

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



Issued By:

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

March 3, 2023



REQUEST FOR PROPOSALS EMPLOYEE HEALTH & WELFARE BENEFITS BROKER SERVICES

Spokane Airport Board

The Spokane Airport Board (“Airport”) 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

01. 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 March 28, 2023 and delivered to:**

Spokane Airport Board
c/o Michelle Plunkitt, Director of Human Resources
“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 March 28, 2023, 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 March 28, 2023. 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 assigned to perform the Scope of Services as well as Qualifications of Key Personnel in the Proposers firm or company;
- Ability to satisfactorily perform the minimum service and operational requirements;
- Evidence of financial stability;
- Examples of providing similar services to public sector employers
- 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 March 28, 2023**, 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 Airlines 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, March 28, 2023. No proposal may be withdrawn after the proposal submission deadline of March 28, 2023 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, gender identity, 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>
RFP posted on Airport website (www.spokaneairports.net)	March 3, 2023
Advertised	March 5 and March 12, 2023
Question/clarification deadline	March 16, 2023 (2:00 p.m. PT)
Final addenda (if any) posted on Airport website	March 21, 2023 (2:00 p.m. PT)
Response deadline	March 28, 2023 (2:00 p.m. PT) Main Terminal, Suite 204, Administration
Interviews and Final Evaluation (if necessary)	April 3 – 7, 2023
Review with the Board Finance Committee	April 12, 2023
Agreement Approved by Board (anticipated)	April 20, 2023

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



0.6 Questions, Inquiries and Airport Contact

The Airport Board 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 staff contact is:

Michelle Plunkitt, SPHR
Director of Human Resources
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 16, 2023 (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 21, 2023 (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 Airport 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 Airport 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 Airport 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 Airport Board's interests and needs in terms of



products and services. As part of this process, the Airport Board may interview and approve the individual proposed by the Broker to manage the Airport 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 Airport 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, 2023 and ending on May 31, 2026. During the first year of the Agreement, the successful Broker will market the Airport Board’s expiring insurance coverages and will provide the Airport Board’s staff with final insurance coverage proposals no later than August 16, 2023. Insurance placements are typically scheduled to be approved by the Airport Board at their September regular meetings in each year. The Airport Board may, without cause and at its sole discretion, terminate the Services Agreement by giving 90 days’ written notice to the Broker.



B. The Airport 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 and any other terms and conditions that in the sole judgment of the Airport Board need to be added, deleted or modified in order to accomplish the needs and objectives of the organization.

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, 2023.

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 Airport 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



Airport 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 Airport 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 nearest regional or local office and number of regional or local staff. For the purposes of this RFP local will be considered any location within Spokane County and regional will be considered any location outside of Spokane County.
- 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 a list of 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 Airport 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. Provide specific examples of success in maximizing benefits and minimizing costs of benefits for employers.
- I. Provide specific examples of successful implementation of wellness programs for employers.
- J. List additional services offered by the Broker that may be of interest or benefit to the Airport 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 Airport 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 Airport 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 Airport 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 Airport 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 Board staff 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 Board staff 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 Airport Board staff 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 Board 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 Airport Board. The Airport 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	Kaiser Permanente Core	8	Nov 1
Medical	Kaiser Permanente Core HDP	1	Nov 1
Medical	Kaiser Permanente Access PPO	45	Nov 1
Medical	Kaiser Permanente Access PPO HDP	22	Nov 1
Medical	LEOFF 1 Retirees	11	Nov 1
Dental	MetLife	89	Nov 1



Short Term Disability	Mutual of Omaha	51	Jan 1
Long Term Disability	Mutual of Omaha	51	Jan 1
Life Insurance	Mutual of Omaha	99	Jan 1
Life Insurance (Voluntary)	Mutual of Omaha	40	Jan 1
Life Insurance/Long Term Care (Voluntary)	Allstate	31	Nov 1
Employee Assistance Program	Behavioral Health Organization	131	Jan 1
Cobra/HRA/FSA	PeakOne	Varies	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 by a Selection Committee may be scheduled as part of the evaluation process at the discretion of the Airport Board. If the Broker is invited to interview with the Selection 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 Airport 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 Airport Board's analysis of the Proposer's financial status and capacity indicates, in the Airport 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 Airport Board in any way. The Airport Board reserves the right to cancel the award without liability at any time before the Agreement has been executed by all parties. The Airport Board's obligation will commence when the Agreement is executed by the Broker and subsequently approved by the Airport 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.

C. 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.

D. 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 Board 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 Board.

17.4 Non-Discrimination

All Proposers will be afforded the full opportunity to submit proposals in response to this RFP. The Airport Board 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 Board’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 Airport 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 Airport 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 Airport 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 Airport 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 Airport Board.



18.3 Evaluation and Recommendation: A Selection Committee (“Committee”) may consist of Airport Board representatives including senior level staff members. The Airport 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 Airport Board in accordance with its competitive selection process. The Committee intends to evaluate proposals on the basis of the guidelines set forth in this RFP and tentatively plans to present its recommendation to the Airport Board Finance Committee followed by a tentative consideration by the Airport Board on or before April 20, 2023.

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 Airport 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 Airport Board no later than 12:00 Noon, April 14, 2023.

19.0 ABOUT SPOKANE AIRPORT

Spokane Airports is jointly owned by Spokane County and the City of Spokane. The city and county operate the airports under provisions of RCW 14.08, which establishes the operation of airports by more than one municipality under joint agreement. The operating authority of Spokane Airports is the Spokane Airport Board, consisting of seven appointees from the two governmental bodies. The Airport Board annually oversees a capital and operating budget of approximately \$118 million from various funding sources.



The Airport Board operates three facilities: Spokane International Airport, Felts Field Airport, and the Airport Business Park, as well as has a Grant of Authority to operate Foreign-Trade Zone #224.

Spokane International Airport is a 6,000-acre commercial service airport served by six major airlines and three air cargo carriers. In 2021 the Airport handled 3,280,062 total passengers and 76,569 U.S. air cargo tons. The Airport provides employment for over 3,000 people and has an annual direct and indirect economic impact of \$3 billion on the Spokane region.

Felts Field is a 400-acre general reliever airport that had 71,732 aviation operations in 2021 and is home to over 200 aircraft and nine commercial tenants. 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 540 acres. Strategically located adjacent to the airport facilities and Interstate 90, it has 19 buildings and 8 tenants.



EXHIBIT A

PROPOSAL FORM

Name: _____

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

Address: _____

Proposed Additional Services
Additional Services may be provided on a separate sheet.

Date: _____

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 April 20, 2023 with the Spokane Airport Board at Spokane International Airport under the terms and conditions as set forth in the Request for Proposal dated March 1, 2023.

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

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

Addendum # 1 _____
Addendum # 2 _____

Attest: _____

Proposer: _____

Title: _____

Title: _____

Witness: _____



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

EMPLOYEE HEALTH AND WELFARE BENEFITS

BROKER SERVICES AGREEMENT

BETWEEN

SPOKANE AIRPORT BOARD

AND

[BROKER]

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**EMPLOYEE HEALTH AND WELFARE BENEFITS
INSURANCE BROKER SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 20th day of April, 2023, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport" and _____, a _____ organized and existing under the laws of the State of _____, hereinafter referred to as "Broker";

WITNESSETH:

WHEREAS, the Airport Board is the administrator of Spokane International Airport, Felts Field Airport and the Spokane International Airport Business Park, hereinafter collectively referred to as "Spokane Airport", and operates the same for the promotion, accommodation and development of air commerce and transportation and commercial and industrial purposes; and

WHEREAS, on March 3, 2023, the Airport published a Request for Proposals for Employee Health and Welfare Benefit Broker Services, hereinafter referred to as "RFP" and incorporated herein by this reference; and

WHEREAS, the Airport received proposals on or before March 28, 2023, and has selected a Broker; and

WHEREAS, the Airport desires to enter into an Employee Health and Welfare Benefits Broker Services Agreement with Broker, hereinafter referred to as "Agreement", granting the Broker the right to provide professional, insurance brokerage services to Spokane Airport; and

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

1. TERM

A. The term of this Agreement shall be three (3) years commencing June 1, 2023 and ending May 31, 2026 unless sooner terminated or cancelled as herein provided.

B. The Airport shall have the option to renew this Agreement for two (2) additional one (1) year terms, provided that the work performed under this Agreement has been fully satisfactory as determined solely by the Airport. Such option shall be under the same terms and conditions contained herein except for the financial consideration, which shall be renegotiated as set forth in Article 3 - COMPENSATION, Paragraph B below. Said option may be exercised by written notice from the Airport to the Broker not later than ninety days (90) days prior to the expiration of the current term.

2. SCOPE OF WORK

The Broker agrees to provide professional employee health and welfare insurance broker and consulting services for the marketing, placement and management of the Airport's Employee Insurance program and other insurance related services, including but not limited to those outlined in the RFP, Section 8.1 – Services. This Agreement is subject to the terms and conditions set forth herein and as stated in the RFP attached hereto and made a part hereof and as outlined below. In the event of a conflict between this Agreement and the RFP, the terms of this Agreement shall prevail.

3. COMPENSATION

A. As consideration for the services to be performed as outlined in the RFP, the Airport agrees to pay the Broker an annual fee in the amount of \$[FEE]. Broker agrees to submit an itemized billing to the Airport on a monthly basis.

B. Annual Fee quoted shall be firm for the initial term of the Agreement. If said option(s) to renew, as outlined in Article 1 – TERM, Paragraph B, is exercised by the Airport, acceptance of a fee change for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within ninety (90) days prior to the expiration of the current term, said option shall be null and void. Agreement on any price change shall remain firm for the renewal period.

C. All premium refunds shall be paid immediately by the Broker to the Airport upon receipt of the refund by the Broker.

D. The Broker shall not accept any payment other than the fixed fee paid by the Airport for placing the Airport's coverage. The Broker must disclose and remit to the Airport all standard commissions received as a result of coverage placed on behalf of the Airport.

E. The Airport reserves the right to add to or delete from the scope of work specified in the RFP, by giving written notice to Broker. Broker's compensation for additional services shall be mutually agreed to by the parties prior to Broker providing additional services.

F. Broker shall bear all expenses required to perform services pursuant to this Agreement.

4. AGREEMENT DOCUMENTS

The Request for Proposals and any addenda(s) thereto, published in connection herewith and the Broker's Proposal shall all form a part of the Agreement between the parties hereto.

5. BROKER'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

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

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

C. Broker shall be obligated to perform services for the Airport under the terms and conditions of this Agreement and as further specified in the RFP.

6. PERSONNEL

Broker agrees to assign competent, fully trained professionals to perform the services required under this Agreement and shall use its best efforts to ensure continuity of personnel assigned to perform said services.

7. NON-PERFORMANCE

A. Broker shall perform all work to the satisfaction of the Airport and whose appraisal and acceptance of the work shall be a precedent to any payment made by the Airport under this Agreement.

B. In the event of any dispute under this Agreement, the decision and judgment of the Airport shall be final and binding.

8. TERMINATION

A. In addition to any other rights and remedies allowed by law and this Agreement, either party may terminate this Agreement with or without cause, by giving ninety (90) days advance, written notice. Such termination shall be effective as of the date specified in the written notice.

B. Upon termination of this Agreement, Broker may be compensated only for services actually performed and accepted by the Airport. Broker shall not be entitled to any compensation for contractual damages, including but not limited to, expected lost profits, office overhead, loss of productivity or any other consequential or incidental damages arising from the termination of this Agreement.

C. Upon termination of this Agreement, Broker shall immediately deliver to the Airport all property belonging to the Airport, whether given to the Broker by the Airport or prepared by Broker in the course of rendering the services under this Agreement, including but

not limited to all work then in progress and all material that contains proprietary information, subject to the retention provisions of applicable Washington State law.

9. PROPRIETARY INFORMATION

The Broker's services under this Agreement may involve access to and creation of proprietary information. During the term of this Agreement and continuing thereafter, the Broker shall hold and use all proprietary information in strict confidence, without benefit to the Broker or any other third party.

10. SECURITY

Broker acknowledges that it understands and is aware of Security rules, regulations and requirements for Spokane Airport. If the Transportation Security Administration (TSA) imposes a fine or penalty on the Airport for Broker's non-compliance with federal laws and/or TSA rules and regulations, then the Broker shall reimburse and indemnify the Airport for the entire amount of the fine or penalty.

11. INDEMNITY AND WAIVER OF DAMAGES

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

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

C. Broker further agrees to hold the Airport, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage,

destruction or loss of any or all of Broker's equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.

12. INSURANCE

A. Broker shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be standard comprehensive insurance coverage to cover all operations of the Broker and shall include, but not by way of limitation, bodily injury; property damage; products liability; automobile including owned, non-owned, leased and hired; and contractual coverage, including the obligations pursuant to Article 11 - INDEMNITY AND WAIVER OF DAMAGES, herein. The Airport, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to Broker's use of Spokane Airport which is the subject of this Agreement. The coverage shall not be less than One Million Dollars (\$1,000,000.00) combined single limit or split limits equal to and not less than One Million Dollars (\$1,000,000.00), for bodily injury and property damage with respect to each occurrence; such limits are subject to periodic adjustments. The insurance policies shall not be subject to cancellation except after notice to the Airport by registered mail at least thirty (30) days prior to the date of such cancellation or any material change. Where any policy(icies) has (have) normal expirations during the term of this Agreement, written evidence or renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Broker shall permit the Airport to inspect the originals of all applicable policies.

B. Broker shall be required to maintain Professional Liability insurance coverage in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence.

13. GOVERNMENT RESERVATIONS AND RESTRICTIONS

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

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

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

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

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

14. FEDERAL NONDISCRIMINATION

A. During the performance of this Agreement, the Broker, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to (hereinafter referred to as "Nondiscrimination Acts and Authorities"):

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this Agreement, the Broker, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Broker (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Broker, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Broker will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Broker for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Broker of the contractor’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Broker will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Broker will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Broker's noncompliance with the non-discrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Broker under the Agreement until the Broker complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Broker will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Broker will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Broker becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Broker may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Broker may request the United States to enter into the litigation to protect the interests of the United States.

15. AIRPORT'S RIGHTS OF CANCELLATION

In addition to any conditions as specified herein and all other remedies available to the Airport, this Agreement shall be subject to cancellation by the Airport should any one or more of the following occur:

A. If the Broker shall file a voluntary petition in bankruptcy, or proceeding in bankruptcy shall be instituted against the Broker and the Broker is thereafter adjudicated a bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Broker and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Broker's assets is appointed, or if the Broker shall be divested of its rights, powers and privileges under this Agreement by other operation of law and such proceeding is not dismissed within sixty (60) days of filing.

B. If the Broker shall fail to perform, keep and observe any of the applicable covenants and conditions contained in this Agreement, provided that upon the happening of any contingency recited in this Article, the Broker shall be given written notice to correct or cure such default, failure to perform or breach. If, within thirty (30) days from the date of such notice, the default, breach, or complaint shall not have been corrected in a manner satisfactory to the Airport, then and in such event the Airport shall have the right to declare this Agreement terminated. The Airport does, however, reserve the right to extend the time period to correct the default, if, in its opinion, due diligence is shown by the Broker in curing the default.

16. BROKER'S RIGHTS OF CANCELLATION

In addition to all other remedies available to the Broker, this Agreement shall be subject to cancellation by Broker should any one or more of the following occur:

A. The permanent abandonment of any portion of Spokane Airport.

B. The issuance of any order, rule or regulation by the Federal Aviation Administration or any other federal agency or by any court of competent jurisdiction of an injunction, materially restricting for a period of at least ninety (90) days, the use of the Spokane Airport for scheduled air transportation.

C. The breach by the Airport of any covenants, terms or conditions of this Agreement to be kept, performed and observed by the Airport and the failure to remedy such breach for a period of sixty (60) days after written notice from Broker of the existence of such breach.

D. The assumption of the United States Government, or any authorized agent of the same, of the operation, control or use of Spokane Airport and its facilities in such manner as to substantially restrict the Broker from conducting its business, if such restriction be continued for a period of ninety (90) continuous days or more.

E. The occurrence of any event or events beyond the reasonable control of Broker, including, but not limited to, any act of God or other supervening event which precludes the Broker from the use of the property for the purposes enumerated herein, or from the use of airport facilities.

17. ASSIGNMENT

Broker is prohibited from assigning this Agreement.

18. LEGAL CLAIMS AND ATTORNEY FEES

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Broker's operation at Spokane Airport. The Airport and Broker shall each have the right to compromise and defend the same to the extent of its own

interest; provided the defense of the same has not been tendered and accepted by the other party. The Broker is an independent contractor in every respect, and not the agent of the Airport.

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

19. LICENSES AND PERMITS

Broker shall possess all licenses, permits, qualifications and approvals of whatever nature legally required for Broker to perform the services under this Agreement. Broker warrants and represents that it, at its sole cost and expense, shall keep in effect at all times during the term of this Agreement any and all licenses, permits and approvals that are required for Broker to practice its profession and/or perform the services.

20. SEVERABILITY

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

21. NON-WAIVER OF BREACH

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

22. PRIOR AND COLLATERAL AGREEMENTS

This Agreement shall constitute the entire Agreement between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the Agreement, shall limit or modify its terms. This Agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Agreement shall not be subject to modification or change except by written instrument duly signed.

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

This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Agreement shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Agreement, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

24. NOTICES

All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT: Human Resource Director
 Spokane Airports
 9000 W. Airport Dr., Suite 204
 Spokane, WA 99224

BROKER:

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier or three (3) days after such notice is deposited in a Post Office of the U.S. Post Office Department.

25. TIME OF ESSENCE

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

26. PARAGRAPH HEADINGS

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

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

SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:

By: Lawrence J. Krauter
Chief Executive Officer
Date: _____

Brian M. Werst
General Counsel
Date: _____

BROKER

Title: _____
Date: _____