



Indianapolis Airport Authority

REQUEST FOR QUALIFICATIONS

Solicitation for:

**Property and Casualty Insurance Brokerage
and Related Services**

**Issued:
May 24, 2016**

**Proposals Due:
June 21, 2016
at 2:00 p.m. (local time)**

Indianapolis Airport Authority
Request for Qualifications
Property and Casualty Insurance Brokerage and Related Services

Table of Contents

Section One General Information

- 1.1 Introduction
- 1.2 Scope of the RFQual
- 1.3 Proposal Due Date and Time
- 1.4 Modification or Withdrawal of Offers
- 1.5 Contract Obligations
- 1.6 Confidential Information
- 1.7 Proposal Life
- 1.8 Business Diversity Participation
- 1.9 Discussion Format
- 1.10 Timeline
- 1.11 Sales Tax

Section Two Proposal Procedures

- 2.1 Inquiries about the RFQual
- 2.2 Proposal Submission
- 2.3 Contract Negotiations

Section Three Specifications

- 3.1 Description of Entity
- 3.2 General Information
- 3.3 Scope of Work
- 3.4 Required Qualifications
- 3.5 Preferred Qualifications
- 3.6 Length of Contract
- 3.7 Pricing

Section Four Proposal Preparation Instructions

- 4.1 General
- 4.2 Submission Requirements

Section Five Proposal Evaluation

- 5.1 Proposal Evaluation Procedure
 - Exhibit "A" – Scope of Work
 - Exhibit "B" – Questionnaire
 - Exhibit "C" - Sample Contract
 - Exhibit "D" – Schedule of Insurance in Force

REQUEST FOR QUALIFICATIONS

PROPERTY AND CASUALTY INSURANCE BROKERAGE AND RELATED SERVICES

SECTION ONE GENERAL INFORMATION

1.1 INTRODUCTION

This is a Request for Qualifications (RFQual) issued by the Indianapolis Airport Authority (Authority). The Authority requires the services of a firm to act as the property and casualty insurance broker for the Indianapolis Airport Authority and to conduct all related services. It is the intent of Authority to solicit responses to this RFQual in accordance with the scope of work, proposal preparation section, and specifications contained in this document.

1.2 SCOPE OF THE RFQUAL

This document contains the following information that may be useful to anyone wishing to submit a proposal:

Section One	A general description of the many factors affecting the proposal process.
Section Two	The specific information covering proposal procedures.
Section Three	A description of the services to be provided by any successful Respondent.
Section Four	A description of the required format and subject content of any acceptable proposals offered in response to this document.
Section Five	A general discussion of the method that will be used by an evaluation team in the selection of a Respondent with whom to enter contract negotiations.
Exhibits	Details supporting this basic RFQual document.

1.3 PROPOSAL DUE DATE AND TIME

All Proposals must be received at the address below no later than 2:00 p.m. Local Time on June 21, 2016. All mailed proposals must be received at the below address, and all hand delivered proposals must be received at Guest Services (Level 3 of Terminal) which is located also at the below address. All Proposals must be addressed to:

Insurance Brokerage RFQual
Courtney Kasper, Sourcing Buyer
Indianapolis Airport Authority
7800 Col. H. Weir Cook Memorial Dr.
Indianapolis, IN 46241

All Proposals must be submitted in a sealed envelope clearly marked with Respondent's name and contact information, Insurance Brokerage RFQual and the Proposal Due Date and Time. All submittals shall include one (1) complete, original proposal marked "ORIGINAL", four (4) complete copies of the original proposal, one (1) electronic copy on CD or USB flash drive, and other related documentation required by this RFQual. Any proposal received after the Proposal Due Date and Time will be unopened and returned to the Respondent upon request. All rejected proposals not claimed within thirty days of the date of rejection will be destroyed.

1.4 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFQual may be modified or withdrawn in writing at the address noted above or by email to the Sourcing Buyer at InsuranceRFQual@ind.com and received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the Authority after the exact hour and date specified for receipt of proposals will not be considered an acceptable proposal. If it becomes necessary to revise any part of this RFQual or if additional data is necessary for an exact interpretation of provisions of this RFQual prior to the due date for proposals, a supplement will be issued by the Authority. If such addenda issuance is necessary, the Authority reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

1.5 CONTRACT OBLIGATIONS

Although the Authority anticipates that any Respondent submitting a proposal will provide the major portion of the services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFQual. Respondents are encouraged to team with local qualified firms in their proposal to this RFQual. However, the Respondent must obtain the approval of the Authority before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFQual and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFQual is subject to the Supplier Diversity Program. The requirements are explained elsewhere in the RFQual.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the Authority's evaluation. The Respondent must furnish information to the Authority as to the nature, scope and expected cost of the subcontract, the qualifications of the subcontractor, and any other data that may be required by the Authority. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate Indianapolis Airport Authority officials, and such relationships must meet with the approval of the Authority.

1.6 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Authority reserves the right to

make determinations of confidentiality. The Authority will not consider prices to be confidential information.

1.7 PROPOSAL LIFE

All proposals made in response to this RFQual must remain open and in effect for a period of not less than 90 days after the date for proposals. Any proposal accepted by the Authority for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the Authority.

1.8 BUSINESS DIVERSITY PARTICIPATION

Supplier Diversity goals will not be numerically evaluated on this solicitation. If a firm is certified as a minority, women, or veteran (M/W/VBE) – owned business enterprise, include that information in the response. The Authority only recognizes those M/W/VBE firms certified by the State of Indiana, City of Indianapolis, or Mid-States Minority Supplier Development Council. While these proposals are to be made by individual firms, M/W/VBE participation should also be considered for any subcontracting. The Authority's overall M/W/VBE goals are 15% MBE, 10% WBE, and 3% VBE.

For supplier diversity participation questions, please visit the Authority's Supplier Diversity website: supplierdiversity.ind.com or http://business.ind.com/employment_business/diversityProgram.aspx.

1.9 DISCUSSION FORMAT

The Authority reserves the right to conduct discussions, either oral or written, with the Respondents determined by the Authority to be reasonably viable to being selected for award. If discussions are held, the Authority may request best and final offers.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the Authority's requirements.

The Authority reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint. The Authority reserves the right to reopen discussions after receipt of best and final offers, if it is clearly in the Authority's best interest to do so and the Airport Executive Director or designee makes a written determination of that fact. If discussions are reopened, the Authority may issue an additional request for best and final offers from all Respondents determined by the Authority to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the Authority may select for negotiations the offers that are most advantageous to the Authority, considering price or cost and the evaluation factors in the RFQual.

The Authority also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The Authority retains sole authority to determine whether contact with Respondents is for clarification or discussion.

1.10 TIMELINE

The following timeline is intended to illustrate the anticipated time line for the RFQual.

<u>ACTIVITY</u>	<u>ANTICIPATED COMPLETION DATE</u>
RFQual posted to www.indianapolisairport.com	May 24, 2016
Written questions due to InsuranceRFQual@ind.com	June 2, 2016 at 12:00 p.m. (local time)
Written responses to questions posted via Addendum posted to www.indianapolisairport.com	June 7, 2016
Proposals due	June 21, 2016 at 2:00 p.m. (local time)
Contract Execution	No later than August 31, 2016

1.11 SALES TAX

The Respondent's proposal pricing should not include Sales Tax for the State of Indiana.

END OF SECTION ONE

**SECTION TWO
PROPOSAL PROCEDURES**

2.1 INQUIRIES ABOUT THE RFQUAL

All inquiries and requests for information affecting this RFQual must be submitted in writing to:

E-mail: InsuranceRFQual@ind.com

Or if e-mail is not an option for your company then mail to the following address:

Insurance Brokerage RFQual
Courtney Kasper, Sourcing Buyer
Indianapolis Airport Authority
7800 Col. H. Weir Cook Memorial Dr.
Indianapolis, IN 46241

Inquiries should be submitted no later than 12:00 pm Local Time on June 2, 2016. The Authority reserves the right to decide whether any questions are appropriate to answer. If responses are provided by the Authority, the responses will be written. Copies of the written responses will be issued via Addendum and will be available on the Indianapolis Airport website on June 7, 2016. No negotiations, decisions or actions shall be initiated by any Respondent as a result of any verbal discussion with any representative of the Authority or with any Authority employee.

Inquiries are not to be directed to any consultant or staff member of the Authority. Such action may disqualify Respondent from further consideration for a contract as a result of this RFQual. The use of e-mail to InsuranceRFQual@ind.com for submitting questions is encouraged. The addendum will be available at www.indianapolisairport.com.

2.2 PROPOSAL SUBMISSION

One (1) original, four (4) copies, and one (1) electronic copy on CD or USB flash drive of the proposal for the Property and Casualty Insurance Brokerage and Related Services RFQual must be received by the Authority's office on or before the due date and time for proposals as specified. Each copy of the proposal must follow the format indicated in Section Four of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired.

2.3 CONTRACT NEGOTIATIONS

After recommendation of a selected Respondent by appropriate officials of the Indianapolis Airport Authority, contract negotiations will commence. The contract will be based on the contract as it appears attached in Exhibit "C" - Sample Contract. If at any time contract negotiation activities are judged to be ineffective by the Executive Director of the Authority or designee, Authority will cease all activities with that Respondent and begin contract negotiations with the another Respondent. This process may continue until either both the Respondent and the Authority execute a completed contract or Authority determines that no acceptable alternative proposal exists.

END OF SECTION TWO

SECTION THREE SPECIFICATIONS

3.1 DESCRIPTION OF ENTITY

Indianapolis International Airport (IND): With over 10,000 acres under ownership, Indianapolis International currently occupies approximately 7,700 acres, or about 12 square miles. Air operations are conducted on two parallel runways and one “crosswind” runway. The airport is served by 9 major and several national and regional passenger air carrier airlines.

At 1.2 million square feet and a cost of \$1.1 billion, the Indianapolis International Airport represents the largest development initiative in the history of the City of Indianapolis. Strategically located between the two parallel runways, a “midfield” position greatly improves aircraft taxi time and travel. This state-of-the-art structure replaced the existing terminal and houses forty (40) passenger flight gates, (38 domestic and 2 international), in two (2) concourses.

Additionally, the complex consists of Foreign Trade Zone operations, the US Postal Service Eagle Network Hub, Airport Fire Department facilities, Federal Aviation Administration Air Traffic Control Tower, parking structures and out-lots, tenant occupied structures, aircraft parking aprons, maintenance and equipment facilities, commercial, corporate and private hangars, rental car accommodations and several support facilities necessary for the operation of the Airport.

The Authority does not receive any local tax dollars. Operations are funded through revenues, categorized as either “airline” or “non-airline.” In addition to passenger air operations, IND is a significant cargo and air freight handler, (8th nationally), home to the second largest Federal Express hub in the world. Non-airline revenue consists of income from parking, space rentals, land leases, fuel sales, and retail and concessions. Capital improvement projects are funded by cash generated from operating activities, local bond issues as well as state and federal grants.

2015 statistics:

- The number of Enplaned Passengers for fiscal year 2015: 4,008,256
- Aircraft Operations: 152,937
- Total Cargo moved (in tons): 1,084,857
- Landed Weights (in tons): 2,338,242 in Passenger Aircraft; 2,667,811 in Freight Aircraft

There are an approximately 10,000 employees working at the Airport. Approximately 400 are employed by the Authority and are responsible for the administration, operation, and maintenance of the Airport.

Additional information, financial and statistical data can be found at our website: www.indianapolisairport.com. The 2014 CAFR (Comprehensive Annual Financial Report) may be found at http://business.ind.com/information_news/financialReports.aspx.

3.2 GENERAL INFORMATION

The Authority anticipates that a single contract will be awarded for insurance broker and related services; however the Authority reserves the right to award multiple contracts if deemed in its best interest to do so.

Proposers are expected to use their own initiative in formulating a response to this RFQual as well as, (if awarded); an eventual insurance program they feel will be most beneficial to the Authority given the marketplace available.

The Authority encourages Respondents, in their proposals, to be as creative as possible regarding cost, as cost efficiency will be a consideration in determining whether a contract(s) will be awarded based on responses to the RFQual.

Contact with Insurance Markets: DO NOT APPROACH THE INSURANCE MARKETS AT THIS TIME. Proposers are only required to provide information and responses based on your organization's knowledge and experience

Indianapolis Airport Authority Insurance Program

Given the operation of the Airport, the Indianapolis Airport Authority carries a wide range of insurance coverage. Main lines of coverage include aviation general liability, property, automobile liability, and worker's compensation. The Authority also carries professional liability policies that cover employed lawyers, law enforcement, emergency medical, and executive risks. A summary of coverage, carrier, premium, and deductible is listed in Exhibit "D" - Schedule of Insurance in Force.

3.3 SCOPE OF WORK

The Indianapolis Airport Authority anticipates the successful firm will provide insurance brokerage services including placement and marketing of property and casualty insurance program and other services described elsewhere in this document and per Exhibit "A" titled Scope of Work. Respondents to this RFQual are NOT to approach insurance markets at this time. This will be the responsibility of the awarded firm once a contract has been executed.

In addition to transactional duties, the Authority is seeking to partner with a firm possessing capabilities in claims and loss control consulting, safety and regulatory knowledge, and aviation industry expertise. The Authority also seeks a firm willing to assist the Risk Manager when requested to work through issues and situations that might arise on a day-to-day basis.

3.4 REQUIRED QUALIFICATIONS

The Indianapolis Airport Authority is seeking through this Request for Qualifications (RFQual), qualified licensed insurance brokers that have extensive experience in the public entity and aviation industry insurance market. The following qualifications represent the required minimum requirements.

- a. Must be a licensed broker for property and casualty insurance by the State of Indiana and;
- b. Must be in the business of providing insurance services full-time;
- c. Must carry Insurance Agent's Errors & Omissions coverage and evidence same by way of current Certificate of Insurance. (Minimum limit requirement of \$5 million per claim and in the aggregate)

3.5 PREFERRED QUALIFICATIONS

The following qualifications represent the preferred minimum requirements. In the event Respondent does not meet these preferred requirements, the proposal must indicate as such, and Respondent must provide alternative references that meet these preferred qualifications as closely as possible.

- a. Proven experience in writing aviation and public entity insurance;

- b. Proven experience in writing insurance of similar size to this project;
- c. May have current aviation general liability client list including at least three (3) airport clients;
- d. Operated continuously for at least five (5) years in Indiana
- e. Identify a team comprised of key personnel (staff and/or subcontractors) that will be assigned to this project that have at least five (5) years of experience in providing loss control, claim management services, certificate tracking, and benchmarking data and analysis related to the aviation industry and insurance brokerage experience.

It is anticipated that the successful Proposer will meet the following additional qualifications:

- a. As aviation insurance capacity exists both in the United States and internationally, the Authority look to employ a broker with both local and international presence, which has the knowledge and ability to advice on international market conditions.
- b. Facilitate Underwriter Relationships: The Authority believes in nurturing close, long term relationships with key business partners, including its major insurance providers. Periodic visits with key insurance underwriters to establish and build on these relationships are expected.
- c. Ten (10) years of experience in broker services in aviation insurance, including airline and airport, and public entity.
- d. Four (4) years of experience analyzing and reporting conditions in the insurance market, including Terrorism and War coverage, which are pertinent to the operation of an airport as well as providing alternative risk management and loss control service techniques.

3.6 LENGTH OF CONTRACT

This contract will run for two (2) years, commence on contract execution date and end on August 31, 2018. This contract will have the option to renew the contract for two (2) additional one (1) year terms. The total term of the contract shall not exceed four (4) years.

3.7 PRICING

The Authority requires the pricing associated with this RFQual be a firm proposal price, in the appropriate format as discussed in section 4.2.6, that must remain open and in effect for a period of not less than 90 days from the final proposal due date.

END OF SECTION THREE

SECTION FOUR PROPOSAL PREPARATION INSTRUCTIONS

4.1 GENERAL

To facilitate the timely evaluation of the proposal, a standard format for proposal submission has been developed and is documented in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal or the proposal may be rejected.
- The proposal must be no longer than 20 pages of 10 pt. type with margins at minimum of 1" (excluding appendices). Tabbed appendices are permitted if clearly labeled and will not be included as part of the 20 page limit.
- The Authority may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the Authority will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five (5) calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the Authority as a minor error or omission and may result in disqualification of the proposal from further evaluation.

4.2 SUBMISSION REQUIREMENTS

Interested entities and/or teams are invited to respond to this RFQual through the submission of a detailed proposal which summarizes the Respondent's ability, ideas, knowledge, experience, and qualifications to deliver the services referenced in Section 3.3, Scope of Work. Respondents may respond to this RFQual and/or partner, or "team", with another entity in responding hereto.

In addition, the proposal must include the following:

4.2.1 ABILITY TO MEET THE REQUIRED AND PREFERRED QUALIFICATIONS AND SUMMARY OF ABILITY AND DESIRE TO SUPPLY THE SCOPE OF WORK AND EXPERIENCE

Respondent must state that they meet the required and whether they meet the preferred qualifications listed, and if not, provide alternative references that meet the preferred qualifications as closely as possible that are listed in the RFQual. Respondent must also summarize their ability to supply the Scope of Work and experience defined in Section Three of this RFQual and subject to the terms and conditions set forth in the RFQual. Any exceptions must be noted and an explanation provided if applicable.

4.2.2 PROJECT APPROACH

The description must indicate, at least generally, the methodology the Contractor will follow to fulfill the requirements of the Scope of Work. Include as much detailed explanation as necessary. The Authority intends that each Respondent provide a detailed and comprehensive description of all services that the Respondent will provide if it enters into a contract pursuant to the RFQual.

4.2.3 RESPONDENT QUESTIONNAIRE

Respondent to include in their submission answers to the Questionnaire in Exhibit "B". In the submission, Respondent to include the question number and question with their answer as instructed in Exhibit "B".

4.2.4 BUSINESS DIVERSITY PARTICIPATION

If Respondent is an M/W/VBE firm, certification information should be included in the proposal. Copies of City of Indianapolis, State of Indiana, or Mid-States Minority Supplier Development Council Certifications shall be attached as a tabbed appendices for certified firms and excluded from the total proposal page count.

4.2.5 PRICING PROPOSAL

Respondent should describe whether your firm proposes service as described in this RFQQual is to be performed in exchange for a fee. If there are any services described in the Scope of Work section that would not be included in such compensation, so state specifically, along with an indication of any proposed additional charges. See "Disclosure of Income" statement below for further information in completing your response with regard to fee proposal and overall compensation. **DO NOT APPROACH THE INSURANCE MARKET.** At this time the Authority is only seeking a response based on your organization's knowledge and experience. See Exhibit "B" for current insurance placement and premium. Premiums shown in Exhibit "B" do not include any commissions.

Disclosure of Income: Describe the transparency policies and procedures your company has in place to ensure disclosure of ALL income, (direct, indirect, contingent, affiliated company, etc.) received by your company and/or affiliates in connection with the placement of the Authority's property and casualty insurance program.

Fee income: A "fee for service" compensation format to the awarded broker is preferred by the Authority. Please provide:

1. An annual "set" consulting or brokerage fee for all services rendered;
2. A detailed breakdown of all services included in the "set" fee; and
3. The methodology used in determining the fee.

Proposers should also include a detailed summary of any additional services including the price for all such services, (if any), rendered that would be considered outside of the fee proposal.

Commission income: If commission compensation is to be included in whole or in part, describe the total package of services incorporated into any and all commission rates where applicable, (i.e. consulting, loss control, claims administration). Please provide a detailed summary of any additional services including the price for all such services rendered that would be considered outside of the commission rate.

4.2.6 SAMPLE CONTRACT

A sample contract (Reference Exhibit C – Sample Contract) for your review. Indicate if your entity accepts the contract language or provide a description and listing of your recommended changes and the reasons thereof. The Authority reserves the right to change the contract language at any time and is not required to make any of the changes recommended by your entity.

4.2.7 REFERENCES

The Respondent should include a list of at least three (3) clients for whom the Respondent has provided services that are the same or similar to those services requested in this RFQual. Listed organizations may be contacted to determine the quality of work performed and service received.

Respondent should include the following information for each reference:

- a) Name of the organization;
- b) Initial dates service started;
- c) List of services performed;
- d) Responsible official or contact person;
- e) Address, telephone number and email address.
- f) Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any co-prime or sub consultant team members who worked on the referenced project that are also proposed for this solicitation's Scope of Work.

4.2.8 SUBCONTRACTORS

The Respondent must list any subcontractors which it proposes to use in providing the required services. The subcontractor's responsibilities under the proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFQual or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractor is certified as a Minority-Owned, Women-Owned or Veteran-Owned Business Enterprise by the State of Indiana or City of Indianapolis. See Sections 1.8 and 4.2.4.

END OF SECTION FOUR

**SECTION FIVE
PROPOSAL EVALUATION**

5.1 PROPOSAL EVALUATION PROCEDURE

Submissions will be reviewed and evaluated by the Authority.

The categories of evaluation criteria, in order of importance, are as follows:

- Quality of the Proposed Approach
- Overall Management Judgment / Financial Stability
- Price of Requested Services
- Adherence to Preferred Qualifications
- Diversity Participation Plan

Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous for the Property and Casualty Insurance Brokerage and Related Services RFQual, taking into account all of the evaluation factors, may be selected by Authority for further action, such as contract negotiations. If, however, Authority decides that no proposal is sufficiently advantageous to the Authority, the Authority may take whatever further action that is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to finalize a contract with the Respondent, Authority may begin contract preparation with the another qualified Respondent or determine that no such alternate proposal exists.

END OF SECTION FIVE

END OF REQUEST FOR PROPOSAL

EXHIBIT "A"

SCOPE OF WORK

Through this RFQual, the Authority hereby invites businesses that meet the qualifications set forth herein to submit proposals for insurance brokerage services that include, but are not limited to: placement and marketing of insurance and related services for Property, including Business Interruption and Boiler & Machinery coverages, Aviation (Airport) Liability, Automobile Liability and Physical Damage, Workers Compensation, Law Enforcement Liability, EMS Professional Liability, Employed Lawyer's Liability, Foreign Casualty, Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability, Comprehensive Crime, Public Officials Bonds and like coverages. Certain TRIA and/or War and Terrorism coverages are integral parts of the above placements. Various effective dates exist on the above coverages; however, the bulk of Property and Casualty program renews each November 30, annually.

In addition to the brokerage services for the above coverages, the successful firm will need to provide the below services:

- 1) GENERAL RISK MANAGEMENT AND MARKET INTELLIGENCE:
 - a. Consult on a wide variety of insurance and risk management-related issues as needed;
 - b. Assist with development of a risk financing strategy;
 - c. Help develop corporate policies and procedures for managing relationships with airport tenants, fixed-base-operators, contractors, and other third party partners;
 - d. Monitor and report on insurance carrier stability;
 - e. Provide insurance market intelligence and updates on any developments that may affect the availability or cost of insurance.
 - f. Provide general input for Enterprise Risk Management System.
- 2) INSURANCE PROGRAM REVIEW AND DESIGN:
 - a. Provide annual risk reviews, including audits on policies resulting in written coverage outlines and advice on any potential coverage gaps or concerns;
 - b. Through stewardship reporting, discuss any new and/or emerging risks and advise on treatment alternatives, for instance topics such as environmental exposures and cyber risks are currently under consideration;
 - c. Provide benchmarking data comparing the Authority's program limits and rates with peer organizations, specifically other airports;
 - d. Analyze deductible and/or self-insured retention levels and recommend appropriate policy limits, terms and conditions; provide analysis and recommendations on loss sensitive/retrospective plans, deductibles or self-insured retentions programs and costs.
- 3) MARKETING:
 - a. Marketing of coverage placements, including assistance with preparation of marketing submissions and development of coverage specifications as approved by the Authority;
 - b. Advise the Authority on relative merits of each recommended potential carrier, particularly in aviation market;
 - c. Assist the Authority with market/underwriter relationship development including periodic personal meetings;
 - d. Negotiate with insurers for improvements to coverage and pricing;
 - e. As result of marketing process, provide detailed analysis of quotations received, comparisons of coverage, market financial analysis and other factors, as well as your professional recommendations for placement. With the possible exception of "terms and conditions" differences among insurance providers, it is the expectation of the Authority that, at a minimum, all coverage contracts existing

currently can and will be placed successfully and bound in a timely manner such that no lapses or gaps in coverage are allowed.

4) CLAIMS MANAGEMENT/CONSULTING:

- a. Assign dedicated claims personnel as part of service team, preferably possessive of aviation-specific expertise. "Dedicated claims personnel" is defined as employees whose job function is to work on and assist clients with claim presentation, communication and negotiation, and who do not also work on placement or other servicing activities;
- b. Arrange periodic "open claim reviews" as necessary with carriers, adjusters to discuss status of reported, unresolved claims.

5) LOSS CONTROL:

- a. Work with carriers to dovetail efforts in providing the broadest assistance possible to the Authority in prioritizing and addressing loss control issues and activities. Assistance with regulatory standards, (i.e. OSHA), is preferred. Capabilities should include performance of on-site training exercises as needed and agreed;
- b. Provide consulting in crafting an emergency response protocol, (this is an example of current need), including all aspects of crisis management, i.e. coordinating interactions with FAA, NTSB, TSA, news media and other governmental or regulatory agency. Aviation-specific knowledge preferred;
- c. Provide property appraisal services or be able to perform valuation examination to ensure accurate reflection of total insurable values.
- d. Assist with, or coordinate with supplier diverse business partners, to assist with Authority safety initiatives.

6) CONTRACT REVIEW:

- a. Be able to review lease agreements, airline agreements, vendor, concessionaire, contractor, or consulting services contracts, for such items as insurance requirements and other risk provisions, i.e. indemnity agreements, etc. Advise the Authority of any suggested revisions, potential uninsured exposures, and risk transfer recommendations. Assist in formulating standardization or guidelines and procedures for the management of insurance requirements and protective language contained in contracts;
- b. Provide contract review and analysis of any non-IAA contract forms that the Authority may encounter, including revision recommendations when appropriate.

7) ADMINISTRATION:

- a. Verify coverage binders, policies, endorsements, and certificates for accuracy and timeliness. Ensure compliance with all coverage terms and conditions as understood and presented;
- b. Create and maintain an "open items" listing for continual review and status update;
- c. Issue Certificates of Insurance as requested by the Authority;
- d. Provide (quarterly) accurate loss exhibits, experience reports and statistical risk analysis in formats approved and agreed by Authority. This includes of loss information in preparation for renewal;
- e. Attend meetings (internal) with Authority personnel, committees or advisory councils as requested;
- f. Provide access to proprietary information systems, (if any), designed to efficiently manage risk management functions.

8) CHANGE IN CARRIERS AND/OR CHANGE IN BROKERS:

- a. No "post policy" services are expected of the former broker should a change in brokerage representation occur. It is understood that the newly appointed broker will provide service in all aspects as previously described, regardless of placement dates, which may precede their appointment.

EXHIBIT "B"

QUESTIONNAIRE

Please provide responses by stating the associated number and restating the question in your submittal.

1. Provide a brief description explaining why the Authority should choose your organization as its broker. Describe what unique features or qualifications your organization can offer the Authority.
2. Premium Volume: Please provide the premium volume that your company places, including figures representing an overall total, aviation-specific and public entity related.
3. Account Service and Administration:
 - a) Please provide a timeline illustrating core account servicing activities, when they occur, duration, and any additional description of your account service philosophy you feel relevant;
 - b) Provide a sample annual Stewardship report, including a sample template for a summary of insurance report;
4. Claims: Please describe, by way of example if you so choose, your experience assisting clients with claims. Aviation-specific reference is helpful. Provide examples of value-added in terms of results related to your participation or stewardship of the claims process.
5. Loss Control: Please describe the assistance you can provide the Authority in the area of loss control. In doing so, distinguish between services (or number of hours) included within your fee proposal vs. any available services falling outside proposed fee consideration.
6. Risk Management: With an understanding on the part of the Authority that your knowledge of the account may not be intimate, please provide responses to the following:
 - a) An overview of the key issues and concerns from your perspective relative to the Airport's property and casualty insurance program;
 - b) Any strategic thoughts with regard to program structure or alternatives, exploration of new coverages and options.
7. Provide a detailed description of the personnel responsible for the implementation of the requested project, including a project organizational chart, should be included in this section. The description must include a title for each person as he/she relates to the project and identify which part of the provision of the requested service for which that person will be responsible. In addition, each Respondent should include information about its (and its personnel's) qualifications, training, certifications, etc.
8. Provide a summary milestone events with dates. Each Respondent will specifically describe the expected implementation procedures the Respondent proposes to use. In order to show feasibility, a timetable setting forth appropriate milestones should be included in Respondent's proposal, with sufficient detail explaining how Respondent will meet those milestones.



Indianapolis Airport Authority

EXHIBIT “C”

SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

This is a Professional Services Agreement (the “Agreement”) by and between the Indianapolis Airport Authority (“IAA”) and XXXXXXX (“Contractor”), referred to hereinafter as a “Party” or collectively as the “Parties”.

W I T N E S S E T H:

Whereas, IAA seeks the assistance of a qualified contractor to provide certain professional services;

Whereas, Contractor is willing to provide qualified personnel to perform such professional services, as more particularly described in this Agreement.

Whereas, Contractor is willing to provide professional services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Work.

Contractor shall report to, and act under the direction of, the IAA’s Director of _____, or his/her designee, in providing the professional services required by this Agreement. Specifically, the Contractor agrees to deliver the professional services which are more particularly described in the Scope of Work attached hereto as “Attachment A” and made a part hereof.

II. Consideration.

For all the services rendered under this Agreement, IAA shall pay Contractor in accordance with the terms described in Attachment A. Contractor’s reimbursable expenses, if any, shall be submitted in accordance with the IAA’s Reimbursable Policy, attached hereto as “Attachment B” and made a part hereof. Contractor will be paid only after IAA has received and reviewed the

Contractor's itemized and detailed invoice for services rendered. All payments made to Contractor shall be net thirty (30) days.

III. Term.

The term of this Agreement shall begin on XXXXXXXX XX, XXXX and end on XXXXXXXX XX, XXXX (the "Term").

IV. Option to Renew.

Prior to the expiration of the Term or any renewal term, IAA may elect to extend this Agreement, in whole or in part, on the same terms and conditions as originally set forth herein. In no event shall any renewal term exceed the length of the original Term.

V. Access to Records.

Contractor, and its permitted subcontractors, if any, must provide to IAA, its auditors, and any of its duly authorized representatives, with access to all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor must make such materials available at its office at all reasonable times, and shall maintain and provide access to all of the required records for a period of three (3) years after any termination or expiration of this Agreement. Copies of said materials shall be furnished by Contractor to IAA at \$0.10 per page, if provided by hard copy. If, however, said materials are provided electronically (e.g., via email), IAA will not be charged therefor. Contractor shall provide the requested materials within thirty (30) days after receipt of written notice from IAA.

VI. Assignment.

Contractor binds its successors and assigns to all of the terms and conditions of this Agreement. Notwithstanding the foregoing, Contractor agrees that it will not assign, subcontract or otherwise transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, to any person or entity without the IAA's prior written consent thereto.

VII. Attorney's Fees and Penalties.

IAA shall, in good faith, perform its obligations required hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, unless expressly required by Indiana law.

VIII. Changes in the Work.

If IAA requires a change in scope, character or complexity of the work after same has progressed, then adjustments in compensation to Contractor shall be determined by IAA in the exercise of its honest and reasonable judgment, and Contractor shall not commence the additional work or the change in scope until authorized by IAA in writing. No claim for additional compensation shall be made in the absence of a fully-executed amendment to this Agreement.

IX. Compliance with Laws.

Contractor agrees to comply with all applicable state, federal and local laws, rules and regulations in its performance of its obligations hereunder, and, if there is a permitted subcontractor, then Contractor shall ensure compliance by its subcontractors as well. If Contractor is a foreign (out-of-state) entity, it shall furnish a certificate from the Indiana Secretary of State's Office showing that Contractor is properly registered to transact business in the State of Indiana.

X. Authority's Satisfaction.

All services provided by Contractor under this Agreement must be performed to IAA's reasonable satisfaction (as determined in IAA's sole judgment) and in accordance with any and all applicable state, federal and local laws, rules and regulations. IAA shall not be obligated to pay for any work determined to be unsatisfactory, inconsistent with this Agreement, or performed in violation of any state, federal or local laws, rules or regulations.

XI. Confidentiality and Non-Disclosure.

All Confidential Information shall be held in strict confidence and protected from unauthorized disclosure by Contractor, and shall be used by Contractor only as necessary and required to render performance under this Agreement and for no other purpose, and shall not, under any circumstances, be disclosed to any third party without IAA's prior written consent. The phrase "Confidential Information" shall mean all business, technical, financial, strategic and other data, information, know-how, means, methods, reports, specifications, proposals, studies, analyses, rentals, and other information that is provided by IAA to Contractor.

The phrase "Confidential Information" does not include information that: (i) was in Contractor's possession without an obligation of confidentiality at the time of disclosure by IAA; (ii) prior to or after the time of disclosure by IAA, becomes part of the public domain without the act or omission of Contractor; (iii) was disclosed to Contractor by a third party, provided that such third party is under no legal obligation to maintain the confidentiality of such information; (iv) was independently developed by Contractor without reliance upon or use of the Confidential Information; or (v) was disclosed in accordance with a judicial or other governmental order or statutory requirement, provided that Contractor gives reasonable notice to IAA prior to such disclosure and, upon IAA's request,

Contractor consults with and reasonably assists IAA in its efforts to minimize or prevent such disclosure.

Contractor shall maintain the strict confidential nature of the Confidential Information in its possession or control by taking all commercially reasonable steps to protect such information from unauthorized use, access and/or disclosure. Contractor may disclose the Confidential Information only to those employees who have a “need-to-know”, and shall timely instruct all such employees of the confidentiality obligations under this Agreement. Contractor agrees to be fully responsible and liable for any unauthorized use, access or disclosure of Confidential Information by any of its employees; and any such unauthorized use, access or disclosure by an employee shall be deemed to be, and considered, a breach of this Agreement by Contractor, entitling IAA to all damages and remedies available at law, in equity, or this Agreement.

Contractor agrees to promptly return all of the Confidential Information at IAA’s written request, or to destroy same and then certify to such destruction in writing to IAA. Contractor shall promptly notify IAA upon discovery of any unauthorized use, access or disclosure of Confidential Information or any breach of this Agreement by Contractor or its employee(s). The Parties acknowledge that a breach of the terms and conditions of this Section XI by Contractor may result in significant damages to IAA, not completely compensable monetarily; and Contractor agrees that IAA shall be entitled to apply for injunctive and other appropriate relief in a court of appropriate jurisdiction in the event of any breach, or threatened breach, of any of the terms or conditions of this Agreement, in which event Contractor will not oppose or challenge any such application on the basis that damages would be a satisfactory or sufficient remedy. The obligations, rights and remedies of this Section XI shall survive any termination or expiration of this Agreement for a period of five (5) years.

XII. Default.

The following shall constitute an “Event of Default” for which IAA may terminate this Agreement, in whole or in part:

- (1) Contractor’s failure to cure any breach of this Agreement within ten (10) days after receipt of written notice thereof from IAA;
- (2) Contractor’s failure to provide services in accordance with the specifications set forth in the Scope of Work; or
- (3) Contractor’s failure to perform any of its obligations under this Agreement.

IAA’s rights and remedies are not exclusive and are in addition to any other rights and remedies available by law, in equity, or under this Agreement.

XIII. Governing Laws and Dispute Resolution.

This Agreement shall be governed by and construed under laws of the State of Indiana. Any litigation arising under this Agreement shall be commenced and maintained only in state or federal courts situated in Marion County, Indiana. The Parties consent to the personal jurisdiction of, and venue in, such courts, and waive any right to object to this designation of jurisdiction and venue in the future.

XIV. Indemnification.

Contractor agrees to indemnify, defend and hold IAA, its officers, directors, agents and employees, harmless from and against any and all claims, actions, damages, liabilities, losses, costs, fines, penalties, judgments, demands and expenses, including all reasonable costs for investigation and defense thereof, claimed by anyone by reason of injury or damage to persons or property sustained in or about any property owned or occupied by IAA (e.g., Indianapolis International Airport), as a proximate result of the acts or omissions of Contractor, its employees, agents, representatives, or subcontractors, or arising out of or in connection with, directly or indirectly, the operations of Contractor upon or about any property owned or occupied by IAA, excepting such liability as may result from the sole gross negligence of IAA, its officers or employees. The indemnification and hold harmless obligations set forth in this Section XIV shall survive expiration or termination of this Agreement.

XV. Responsibility for Claims and Liabilities.

Contractor shall be responsible for all personal injury, wrongful death and/or property damage resulting from the negligent acts or omissions of Contractor, its subcontractors or agents in connection with the services, and Contractor shall be responsible for all parts of their work, both temporary and permanent.

XVI. Worker's Compensation Insurance.

Contractor shall procure and maintain, at its expense, insurance of the kind and in the amount hereinafter provided, by financially responsible and qualified companies which are authorized to do business in the State of Indiana, covering all operations under this Agreement, whether performed by Contractor or its subcontractor(s). The following insurance requirements do not limit, in any way, the amount or scope of liability of Contractor under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that IAA is willing to accept in order to help ensure full performance of the terms of this Agreement.

Prior to commencing any work under this Agreement, Contractor agrees to provide a certificate of insurance to IAA, in a form acceptable to IAA, showing

that Contractor has complied with the obligations under this Section XVI. The certificate of insurance shall designate IAA as an additional insured. No policy of insurance or coverages shall be changed or terminated until at least thirty (30) days prior written notice thereof has been given to IAA.

The following insurance coverages are required to be provided by Contractor under this Agreement:

- (1) Policy covering the obligations of Contractor in accordance with the provisions of Indiana's Worker Compensation laws;
- (2) Policy for comprehensive general liability in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence, insuring Contractor from liability in connection with bodily injury (including wrongful death), personal injury, and property damage resulting from Contractor's performance under this Agreement;
- (3) Commercial auto liability insurance covering all owned, non-owned, hired, licensed or unlicensed vehicles or leased vehicles, and providing automatic coverage for newly-acquired vehicles, including the loading and unloading, with a combined single limit for bodily injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence; and
- (4) In lieu of the total limits of liability being provided under the general and auto liability insurance, Contractor may provide the liability limit specified by means of a combination of primary and umbrella liability insurance. The umbrella liability coverage must be as broad, or broader, than the primary insurance policies.

XVII. Independent Contractor.

Both Parties will be acting in an individual capacity in the performance of this Agreement, and not be acting as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever. Contractor will be responsible for providing all necessary Unemployment and Workers Compensation Insurance for its employees.

XVIII. Minority, Woman and Veteran Owned Business Enterprises.

It is IAA's policy that Minority, Woman and Veteran Owned Business Enterprises shall have the maximum opportunity to participate in the performance of this Agreement. In this regard, Contractor agrees to take any and all necessary steps in order to ensure that Minority, Woman, and Veteran Owned Business Enterprises are given fair and equal opportunities to participate in the execution of this Agreement.

XIX. No Third Party Rights.

Nothing contained in this Agreement will create a contractual relationship with, or cause of action in favor of, a third party against either IAA or Contractor.

XX. Non-Discrimination and Other Assurances.

Pursuant to Ind.Code § 22-9-1-10 and the Civil Rights Act of 1964, Contractor, its agents and subcontractors, shall not discriminate against any employee or applicant for employment in the performance of this Agreement. Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal laws, rules, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

XXI. Non-Waiver.

No right conferred on either Party under this Agreement will be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the Party claimed to have waived such right or excused such breach.

XXII. Ownership of Documents/Materials.

Items prepared by Contractor (or its permitted subcontractors or agents) under this Agreement, including, but not limited to, all reports, documents, drawings, designs, concepts, images, renderings, models, estimates, specifications, reports and other materials (the "Works") are and shall be the IAA's property.

Contractor hereby represents that it is the owner of and hereby assigns to IAA all rights, title and interest, including all copyrights, copyright registrations, copyright applications, renewals, extensions, and all other proprietary or ownership rights, in all Works and things created by Contractor, in whole or in part, or hereafter created by Contractor, in connection with this Agreement, including, but not limited to, any and all works based upon, derived from, or incorporating any Works.

In the event of termination of Contractor under this Agreement, or termination, suspension, abandonment or completion of the tasks outlined herein, then, in such event, Contractor shall deliver to IAA within ten (10) days all Works created by Contractor in connection with this Agreement. IAA, as holder of all rights, title and interest, including all copyrights, in all Works created by Contractor,

shall have the right to use, or reuse, any and all such Works for any purpose at IAA's sole discretion and at no additional cost to IAA.

Contractor agrees that its contracts with any subcontractors or consultants will contain language that will assign ownership of Works and things created by such subcontractors or consultants to IAA, on the same terms and conditions as set forth in this Section XXII.

XXIII. Performance.

This Agreement shall be deemed to have been substantially performed only if and when it is fully performed according to its terms and conditions.

XXIV. Severability.

If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is agreed that the remainder of this Agreement, and the enforceable portion(s) of any unenforceable provisions, shall remain in full force and effect.

XXV. Special Provisions.

The remedies provided in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided by law. Failure of any Party to exercise any remedy at any time shall not operate as a waiver of the right of such Party to exercise any remedy for the same or subsequent default at any time thereafter.

XXVI. Suspension and Termination.

If either Party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural disasters, acts of God, actions or decrees of government bodies (excluding IAA), then, in such event, the Party so affected may immediately give written notice to the other Party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, all obligations under this Agreement are suspended. If the period of non-performance exceeds thirty (30) days after receipt of notice, either Party may, by giving written notice, terminate this Agreement.

XXVII. Taxes.

IAA is exempt from state, federal and local taxes. IAA will not be responsible for any taxes levied on Contractor as a result of this Agreement.

XXVIII. Termination for Convenience.

This Agreement may be terminated, in whole or in part, by either Party, whenever, for any reason, Party determines that such termination is in the best interests of IAA. Termination shall be effected by delivery to other Party of a termination notice at least fifteen (15) days prior to the effective date of termination. Contractor shall be compensated for services rendered prior to the effective date of termination.

XXIX. Working Standards.

Contractor agrees to execute its responsibilities by following and applying, at all times, the highest degree of care expected from contractors in the United States providing similar services such as those required under this Agreement. If IAA becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, IAA may request, in writing, the replacement of any or all such individuals.

XXX. Integration and Captions.

This document incorporates the entire agreement of the Parties and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may not be amended except by a writing executed by both Parties. The headings and section titles of this Agreement are inserted only as a matter of reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

XXXI. E-Verify Program Requirements.

Pursuant to Ind.Code § 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Any failure by Contractor to remedy a violation of Ind.Code § 22-5-1.7 within thirty (30) days after notice of such violation from IAA, requires that IAA terminate this Agreement, unless such termination is detrimental to the public interest or public property. Furthermore, on or immediately prior to the effective date of this Agreement, Contractor agrees to sign, notarize and return the Affidavit attached hereto as "Attachment C" and made a part hereof.

NON-COLLUSION AFFIDAVIT

I hereby certify that I am the duly authorized representative of Contractor and that neither I, nor any other member, employee, representative, agent or officer of Contractor, has directly or indirectly, to the best of his/her knowledge:

(1) Entered into, or offered to enter into, any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration to any entity or person other than a bona fide employee working solely for me or Contractor, to solicit or secure this Agreement other than that which appears on the face of this Agreement; or

(2) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any entity or person in connection with carrying out this Agreement.

By:_____

Printed:_____

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement on this _____, 201_.

Name of Business

By: _____

Title: _____

Date

INDIANAPOLIS AIRPORT AUTHORITY *

By: _____

Printed: _____

Title: _____

Approved as to Form & Legality:

By: _____

IAA Legal Department

* Signature authorized by IAA Resolution No. 6-2013

ATTACHMENT A

SCOPE OF WORK AND PRICE

1. Scope of Work:

The purpose of the Agreement is for Contractor to perform the following:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

2. Resources Assigned:

Contractor's consultant assigned to IAA is XXXXXXX.

3. Consideration/Price:

For the services provided under the Agreement, IAA agrees to pay Contractor the hourly billing rate of \$XXX.XX. Services are not to exceed \$XXXX.

ATTACHMENT B

REIMBURSABLE POLICY

Notwithstanding anything in the Agreement to the contrary, the following guidelines describe the types of expenses that are eligible for reimbursement to Contractor related to the services provided under the Agreement. It describes the conditions under which they will be allowed and the back-up documentation required to provide the appropriate evidence that the expenses were incurred.

Travel & Lodging

Only as reasonable and authorized in advance, in writing, by IAA.

Entertainment & Living Expenses

None allowed.

Telephones, Radios and Data Communications

None allowed.

Office Services

Reasonable copying charges, as authorized in advance, in writing, by IAA.

Reimbursable Expenses not addressed in these Guidelines

Any expenses not listed in these Guidelines must be discussed and authorized in advance, in writing, by IAA.

ATTACHMENT C

Affidavit re Ind. Code § 22-5-1.7 (E-Verify Program Requirements)

STATE OF _____)
) SS:
COUNTY OF _____)

_____, having been duly sworn upon his/her oath, deposes and says that the "Contractor" named under said Professional Services Agreement with the IAA, does not employ unauthorized aliens to the best of his/her knowledge and belief, and hereby signs this Affidavit to verify same where indicated below.

(Signature)

Subscribed and sworn by me, a notary public in and for said County and State, on this _____ day of _____, 201_.

Notary Public:

(Signature)

My Commission Expires:

My County of Residence:

Exhibit "D"
Indianapolis Airport Authority
Schedule of Insurance in Force
As of December 31, 2015

Carrier Name	Policy Term	Abstract of Coverage	Limit of Liability	Premium
Lexington Insurance Company	11/30/2015 to 11/30/2017	Property All Risk; Real/Personal; Blanket Boiler & Machinery, (incl. in Blanket) Business Interruption, (as p/o Blanket) Terrorism Risk Insurance Act	\$ 1,000,000,000 included included included	\$ 699,373 included included
		IMC specific; Property All Risk; R&P; Blanket Boiler & Machinery, (incl. in Blanket) Loss or Rents (per finance req. as p/o Blanket) Terrorism Risk Insurance Act	incl. above incl. above incl. above incl. above	included included included included
Chartis Aerospace Insurance Services, Inc.	11/30/2014 to 11/30/2016	Airport and Aviation General Liability	100,000,000	111,559
		Aviation Non-Certified War & Terrorism	100,000,000	5,578
Chartis Aerospace Insurance Services, Inc.	11/30/2014 to 11/30/2016	Excess Liability - Auto; Excess Liability - EL Excess Non-Certified War & Terrorism	150,000,000 150,000,000	included 2,092
The Charter Oak Fire Insurance Company (Traveler's Insurance)	11/30/2015 to 11/30/2016	Automobile Liability and Physical Damage	1,000,000	107,997
Chubb Indemnity	11/30/2015 to 11/30/2016	Workers Compensation and Employers Liability	Statutory 1,000,000	470,217 included
Chubb Indemnity	11/30/2015 to 11/30/2016	Foreign Workers Compensation and Employers Liability	Statutory 1,000,000	2,000 included
ACE American Insurance Co.	11/30/2015 to 11/30/2016	Foreign Liability	1,000,000	1,687
Allied World Surplus Lines Insurance Co.	11/30/2015 to 11/30/2016	Law Enforcement Liability	2,000,000	55,558
Admiral Insurance Co.	11/30/2015 to 11/30/2016	Medical Professional Liability Indiana Patient Compensation Fund	250,000/750,000	15,000 14,644
Illinois National Insurance Co	11/30/2014 to 11/30/2016	Employed Lawyers Professional Liability	2,000,000	10,208
Westchester Fire Insurance Company	11/30/2015 to 11/30/2016	Comprehensive Crime	1,000,000	5,556
Westchester Fire Insurance Company	11/30/2015 to 11/30/2016	Fiduciary Liability	3,000,000	3,306
Westchester Fire Insurance Company	11/30/2015 to 11/30/2016	Employment Practices Liability	3,000,000	17,461
Westchester Fire Insurance Company	11/30/2015 to 11/30/2016	IAA Board, Directors & Officers Liability	10,000,000	41,639
Western Surety	Various according to term	Individual Public Official Bonds, IAA Board Members	100,000 - 500,000 per bond	5,325
Life Insurance Co. of North America	7/1/2015 to 7/1/2016	Volunteers Accident/Medical ; xs N/O Auto	2,500/25,000 500,000	456 included
ACE American Insurance Co.	11/30/2015 to 11/30/2016	Underground Storage Tanks Liability	1,000,000	1,373
Annual Insurance Premiums; estimated as of December 31, 2015				<u><u>1,573,279</u></u>