

TRI-STATE AIRPORT AUTHORITY
REQUEST FOR PROPOSALS
FOR
INSURANCE BROKERAGE SERVICES
RFP No. 23-002

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REQUEST FOR PROPOSALS FOR INSURANCE BROKERAGE SERVICES

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The Tri-State Airport Authority (the "Authority" or "Airport") invites qualified Insurance Brokerage Service Firms ("Broker" or "Respondent") to submit proposals to perform non-exclusive insurance brokerage services for the Huntington Tri-State Airport.

SECTION A. INSTRUCTIONS FOR PROPOSALS

1. **Do not contact markets, either formally or informally.** This invitation is not an authorization to approach insurance companies at this time. The Authority specifically requests that no contact or solicitation of insurance companies be made by or on behalf of the Authority and that no insurance market reservations be made by or for any proposer regarding any insurance or reinsurance to be provided for the Authority. Failure to comply with this request will be grounds for immediate disqualification of your firm.
2. Authority Contact: **Ashley Draper** is the primary contact for this Request for Proposals ("RFP"), and will provide written information and answers to questions concerning the content of this RFP in response to written, or e-mail (adraper@tristateairport.com) inquiries received no later than 2:00 p.m. Eastern Standard Time on August 18, 2023. Response to be provided by August 25, 2023.
3. Proposal Format and Content:
 - a.) All Respondents are required to complete and submit the Proposal Form included herein as Section G. Respondents are advised to complete all parts of the form and provide all required information.
 - b.) Three (3) copies of the Proposal must be submitted.
4. Submission and Opening of Proposals:
 - a.) The Proposal, without any information on proposed costs or fees, should be mailed or delivered in a sealed envelope clearly marked in the lower left-hand corner "PROPOSAL FOR INSURANCE BROKERAGE SERVICES FOR THE TRI-STATE AIRPORT AUTHORITY" to the offices of the Airport Administration no later

than 2:00 p.m. Eastern Standard Time on September 1, 2023.
Proposals must be addressed as follows:

Attn: Ashley Draper
Huntington Tri-State Airport
1449 Airport Rd
Huntington, WV 25704

- b.) Only proposals received in the Airport's Administrative Offices, located in the Terminal Building, prior to the date and time specified in 4.a.) above shall be considered. Proposals received after said time and date will be returned unopened. The time and date of receipt shall be recorded on the envelope(s). There shall be no public opening of any proposal submissions.
- c.) All proposals or bids and any accompanying or related information submitted to the Authority will become the property of the Authority and will not be returned. Trade secrets or proprietary information submitted by a proposer or bidder may not be subject to the West Virginia Freedom of Information Act (W. Va. Code § 29B-1-4.), provided that the proposer or bidder: (i) properly invokes the protections of the applicable sections of the West Virginia Code, as amended, including without limitation, West Virginia Public Procurement Code Section for trade secrets or proprietary information prior to or upon submission of the data or other materials to be protected; (ii) clearly identifies the data or other materials in the proposal to be protected; and, (iii) states in writing the reasons why protection is necessary.

SECTION B. ADDITIONAL INFORMATION TO ASSIST RESPONDENTS

1. Tentative Schedule for Proposal Process:

- | | | |
|----|---|--------------------|
| a) | Advertise for Proposals: | August 3, 2023 |
| b) | Proposal is due by 2:00 pm, EST | September 1, 2023 |
| c) | Review by Commission is complete and short list of selected Respondents prepared: | September 6, 2023 |
| d) | Notify Respondents of outcome: | September 8, 2023 |
| e) | Interviews (in person) to be conducted: | September 15, 2023 |

- f) Recommend to Commission for award: September 21, 2023
- h.) Complete and deliver executed contract and issue Broker of Record: September 22, 2023

2. Background.

The Tri-State Airport Authority, owner and operator of the Huntington Tri-State Airport was created through an act of the Efforts toward the development of aviation in the Tri-State areas were initiated on December 8, 1922 when the Chamber of Commerce formed its first aviation Committee to select a site for an airfield. Their original selection of Kyle Field at Kyle Landing was used until 1927 when a search for a larger and more permanent site was undertaken. Similarly, in February of 1929 the Embry-Riddle Company predecessor of American Airlines, proposed to build an airport at their own expense at South Point, Ohio, provided that various cities in the Tri-State area would agree not to build a competing airport. All area cities agreed to this except Huntington and an airport was opened in Chesapeake, Ohio, later that year. This remains the current Lawrence County Airport.

Continuing efforts by the aviation committee for site selection determined that the now location of Tri-State Airport was the most feasible. After this, the committee set out to obtain the funds necessary for its development. Several attempts at securing this money met with failure. Finally, in 1948 five organizations agreed to join in forming a Tri-State Airport Authority. An act of the State Legislature creating the Authority passed March 5, 1949. The first step made by this Authority was to appoint a committee to buy the land. Five hundred and thirty-four (534) acres were acquired. A contract was signed and the notice to proceed was issued on March 7, 1950. The first step of construction contemplated had been a runway 2900' long and 100' wide; however, the Authority was able (with other local funds and federal matching funds) to extend the runway to 4600' and increase the width to 150'. Tri-State Airport was dedicated on November 2, 1952. In 1956 the runway was extended to 5297' and in 1959 the construction of the present Terminal Building began, and was dedicated in 1961.

The Airport Director leads the airport staff of approximately 50 employees. The Director of Administration is responsible for all the Authorities risk management and insurance programs.

Huntington Tri-State Airport provides commercial air service for approximately 300,000 people in the tristate area of WV, KY, & OH.

The airport has service by two airlines, Allegiant and American. With 3-5 daily flights. In 2022, Allegiant Air implements were 62,071 and 26,786 for American Air.

In addition to commercial service, the Airport has one cargo operator, FedEx that loaded and unloaded 9,325 tons of cargo in 2022.

December 2019 there were 88 general aviation aircraft based at the Tri-State Airport. Total aircraft operators in 2019 were 52,298.

The Tri-State Airport Authority is responsible for the management and maintenance of seventeen buildings with a value in excess of \$38,000,000, including contents and personal property, of the 1200 acre facility. These duties include negotiating and enforcing the provisions of approximately thirty four leases, rental car, and restaurant concession agreements.

3. As an equal opportunity/affirmative action employer, the Airport prohibits employment discrimination by its contractors on the basis of race, color, creed, sex, religion, marital status, or national origin.
4. The Contract shall be for a term of five years, subject to cancellation without cause during the term by the Airport Administration. Such cancellation without cause shall be effective June 1, upon written notice presented no later than ninety (90) days prior to August 1 of any year of the term.
5. Major underwriting data and a schedule of insurance coverages are contained in Sections H included herein.
6. By submitting a proposal or bid, the submitting entity consents and agrees that, notwithstanding any express or implied claim of copyright, any and all documents and materials submitted to the Airport Administration shall be the exclusive property of the Airport and are not subject to copyright and, as such, may be copied, however, the release of such documents shall be governed by applicable law, including, without limitation, on the West Virginia Freedom of Information Act.

SECTION C. EVALUATION AND SELECTION PROCESS

1. Initial Evaluation of Proposal. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the Airport Administration shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall recommend award of the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the Airport Administration determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and recommended for award to that offeror.

2. Interview Process. Interviews will be either conducted at the offices of the Airport and/or held virtually and will be no longer than ninety minutes in length, with a minimum of fifteen minutes being reserved for questions by the Tri-State Airport Insurance Committee.

Please Note: The proposed account representative of Respondent assigned to the contract, as well as the proposed claims representative, shall be required to attend the interview.

3. Final Technical Evaluation Criteria. Respondents and their Proposals will be evaluated based on the following criteria:
 - a.) **Responsiveness to Request for Proposals**
 - i.) Requested information provided.
 - ii.) Clear and concise presentation.
 - iii.) Proposal demonstrates understanding of the nature and scope of the services.
 - iv.) Acceptability of exceptions to the proposed contract.
 - v.) Capability to provide immediate response and services to the Airport in the event of a major accident or disaster.

All other Respondents shall be notified that they were unsuccessful.

b.) Respondent's Capability to Provide the Services

- i.) Background of the Respondent, including professional qualifications.
- ii.) Relevant experience of the Respondent.
- iii.) Capacity to sustain loss of key personnel.
- iv.) Capability of main or branch office responsible for the contract to perform independently or obtain necessary support.

c.) Staffing Plan

- i.) Provision for participation by Respondent's key personnel.
- ii.) Qualifications of key personnel.
- iii.) Availability of key personnel for the work.
- iv.) Qualifications and availability of support staff.

d.) Respondent's Similar Experience

- i.) Respondent's previous experience providing similar services on an ongoing basis to an airport.
- ii.) Key personnel's previous experience in providing similar services to an airport.
- iii.) Firms familiarity with aviation reinsurance markets.
- iv.) References for Respondent and key personnel.

SECTION D. CONTRACT AWARD

1. Selection. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the Airport Administration shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall recommend award of the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the Airport Administration determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and recommended for award to that offeror.
2. Contract Award. The Executive Director will make a recommendation of contract award to the Tri-State Airport Authority for its consideration and approval. Formal award of the contract will be made by the Airport Administration after considering the recommendation of the Executive Director.
3. Rejection of Proposals. The Airport Administration reserves the right to accept or reject any and all proposals, and to waive any informalities in any proposal. The Airport Administration reserves the right to negotiate with the selected Respondent in order to best serve the needs of the Airport, in respect to both cost and effectiveness.
4. Execution of Contract. The successful Respondent shall be required, within fifteen (15) consecutive calendar days after the receipt of a notice of contract award, to execute and return the Contract in substantially the form contained herein, as well as submit any required insurance documentation. Should the successful Respondent fail to execute and return the Contract and insurance within the time allowed, the Executive Director may proceed to negotiate with the next highest ranked Respondent and the Airport Administration will rescind the earlier award and re-award the Contract at a later meeting.
5. Final Award. The award shall not be final and effective, nor shall the Airport be legally bound, until the fully executed contract is returned to the successful Respondent.

SECTION E. ADDITIONAL REQUIREMENTS

Title VI Solicitation Notice

The Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

SECTION F
PROPOSED CONTRACT FOR INSURANCE BROKERAGE SERVICES

THIS AGREEMENT ("Contract"), made at Huntington, West Virginia, this ___day of September in the year 2023, by and between the Tri-State Airport Authority, and _____(the "Broker"), pursuant to Resolution No. _____, adopted by the Owner on _____, 2023.

WITNESSETH:

WHEREAS, the Airport Administration desires to designate a Broker of Record to market and procure the Commission's insurance programs; and

WHEREAS, the Broker agrees to act as Broker of Record and furnish the other necessary services set forth herein for the Airport Authority;

NOW THEREFORE, in consideration of the benefits which will accrue to the parties hereto by virtue of this Contract and respective covenants herein contained, **IT IS MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

GENERAL PROVISIONS

- 1.1 **Definitions.** Definitions applicable to this Contract are attached as Attachment "A" and by this reference incorporated herein.
- 1.2 **Effective Date.** This Contract shall not be effective until all of the following events have occurred: (1) the Airport Administration has awarded the Contract to the Broker; (2) the Contract has been duly executed by both parties; and (3) the Executed Contract has been returned to Broker.
- 1.3 **Term.** Unless otherwise terminated pursuant to the terms hereof, the term of this Contract shall be for a period of approximately five years and shall terminate at midnight on ____.
- 1.4 **Standard of Care.** The Broker shall exercise a high degree of care and diligence in providing the professional services set forth in this Contract. The services shall be performed as expeditiously as is consistent with such high standards, and shall be provided in accordance with all applicable professional guidelines.
- 1.5 **Attendance at Meetings.** Broker shall call for and/or attend all necessary meetings and conferences with the Airport Authority or its representatives during the term.

1.6 **Licenses and Permits.** Broker, at its own cost, shall obtain and maintain at all times while this Contract is in effect all licenses, permits and certificates required by the insurance laws of the state of West Virginia necessary to enable Broker to perform the services set forth in this Contract. Broker, upon the request of Airport's staff, shall furnish Airport Authority with evidence of compliance with the provisions of this paragraph.

1.7 **Notices.**

A. Forms of Notice: Unless otherwise specified, all notices, consents and approvals required or authorized by this Contract are to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given, and shall be deemed given three days after the time a certified letter, properly addressed, postage prepaid, is deposited in any United States Post Office, or upon delivery by hand, or upon delivery by overnight express carrier.

B. Notice to Airport: Notice to Airport Administration shall be addressed to it and delivered at the office of the Director of Administration, Tri-State Airport Authority, 1449 Airport Road, Huntington, West Virginia 25704, or at such other offices as Airport may hereafter designate by notice to Broker in writing.

C. Notice to Broker: Notice to Broker shall be addressed and delivered to:

_____ or such other Office in the continental United States as Broker may hereafter designate by notice to Airport Administration in writing.

1.8 **Expiration of Policies.** Broker will inform Airport of the expiration of any insurance policy no less than 90 days prior to such expiration. No policies are to be renewed without concurrence by Airport's Director of Finance & Administration, and if required by law.

1.9 **Procurement Requirements.** To the extent possible, Broker shall provide proposed coverage quotes on required insurance coverage in compliance the West Virginia Best Value Procurement 5A-3-10B, Code of West Virginia. No coverage is to be bound without approval by the Airport Administration.

1.10 **Policy Requirements.** Broker shall issue binders for coverage to the Airport's Director of Finance & Administration within ten days after acceptance of coverage by Airport Administration. Broker shall provide copies of policies to Airport within 60 days after award of the policy to an insurance company. Should an insurance company fail

to provide policies to the Broker within this time frame, Broker shall make reasonable efforts to secure such policies, and reissue binders to Airport at 30-day intervals as proof of continuing coverage.

1.11 **Claims Status Reports**. Broker shall provide current claims status reports in a form satisfactory to the Airport no less frequently than quarterly, and shall include all claims of which Broker has knowledge.

BASIC SERVICES

2.1 Broker agrees to act as Airport's Broker of Record and to market Airport insurance programs and shall provide insurance brokerage services and placement of coverage for Airport, acting through its Director of Finance & Administration, as specifically requested.

As to any insurance coverage requested by Airport, Broker's services will involve the reviewing, updating and improving of the Airport's risk management program, and shall include, but shall not be limited to the following:

1. Obtain quotes from various underwriters for coverage requested within the guidelines of the State of West Virginia's purchasing laws and the Airport procurement procedures;
2. Make recommendations for needed coverage and placement of the Airport's insurance coverage, and obtain placement of approved insurance.
3. Review Airports risk management program in light of alternative risk management techniques such as self-insurance, higher deductibles, loss control and safety engineering.
4. Provide training to Airport employees related to the reduction of risks, claims, inquiries and liability.
5. Institute a methodical and periodic review of Airports operations and loss exposures and provide recommendations to maintain an insurance program consistent with the Airport needs.
6. Examine rates, audits and premium adjustments to ensure mathematical accuracy in conformance with the existing agreements with underwriters; service the insurance policies in force and notify the Airport Administration as soon as possible of any material changes in policy wording or premium amount.
7. Advise Airport on coverage questions and attend Airport meetings if and when requested.

8. Evaluate periodically the insurance carrier's performance in all areas of coverage, cost and service, and advise the Airport promptly of any significant changes in financial or other relevant status of the insurance carrier.
9. Review leases and contracts to determine contractual risk assumptions and the possibilities of contractual transfer thereof, as well as provide recommended insurance types coverage and limits to be obtained by Airport tenants and contractors.
10. Review and advice regarding insurance and indemnity clauses in contracts between the Airport and others, when requested.
11. Assist Airport in administering claims to see that losses are adjusted promptly and in conformity with the contract.
12. Act as an outside safety consultant to monitor feasibility and reasonableness of insurance carriers' loss control recommendations.
13. Advise the Airport of any significant changes in the insurance Industry including the Surety Bond market which might make new coverage available.
14. Advise Airport of any relevant changes in local, state or federal laws affecting Airports or its tenants' business practices.
15. Annually review Airport property values to determine the proper replacement cost and insurable values to ensure that the Airport will be fully reimbursed for any loss that may occur.
16. Review underwriting data and specifications for renewal and negotiations.
17. Develop broad, specially-tailored manuscript policy forms, when appropriate.
18. Design coordinated construction insurance programs.
19. Provide "on-airport" support and assistance in the event of an aircraft accident or other major catastrophic accident, insurable event.
20. Obtain from insurance carrier a loss run report indicating all current and outstanding claims, expenses, and reserves and mailed to the Airport office semi-annually.

2.2 Airport may, but shall not be obligated to, request Broker to provide any of the services listed above in this Article 2 or elsewhere in this Contract. Airport reserves the right to engage the services of other insurance brokers and consultants to perform such services in lieu of using Broker's services.

SCHEDULE OF WORK

3.1 **Timeliness**. All services shall be performed in a prompt and timely fashion, and in any event within the time frame reasonably requested by the Business Manager. In the event the work or services will exceed any time frame established by the Finance Manager, Broker shall notify the Business Manager of the reasons for the deviation from the time schedule and request the Business Manager's agreement to an extension of time.

PAYMENT FOR BROKERAGE SERVICES

4.1 **Compensation**. Broker's commission and fee for all services required herein shall be included in the cost of insurance procured for Airport by Broker, and separately identified to Airport Administration.

4.2 **Payment; Claims**. Prior to receiving any payments under this Contract, the Broker shall provide its federal employer identification number to the Airport. Contractual claims by the Broker, whether for money or other relief, shall be submitted in writing together with all supporting documentation to the Airport no later than thirty calendar days after the occurrence of the event giving rise to the claim; however, written notice of the Broker's intention to file such claim shall have been given to the Airport no later than within five calendar days of the initial occurrence of the event upon which the claim is based. In reviewing the claim, the Airport may request any additional information or documentation from the Broker or other parties and may utilize appropriate assistance from other sources. Any final decision in writing by the Airport shall be issued to the Broker within thirty calendar days from the later of: (i) receipt of the written claim; or (ii) receipt of any additional information requested from the Broker.

ASSIGNMENT

5.1 **Assignment**. Broker shall not assign this Contract without the prior written consent of the Airport Administration.

INSURANCE

6.1 **Errors and Omissions Insurance Requirements**. The Broker shall take out and maintain during the life of this Contract, professional errors and omissions insurance in an amount of at least One Million Dollars (\$1,000,000.00), or the full amount of the Broker's standard professional errors and omissions insurance policy, whichever is greater.

6.2 **Workers' Compensation Requirements.** The Broker will obtain and maintain during the life of the Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of its employees engaged in work under Contract.

6.3 **Notice of Cancellation.** The policy or policies required hereunder shall contain the following special provision: "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Director of Finance & Administration, Tri-State Airport Authority."

6.4 **Insurance not to be a Limit on Liability.** Broker covenants and agrees that the insurance coverage required under this agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Broker may otherwise have, including without limitation liability under the indemnification provisions contained herein.

INDEMNIFICATION

7.1 **Indemnification.** The Broker shall be responsible for the professional quality and technical accuracy of all services furnished by the Broker under this Contract. The Broker shall defend, indemnify and hold harmless the Airport, and all of its employees from any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including reasonable attorney's fees, resulting from or arising out of the intentional or negligent activities or omissions of Broker or its subcontractors, in the performance of or arising out of or resulting from the services to be provided under this Contract, including, without limitation, fines and penalties, violations of federal, state or local laws, or regulations promulgated thereunder, personal injury, wrongful death or property damage claims.

DEFAULT AND TERMINATION

8.1 **Events of Default.** The Broker shall be in default of this Contract if any of the following occur:

8.1.1 The Broker fails, at any time during the contract period, to maintain all necessary licenses, permits or certificates as required by Article 1.6, herein, Airport Administration shall have the right to terminate this Contract upon three (3) days prior written notice; and further provided that in the event Broker fails to adequately perform any duty it is required to perform hereunder, Airport Administration may cancel this agreement after giving Broker written notice of the breach and Broker's failure to cure within fifteen (15) days. Cancellation may be based upon any such breach, material or otherwise.

8.1.2 Failure of the Airport to insist upon performance of any of the terms and conditions or requirements of this Contract shall not be construed as a waiver

of such terms, conditions or requirements, and the same shall remain in full force and effect for the duration of this Contract. The Airport Administration expressly retains all other rights or remedies provided by law for any violation of this Contract, and no other action by The Airport Administration shall constitute a waiver of any such right or remedy. In the event that Broker defaults in the performance of any of the terms, conditions or agreements contained herein and Airport places the enforcement of all or part of this Contract in the hands of its attorney for enforcement, including, without limitation, filing of a suit upon the same, Broker agrees to pay all of Tri-State Airport reasonable attorney's fees and costs.

8.2 **Commission's Rights in the Event of Default.** Upon the occurrence of any one or more of the events set forth in Paragraph 8.1, the Airport may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

8.2.1 Withhold or offset commissions or fees that would otherwise be due pursuant to Article 4 until the default has been cured.

8.2.2 Enjoin any breach or threatened breach by Broker of any covenants, agreements, terms, provisions or conditions hereof.

8.2.3 Sue for the performance of any obligation, promise or agreement devolving upon Broker for performance, or for damages for the nonperformance thereof, all without terminating this Contract.

8.2.4 Terminate this Contract upon mailing of a written notice of such termination and have the services then uncompleted performed by another broker. In such case, the Broker shall be liable to the Airport for any damages allowed by law, and upon demand Broker shall promptly pay same to Airport.

8.2.5 Receive from the Broker all information as may have accumulated by the Broker in performing this Contract whether completed or in process.

8.3 **All Remedies Cumulative.** All rights and remedies granted to the Airport herein, and other rights and remedies which the Airport may have at law and in equity, are hereby declared to be cumulative and not exclusive and the fact the Airport may have exercised any remedy without terminating this Contract shall not impair the Airport rights thereafter to terminate or to exercise any other remedy herein granted or to which is may be otherwise entitled.

8.4 **Termination of Contract without Cause.** The Airport Administration, upon at least thirty (30) days prior written notice, may terminate this Contract effective June 1 of any calendar year, without cause. Upon receipt of any such notice, the Broker shall:

8.4.1 Discontinue all services affected (unless the notice directs otherwise), on June 30;

8.4.2 Deliver to the Airport all information or documents necessary for the services to be provided by another Broker.

SUBSTITUTION OF PERSONNEL

9.1 Broker acknowledges and agrees that the services to be provided under this Contract shall be performed by the individuals identified in Broker's proposal dated _____, which is attached hereto and incorporated herein as if fully rewritten. Other individuals shall not be substituted to perform services under this Contract without the express prior written consent of Airports Director of Finance & Administration.

9.2 In the event the performance of services by Broker's employees is or becomes unsatisfactory in the opinion of the Director of Finance & Administration, the Director of Finance & Administration shall have the right to request that such person or persons be replaced. Such request shall be granted within a reasonable time.

NON-DISCRIMINATION

10.1 During the performance of this contract, the Broker agrees as follows:

10.1.1 The Broker will not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state (or relating to discrimination in employment) except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Broker. The Broker agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

10.1.2 The Broker, in all solicitations or advertisements for employees placed by or on behalf of the Broker, will state that such Broker is an equal employment opportunity employer.

10.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations, shall be deemed sufficient for the purpose of meeting the requirements of this section.

10.1.4 The Broker will include the provisions of the foregoing sub paragraphs 10.1.1, 10.1.2, and 10.1.3, in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

DRUG FREE WORKPLACE

During the performance of this Contract, the Broker agrees to (i) provide a drug-free workplace for the Broker's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Broker's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Broker that the Broker maintains a drug-free workplace, and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each such subcontractor or vendor. For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Tri-State Airport Authority's Procurement Regulations and applicable West Virginia procurement laws, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

CFR 60-300.5(a) and 41 CFR 60-741(a)

This Contractor (consultant) and subcontractor (subconsultant) shall abide by the requirements of 41 CFR 60-300.5 (a) and 41 CFR 60-741 (a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

Title VI Clauses for Compliance with Nondiscrimination Requirements
(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract 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 contractor 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 contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor 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 Acts, Regulations, 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 contractor 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 contractor's noncompliance with the Non-discrimination provisions of this contract, 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 contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor 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 contractor 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 contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which prohibits 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 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, which ensures discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA) with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor-Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains

full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractors must address any claims or disputes that pertain to a referenced requirement with the U.S. Department of Labor-Occupational Safety and Health Administration.

GOVERNING LAW AND VENUE

The provisions of this Contract shall be governed by and are intended to be consistent with the laws of West Virginia Code 56-1-1. In light of this express choice of law provision; West Virginia law for determining governing law shall not apply to the provisions of this Contract. Every action brought under or related to this Contract shall be brought in a West Virginia court of competent jurisdiction in the City of Huntington or in the United States District Court.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

Broker certifies that Broker does not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

AUTHORITY TO TRANSACT BUSINESS IN WEST VIRGINIA

West Virginia code 31D-15-1501, as amended, if the Broker is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Broker shall provide documentation acceptable to Airport establishing that Broker is authorized to transact business in the West Virginia as a domestic or foreign business entity if so required by The Broker shall not allow its existence or its certificate of authority or registration to transact business in West Virginia to lapse. The Tri-State Airport may void this Contract if the Broker fails to remain in compliance with the provisions of this section.

CERTIFICATION

The undersigned individual executing this Contract on behalf of Broker certifies and warrants the he or she is authorized to enter into this Contract and bind the Broker to all of the terms and conditions contained herein.

COMPLETENESS OF CONTRACT

This Contract, the Airports Request for Proposals, and the Respondent's Proposal shall constitute the entire agreement between the Airport and the contracting party, and shall supersede any and all other prior negotiations, representations or agreements, either oral or written; provided, however, that in the event of any conflict or inconsistency between the Airports Request for Proposals and this Contract, in all cases the terms and conditions of this Contract shall prevail. In the event of any conflict or inconsistency between Respondent's Proposal and this Contract, in all cases, the terms and conditions of this Contract shall prevail. This Contract may be amended only by written instrument signed by both parties.

INTERPRETATION AND SEVERABILITY

Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and all remaining provisions of this Contract shall remain operative and binding on the parties. This Contract shall be construed and interpreted without regard to the identity of the party which drafted its various provisions. Every provision of this Contract shall be construed as if all parties participated equally in the drafting of that provision. Any legal principle or rule of construction that a document is to be construed or interpreted against the drafting party shall not be applicable in any legal or other proceeding involving the provisions of this Contract, and such principle or rule is expressly waived by the parties to this Contract.

CONFORMITY WITH APPLICABLE LAWS AND REGULATIONS

This Contract is subject to all applicable federal, state, and/or local laws, rules, regulations and/or determinations, and the Consultant covenants and agrees to execute at any time any and all amendment(s) to this Contract that the Airport Authority deems necessary and/or appropriate to comply with such federal, state, and/or local laws, rules, regulations, and/or determinations.

DUPLICATE COPIES

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

HEADINGS

The headings used in this Contract are intended for convenience of reference only and do not define, expand, or limit the scope of meaning or any provision of this Contract.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals.

(Name of Broker)

By: _____

Title: _____

Date: _____

ATTEST:

Secretary

TRI-STATE AIRPORT AUTHORITY

By: _____
(Executive Director)

Date: _____

ATTEST:

Airport Administration

Approved as to form:

General Counsel

Appropriation and Funds Required for this
Contract Certified

Director and Finance and Administration

Date: _____

Acct.# _____

SECTION G
PROPOSAL FORM
INSURANCE BROKERAGE SERVICES

Firms interested in performing non-exclusive insurance brokerage services for the Tri-State Airport Author must complete this form in full and submit it to the Airport Administration. Use additional pages as necessary, but please indicate at the top of each page the number and/or letter of the paragraph to which each such page relates.

I. Proposer

- A. Name:
- B. Address:
- C. Telephone Number:
- D. Fax Number:
- E. Contact Person:
- F. E-Mail Address:
- G. Type of Organization (Check all that apply):
 - Corporation
 - Partnership
 - Joint Venture
 - Sole Proprietorship
 - Other (explain)
- H. Is the organization authorized to do business in West Virginia?
Yes () No () If so, as of what date?

II. Operations Information

- A. Address of primary office assigned to service the Airports account.
- B. Provide a brief description of the primary office organization, including the number of professionals and staff, total premiums and fees. Identify service divisions and describe each division's involvement in servicing the Airport account, if any.
- C. Identify all key personnel in the primary office assigned to service the Airport account. Include account representatives for marketing and management, claims representatives, and any other key personnel. Attach a detailed resume of each individual including professional qualifications, education, experience in servicing related accounts, and a list of current account responsibilities.
- D. Identify key support staff in the primary office that will assist the key personnel. Describe each person's responsibilities, professional qualifications, education, and experience in servicing related accounts.

- E. Address of aviation or other related offices assigned to service the Airports account.
- F. Provide a brief description of the related office organization, including the number of professionals and staff, total premiums and fees. Identify service divisions and describe each division's involvement in servicing the Airports account, if any.
- G. Identify all key personnel in other related offices assigned to service the Airports account. Attach a detailed resume of each individual including professional qualifications, education, experience in servicing related accounts, and a list of current account responsibilities.
- H. Identify key support staff in other related offices that will assist the key personnel. Describe each staff member's responsibilities, professional qualifications, education, and experience in servicing related accounts.

III. **Experience Information**

- A. List three aviation related accounts serviced by key personnel assigned to the Airport account. Provide contact name for reference verification.

- a. Name: _____
 Address: _____

 E-mail: _____
 Telephone Number: _____
 Contact Name: _____
 Identify key personnel involved with this account:

- b. Name: _____

 Address: _____

 E-mail: _____
 Telephone Number: _____
 Contact Name: _____
 Identify key personnel involved with this account:

c. Name: _____

Address: _____

E-mail: _____

Telephone Number: _____

Contact Name: _____

Identify key personnel involved with this account:

- C. Provide a list of all airports serviced by the primary office during the past ten (10) years and the years serviced. Identify airports currently serviced.
- D. Provide a list of airports of similar size serviced by other related offices during the past ten (10) years. Identify airports currently serviced.
- E. Describe your firm's approach to professional development of insurance professionals, including training programs, on the job training and conference participation.

IV. **Market Understanding**

- A. Describe your firm's understanding of the Airports insurance requirements and provide a plan for providing the required services. Identify any changes or modifications to the Airports current insurance policies including coverage limits, deductibles, and additional coverage.
- B. Describe your access to the property, liability, and surplus lines market. Identify, the insurance companies, in order of preference, you would approach for placement of the Airports insurance coverage and why you would prefer these companies.
- C. Identify the information required to market the Airports insurance and any other Airport involvement you would expect for placement of the Airports insurance.

V. **Management Services**

- A. Describe the services your firm would provide to assist the Airport in limiting risk exposure including inspections, training and risk evaluation services.
- B. Describe the services you expect the insurance companies to provide in assisting the Airport in limiting risk exposure including inspections, training, and risk evaluation services. How would your firm plan to monitor these services?

- C. Describe your firm’s plan for management of insurance claims. Identify what you would expect of the insurance company, the Airport, and what services your firm provides. Describe your approach to settlement procedures.
- D. Describe your firm’s involvement with self-insurance programs and identify any self-insurance programs you would consider for placement of the Airport insurance.
- E. Describe how your firm would provide “on-airport” support and assistance in the event of an aircraft accident or major catastrophic insurable event.
- F. Describe your firms approach to succession planning and/or workforce planning including replacement of key personnel.

VI. **Other Information**

- A. Identify any exceptions to the proposed contract your firm would like the Airport to consider.
- B. Identify any services identified in the scope of services your firm would be unable to provide.
- C. Describe any additional services provided by your firm not identified in the scope of services that would benefit the Airport.
- D. Attach any other information you feel is pertinent to demonstrate your firm’s ability and competency to provide insurance brokerage services.

VII. **Proposer’s Signature**

The undersigned hereby certifies that all of the information contained herein, and in any and all attachments hereto, is true and accurate.

ATTEST:

(Name of Proposer)
By: _____

Dated: _____

SECTION H
SUMMARY OF MAJOR UNDERWRITING DATA

Insured:

Tri-State Airport Authority

Additional Insured:

In addition to the named insured, the additional insured shall include all employees of the Tri-State Airport.

Airport Operations:

Employees: approximately 48

Financial Data:

Fiscal Year	2022
Operating Revenues	\$5,810,611
Operating Expenses, excluding depreciation	\$7,997,841
Non-Operating Revenues	\$ 2,344,993
Capital Contributions	\$407,587 (?)
Change in net assets	\$106,890,203

Other Data:

Agreements in force are airline agreements, parking lot management, terminal concessions including rental car agencies, food and beverage service normally located in an airport. General aviation is supported by leasing of other buildings and aircraft hangars to a fixed base operator, cargo operators, aircraft owners and other airport users.

