf of the Board.
- C. Provide a detailed explanation of any ancillary services which are not included in the annual fixed fee above.



8.0 SCOPE OF WORK

8.1 Services

The successful Broker must provide, at a minimum, the following services:

- A. Conduct strategic planning meetings to establish goals, priorities and identify areas of concern.
- B. Perform financial underwriting and claims analysis, including renewal analysis and negotiations, budget projections, funding levels and alternatives, large claims analysis and quarterly reporting of the plan's financial performance.
- C. Evaluate plan design in light of industry trends and labor market conditions, claims cost trends, alternative delivery systems and legal requirements. Evaluate eligibility, cost-sharing and benefit structure and network savings.
- D. Prepare Requests for Proposals and market insurance services and other employee benefit programs; analyze and make appropriate recommendations.
- E. Apprise the Airport of local and national trends and innovative ideas, and recommend new products, programs and services to ensure a competitive benefits plan.
- F. Review and analyze claims experience data, claims service, efficiency and accuracy of claims administration to ensure that the Airport is receiving optimum service and benefits from all carriers and vendors.
- G. Review on-going employee communications program, including a review of booklets, announcement materials and benefit statements. Assist the Airport with the initial and ongoing implementation and communication of the program or changes in the program; which include attending and presenting information at Open Enrollment meetings, as applicable and/or needed.
- H. Manage carrier/vendor relationships, review and advise on master contracts, review carrier service levels and compare to performance guarantees, resolve administrative issues, conduct periodic meetings as necessary.
- I. Assist in COBRA, HIPAA, DOL, and ERISA compliance and reporting to include Summary Plan Descriptions and other Plan Documents.
- J. Act as a technical resource and provide periodic updates on legislative developments and emerging trends.
- K. Evaluate in-house administration procedures including recommendations for improving services and efficiency through the use of technology.
- L. Be available to Airport staff during working hours and be able to provide contracted services outside the normal business working hours, when necessary, at no additional cost to the Airport. Meet with and provide reports as requested to Airport.

The Broker must possess and keep in force all licenses and permits required to perform these services.

8.2 Alternate Services

The Broker may propose additional services that Broker believes may be beneficial to the Board. The Board reserves the right to evaluate such proposed additional services on a case by case basis and to negotiate proposed costs for any such services if it is determined they should be provided.



8.3 Coverage

The following is provided as Broker information only. This is a general overview of the Airport’s current employee benefits program. This information is to be used in the preparation of your proposal only.

Type of Coverage	Carrier	Employees Enrolled	Start of Plan Year
Medical	Group Health Access PPO	85	Nov 1
Medical	Group Health HMO	0	Nov 1
Medical	LEOFF 1 Retirees	12	
Dental	Delta Dental of Washington	86	Nov 1
Short Term Disability	Mutual of Omaha	49	Jan 1
Long Term Disability	Mutual of Omaha	49	Jan 1
Life Insurance	Mutual of Omaha	99	Jan 1
Life Insurance (Voluntary)	Mutual of Omaha	40	Jan 1
Employee Assistance Program	Behavioral Health Organization	136	Jan 1
Cobra/HRA/FSA	Rehn & Associates	Varies	Jan 1
Other	Health Advocate	99	Jan 1

9.0 EXCEPTIONS

Broker(s) must thoroughly review the RFP, its attachments and the Agreement. In the event that a Broker desires to take exception to any term or condition set forth in the RFP, its addenda (if any), or the Agreement, said exceptions must be clearly identified on a separate page titled “EXCEPTIONS”.

- No, the Broker has no exceptions to the RFP, its addenda (if any), or the Agreement. (This means that the Broker, if selected, is prepared to sign the Agreement).
- Yes, the Broker has exceptions to the RFP, its addenda (if any), or the Agreement. Proposer shall include a list of exceptions to the RFP, if any

NOTE: If the Broker proposes changes in this Section to material terms of the RFP, its addenda (if any), or the Agreement, which are unacceptable to the Board, the requested changes may result in an inability to finalize an agreement.



10.0 REQUIRED ADDITIONAL DOCUMENTS

Exhibit A – Proposal Form

Exhibit A – Proposal Form, must be completed, signed and submitted with the proposal or the proposal will be deemed non-responsive.

11.0 PRE-PROPOSAL MEETING

A Pre-Proposal Meeting will not be held for this Request for Proposals.

12.0 INTERVIEWS

Interviews may be scheduled as part of the evaluation process at the discretion of the Committee. If the Broker is invited to interview with the Committee, the person identified in Section 2.0, as the Account Manager on this project, will play the lead role in the interview. Information from the interview, including content and style, will be part of the evaluation process, as will the reference verification. Each Broker selected for an interview shall not have more than four (4) representatives attend the interview process.

13.0 PROPOSAL SUBMISSION DEADLINE

One (1) original (un-bound), six (6) bound copies and one (1) copy in acrobat/pdf format of the proposal, responding to the information requested in this RFP must be received by the Board no later than the deadline noted on page 1 of this RFP. Proposals must be delivered to the address indicated on page 1 of this RFP.

14.0 RIGHTS RESERVED

Rights Reserved: The Board reserves the following rights:

1. To waive as an informality any minor irregularities in proposals and/or to reject any or all proposals.
2. To request additional information and data from any or all Proposers.
3. To supplement, amend, or otherwise modify the RFP through addenda issued.
4. To cancel this RFP with or without the substitution of another RFP.
5. To make such reviews and investigations as it considers necessary and appropriate for evaluation of the proposals.
6. To reject any proposal in the event that the Board's analysis of the Proposer's financial status and capacity indicates, in the Board's judgment, that the firm is not able to successfully perform the work.

15.0 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the Board in any way. The Board reserves the right to cancel the award without liability at any time before the Agreement has been executed by all parties. The



Board’s obligation will commence when the Agreement is executed by the Broker and subsequently approved by the Board.

16.0 AUTHORIZED SIGNATURE

The authorized representative signature required on all documents associated with this RFP, including the Agreement, must be made by an officer of the company.

17.0 ADMINISTRATIVE REQUIREMENTS

17.1 Cost of the Proposal

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

17.2 Public Disclosure

- A. Property of Airport: Proposals submitted to the Airport shall become the property of the Airport and shall not be returned to the Proposer.
- B. Proposals are Public Records: Pursuant to Chapter 42.56 RCW, proposals submitted under this RFP shall be considered public records and may be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, proposals shall be considered public documents and available for review and copying by the public after an award of Contract is made by the Airport.
- C. Public Records Exemption: Any proprietary information included in the proposal that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as “Confidential” in the proposal. In addition, the Proposer must provide the legal basis for the exemption to the Airport. By submitting a proposal, Proposer acknowledges that marking any portion of its proposal as “Confidential” may not prevent disclosure of any such portion of it proposal pursuant to Chapter 42.56 RCW.
- D. Proposals Not Marked as Confidential: If a proposal does not clearly identify the confidential portions, the Airport will not notify the Proposer that its proposal will be made available for inspection and copying.
- E. Process for Disclosing Information: If a request is made for disclosure of material or any portion marked “Confidential” by the Proposer, the Airport will determine whether the material should be disclosed or made available for inspection or copying under the law. If the Airport determines that the material is not exempt and is subject to disclosure, the Airport will notify the Proposer of the request and allow the Proposer three (3) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said



period, the Airport may release the portions of the proposal deemed subject to disclosure.

- F. Indemnification by Proposer: The Proposer agrees to fully indemnify, defend and hold harmless the Airport, the City and County of Spokane, their elected officials, agents and employees, from all damages, penalties, attorneys' fees and costs related to withholding information from public disclosure or disclosure of information in accordance with Chapter 42.56 RCW.
- G. No Claim Against Airport: By submitting a proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

17.3 Basic Eligibility

The successful Proposer must not be debarred, suspended, or otherwise ineligible to contract with the Airport.

17.4 Non-Discrimination

All Proposers will be afforded the full opportunity to submit proposals in response to this RFP. The Airport is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective firm on the basis of race, religion, color, sex, age, national origin, sexual orientation, or presence of any sensory, mental, or physical disability in the consideration of contract award. Successful proposer will be required to comply with all EEO, federal, state, and local laws and regulations.

17.5 Insurance /Indemnity & Waiver of Damages

- A. Insurance: Prior to execution of an Agreement for services under this RFP, the successful Proposer will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in the Airport's standard Broker Services Agreement (Exhibit B). The Broker shall be required to maintain Professional Liability insurance coverage in the minimum amount of \$5,000,000 per occurrence.
- B. Indemnity & Waiver of Damages: The successful Broker will hold the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, harmless from and against all suits, claims, demands, damages, actions and/or causes of action of any kind or nature in any way arising from Broker's performance under the Agreement and will pay all expenses in defending any claims made against the Board, the City and County of Spokane, their elected and appointed officials, agents and employees, as a result of Broker's performance under the Agreement, in accordance with Article 11 of the Agreement.

17.6 Binding Offer: A Broker's proposal, including Broker's fees, will remain valid for a period of 120 days following the proposal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the Broker has familiarized itself with the contents of this RFP.



17.7 **Authority:** Broker, its agents, employees and representatives must be authorized to conduct business under all laws, codes and regulations of the State of Washington, including the Office of the Insurance Commissioner. Broker must be fully authorized to provide insurance services to public entities and municipal corporations of the State of Washington.

17.8 **Compliance:** Broker shall comply with all Board, local, State and federal directives, orders, policies and laws as applicable to this RFP and subsequent Agreement.

17.9 **Collusion:** More than one proposal from the same Broker under the same or different names will not be considered. Reasonable grounds for believing that a Broker is submitting more than one proposal will cause the rejection of all proposals in which Broker is involved or affiliated. Proposals will be rejected if there is reason for believing that collusion exists among Brokers, and no participant in such collusion will be considered in any future proposals for the provision of services for the next six months following the date of the proposal submission.

18.0 GENERAL INFORMATION

18.1 **Proposal Evaluation and Selection Criteria:** Written proposals will be evaluated based upon the following criteria (the weighting or value associated with each element has been identified following the criteria to give Proposers an idea of the relative importance of each element to the Airport Board).

18.2 **Objective:** It is the Board's intention to solicit proposals from potentially qualified Brokers; to evaluate said proposals; to negotiate terms and fees; and to award an Agreement to the Broker whose proposal is determined to serve in the best interest of the Board.

18.3 **Evaluation and Recommendation:** An evaluation committee (“Committee”) will consist of Board representatives including senior level staff members. The Board reserves the right to request additional information and clarification of any information submitted, including any omission from the original proposal. All proposals will be treated equally with regard to this item.

The evaluation will be based on the comparative fulfillment of the criteria where 0 is non-responsive and 10 is the highest score. Total scoring is a mathematical extension of the criteria score times weight.

The following evaluation criteria have been established to determine which Broker will best contribute to the overall goals of the Board.

#	Element	Weight or Value
1	Organization-Qualifications and Experience	35%
2	Account Manager’s Qualifications and Experience	25%
3	Services and Approach to Servicing Account	10%
4	Fee Structure	20%
5	Interviews & References	10%



18.4 Selection: The final selection and approval of the successful Broker will be made by the Board in accordance with its competitive selection process. The Committee will evaluate proposals on the basis of the guidelines set forth in this RFP and will present its findings to the Board Finance Committee. The Agreement will be approved by the Board on or before May 25, 2017.

18.5 Negligence or omission on the part of the Broker or any party preparing any portion of the proposal confers no right to withdraw or make changes, additions, or deletions to the proposal after the proposal submission deadline.

18.6 The Board reserves the right to modify the solicitation schedule during the RFP process. Proposers are responsible for checking the website prior to submission of proposals for any addenda.

18.7 Agreement Execution: The Board will provide to the successful Broker two originals of the Insurance Broker Services Agreement for execution. The Broker agrees to deliver two duly executed original Agreements to the Board no later than 12:00 Noon, May 18, 2017.

19.0 ABOUT SPOKANE AIRPORT

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

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

Spokane International Airport is a 7,000 acre commercial service airport served by five airlines and two air cargo carriers. The airport processed nearly 3 million passengers and 69,218 U.S. air cargo tons in 2015. It is the second largest airport in the State of Washington and recognized by the FAA as a small hub.

Felts Field Airport is a 400 acre active General Aviation airport with over 250 based aircraft and 57 tenants. The airport has a Fixed Base Operator and avionics services available. The Airport has two paved runways and a turf landing strip as well as the ability to accommodate water landings on the adjacent Spokane River.

The Airport Business Park is an industrial and business park development that comprises 300 acres. Strategically located adjacent to the airport facilities and Interstate 90, it has 23 buildings and 17 tenants.



EXHIBIT A

PROPOSAL FORM

Name:

Address:

Date:

Proposed Broker Fee (Annual - The Broker's annual fee shall be fixed for the initial term of the Agreement):

\$ _____

Proposed Additional Services

Additional Services may be provided on a separate sheet.

Proposer is bound by its written proposal for a period of one hundred twenty (120) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Spokane Airport Board reserves the right to reject any and all written proposals.

Proposer asserts that they have thoroughly read, understand and acknowledge all aspects of this Request for Proposals and understand that they are bound by all aspects and provisions of this Request for Proposal and its contents.

The Proposer hereby agrees to enter into an Insurance Broker Services Agreement no later than May 22, 2017 with the Spokane Airport Board at Spokane International Airport under the terms and conditions as set forth in the Request for Proposal dated March 12, 2017.

The Proposer Acknowledges Receipt of Addendum(s), if any:

Acknowledgment of Addendum(s) if any, is hereby made;

Addendum # 1 _____

Addendum # 2 _____

Attest:

Title: _____

Witness:

Proposer:

Title: _____



EXHIBIT B

SAMPLE BROKER SERVICES AGREEMENT



EXHIBIT C PROPOSAL SUBMISSION CHECKLIST

In addition to the cover letter and executive summary, the following information/documents must be submitted as part of the sealed written proposal in order for the proposal to be considered. **(Please checkmark items below included in or with the written proposal and sign acknowledgment)**

- Exhibit #A - Proposal Form:
 - Fees Proposed by Proposer
 - Acknowledgement of Addendums (if any)
- Identification of Proposer
- Qualifications and Experience
- Financial Information
- Management and Operational Plan
- Acknowledgement of Terms and Conditions of Sample Broker Services Agreement

PLEASE ACKNOWLEDGE ABOVE INFORMATION/DOCUMENTS ARE INCLUDED IN OR WITH THE WRITTEN PROPOSAL

X _____
Authorized Signer

X _____
Date