



**Request For Proposals  
Comprehensive Insurance Broker  
Services**

Fort Smith Airport Commission

Issued By:

Fort Smith Airport Commission  
6700 McKennon Blvd, Ste 200  
Fort Smith, AR 72903

**May 1, 2026**

NOTICE TO BIDDERS

Published in the NWA Democrat Gazette May 3, 2026

FORT SMITH AIRPORT COMMISSION  
REQUEST FOR QUALIFICATIONS AND PROPOSALS  
COMPREHENSIVE INSURANCE BROKER AND CONSULTING SERVICES ("Broker Services")

Through a formal Request for Qualifications and Proposals ("RFP") process, the Fort Smith Airport Commission invites the submittal of proposals from qualified, professional firms interested in performing Insurance Broker Services for the Fort Smith Regional Airport.

The proposals will be reviewed and evaluated by the Fort Smith Airport Commission selection committee. At least one qualified firm for the services will be selected based on qualifications as defined by the criteria established in the RFP.

One (1) signed original (unbound) and one (1) copy, plus one (1) electronic (pdf format) copy of the RFP must be received no later than 4:30 p.m. on June 11, 2026, at the Airport Administration Office, Attention: Lindsay Conley, 6700 McKennon Blvd, Ste 200, Fort Smith, AR 72903. All responses must be plainly marked "BROKER SERVICES RFP."

Copies of the RFP are available at the Airport Administration Office, 6700 McKennon Blvd, Ste 200, Fort Smith, AR 72903, by request. The RFP packet is available on the Fort Smith Regional Airport website at <https://flyfsm.com/opportunities/>.

There will be no Pre-Proposal Meeting for this RFP.

Bids will be publicly opened and read as specified in the Request for Proposals, with all interested persons invited to attend via a pre-arranged Teams virtual meeting. Any bid received after the scheduled time for receipt of such bids will be returned to the Proposer unopened.

Fort Smith Airport Commission reserves the right to cancel this RFP or waive any minor irregularities in bidding or reject any and all proposals on any basis and without disclosure of the reason.

Lindsay Conley  
Director of Finance & Administration  
Fort Smith Regional Airport  
[lindsay@flyfsm.com](mailto:lindsay@flyfsm.com)

**Request for Proposals for  
Insurance Broker Services  
Fort Smith Airport Commission**

The Fort Smith Airport Commission (hereinafter referred to as 'the Commission') is seeking written qualifications and proposals from experienced and qualified insurance brokers/consultants desiring to provide a broad range of insurance related products and services to the Fort Smith Regional Airport (hereinafter referred to as 'the Airport') that include, but are not limited to, insurance placement and servicing, risk exposure analysis, claims servicing, and other general risk management services.

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

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# 1. General Requirements.

## A. Sealed Proposals

Proposers are required to email [lindsay@flyfsm.com](mailto:lindsay@flyfsm.com) of its intent to bid on or before May 13, 2026.

Please submit One (1) signed original (unbound) and one (1) copy, plus one (1) electronic (pdf format) no later than 4:30 p.m. on June 11, 2026 to be delivered to:

Fort Smith Regional Airport  
"BROKER SERVICES RFP"  
6700 McKennon Blvd, Ste 200  
Fort Smith, AR 72903

Any proposal received after close of business June 11, 2026, will be deemed late and non-responsive and will be returned unopened to the Proposer.

All proposals will be date and time stamped upon receipt and shall be opened in public. All documents and information listed on Exhibit B – Proposal Checklist must be submitted in a sealed envelope that is clearly marked.

It is the sole responsibility of Proposers to ensure proposals are delivered to Fort Smith Regional Airport by the appointed date and time.

THE AIRPORT WILL NOT BE LIABLE FOR DELAYS IN DELIVERY OF PROPOSALS DUE TO HANDLING BY THE U.S. POSTAL SERVICE, COURIER SERVICES, OVERNIGHT CARRIERS, OR ANY OTHER TYPE OF DELIVERY SERVICE, EVEN IF AN ATTEMPTED DELIVERY WAS MADE BEFORE OR AFTER BUSINESS HOURS AND DELIVERY WAS UNSUCCESSFUL. LATE PROPOSALS WILL BE RETURNED TO THE PROPOSER UNOPENED. ALL RESPONSIVE PROPOSALS BECOME THE PROPERTY OF THE AIRPORT AND MUST BE PROVIDED WITHOUT COST TO THE AIRPORT.

Further, each Proposer agrees that all information, data, documentation and material submitted or provided by the Proposer shall become the property of the Airport and it shall not be returned to the Proposer. All information, data, documentation and material submitted shall be considered public records and will be made available for inspection in accordance with the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101 et seq. Any proprietary information, data, documentation and material that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Arkansas) should be clearly identified "confidential" on each such page of such designation in the proposal and the Proposer must provide justification for such a request.

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

Upon selection of a successful Proposer (hereafter referred to as "Broker"), the Agreement to be executed shall be in accordance with Section 10.0 – Scope of Services. This RFP, any addenda thereto and the successful Proposer's proposal shall be incorporated in and become a part of the final Insurance Broker Services Agreement.

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

Proposals must conform to the requirements stipulated in this RFP. By submitting a proposal, each Proposer agrees that the proposal represents a firm offer to the Airport and that such offer shall remain open for acceptance until an Insurance Broker Services Agreement is executed by the Airport or for a period of no less than sixty (60) days from the date submitted, whichever occurs first.

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

- Proposer's previous and current insurance broker services;
- Qualifications of Personnel;
- Ability to satisfactorily perform the minimum service and operational requirements;
- Evidence of financial stability;
- Proposed fee(s) as provided by Proposer; and,
- Ability of Proposer to meet Airport's minimum insurance requirements.

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

Bids will be publicly opened and read as specified in the Request for Proposal, with all interested persons invited to attend. Any bid received after the scheduled time for receipt of such bids will be returned to the Proposer unopened.

#### **B. Withdrawal of Proposal.**

No proposal may be withdrawn after it has been submitted to the Airport unless the Proposer makes a request for withdrawal in writing and the request is received by the Airport prior to the proposal submission deadline. No proposal may be withdrawn after the proposal submission deadline for a period of sixty (60) days.

### C. Solicitation Schedule

The following schedule has been established for this selection process:

Schedule	Scheduled Date	Days	
RFP Posted on flyfsm.com:	May 1, 2026		<b>Days to Bid</b>
Questions, clarifications Deadline:	May 13, 2026	13	41
Final Addenda (if any) posted on flyfsm.com:	May 29, 2026	29	
Proposal deadline/bid opening:	June 11, 2026	41	<b>Days to Evaluate</b>
Award:	July 1, 2026	61	20

All dates are tentative and subject to change.

Proposers are required to email [lindsay@flyfsm.com](mailto:lindsay@flyfsm.com) of their intent to bid on or before May 13, 2026.

### D. Questions, Inquiries and Airport Contact

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

Lindsay Conley  
Director of Finance & Administration  
6700 McKennon Blvd, Suite 200  
Fort Smith, AR 72903  
(479) 452-7000 ext. 50  
[lindsay@flyfsm.com](mailto:lindsay@flyfsm.com)

All questions from Proposers must be submitted in writing, electronically, to [lindsay@flyfsm.com](mailto:lindsay@flyfsm.com) no later than 12:00 p.m. May 13, 2026 (question/clarification deadline). It will be the sole responsibility of Proposers to ensure questions are submitted in a timely manner. Addendums to this RFP (if any), to provide clarification of written questions submitted by Proposers, will be posted on the Airport's website no later than 4:30 pm May 29, 2026. Receipt of addenda (if any) must be acknowledged on the Proposal Form that must be submitted with the proposal.

Verbal communications and emails from Airport, its staff, agents, employees or outside advisor, or any other person associated with this RFP will not be binding on the Airport and shall in no way modify any provision of the RFP. Only formally issued addenda modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address: <https://flyfsm.com/opportunities/>.

Proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the addenda, you may contact the Airport Contact noted in this Section.

## 2. Background Information

### A. Fort Smith Regional Airport (FSM)

Fort Smith Regional Airport, which began operations in 1938, is located within the limits of the City of Fort Smith. With a modern terminal offering over 52,000 square feet of efficient space and convenient parking, FSM connects travelers to the world through daily regional jet service to Dallas/ Fort Worth via American Airlines. The airport features two runways: 9,317 feet and 5,002 feet, respectively.

FSM is a self-sustaining facility governed by a seven-member Airport Commission appointed by the Mayor of Fort Smith. The airport employs 16 full-time staff, with ARFF services provided by the 188th Wing of the Arkansas Air National Guard and LEO provided by the City of Fort Smith. FSM outsources parking operations. FSM currently has over 60 tenants. Enplanements at the airport in 2025 totaled 62,369.

General Aviation Facilities. Twenty-one major hangars have been constructed for general aviation activities at FSM. The principal suppliers of service to general aviation traffic is a fixed base operator, Signature Aviation, which provides fueling and other aviation services. There are approximately 69 general aviation aircraft based at FSM.

### B. Current Coverages Information Summary

All terms on policies of insurance at the Airport begin November 1 and ending October 31 of each year.

#### General Liability

#### **Old Republic Insurance Company**

#### **Limits**

Product-Completed Operations Aggregate Limit .....	\$5,000,000
Personal Injury and Advertising Injury Aggregate Limit .....	\$5,000,000
Malpractice Aggregate Limit .....	\$5,000,000
Each Occurrence Limit .....	\$5,000,000
Fire Damage Limit any one fire .....	\$250,000
Medical Expense Limit Any One Person .....	\$5,000
Hangarkeepers Limit Any One Occurrence .....	\$5,000,000
Hangarkeepers Limit Any One Aircraft .....	\$5,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence.....	Not Covered

**Property**

**Travelers Indemnity Company (IND)**

Total Insurable Value: \$44,166,857.00

**Public Officials and Employment Practices Liability**

**Indian Harbor Insurance Company (A member of the AXA XL Group of Companies)**

Public Officials Liability ..... \$2,000,000

Employment Practices Liability ..... \$2,000,000

**Commerical Auto Vehicle Insurance**

**Travelers (The Phoenix Insurance Company)**

Liability, Each Accident ..... \$1,000,000

Auto Med Payments .....\$5,000

**Cyber Insurance**

**Travelers (The Phoenix Insurance Company)**

Liability.....\$1,000,000

Breach Response.....\$1,000,000

Cyber Crime.....\$1,000,000

Business Loss.....\$1,000,000

**Employers' Liability (Workers' Compensation)**

**Old Republic Insurance Company**

Bodily Injury by Accident.....\$1,000,000

Bodily Injury by Disease.....\$1,000,000

### **3. Intent of Project**

It is the Airport's intent to contract for services with one (1) Insurance Broker ("Broker") to assist in maintaining and developing its comprehensive insurance programs and risk management programs for a period of three (3) years with two (2) one-year options to extend the agreement.

The selected Broker(s) will be expected to provide a full range of services, including but not limited to, placing the Airport's insurance coverages, assisting Airport Leadership with insurance related issues and providing detailed, written insurance coverage recommendations, to be approved by the Commission.

The selected Broker(s) will be expected to maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current on the changes in insurance law, meet with the Airport Leadership, and officers of Commission, and be fully prepared to address the Airport's interests and needs in terms of products and services.

Additional provisions are to be included in the Insurance Broker Services Agreement ("Agreement"). The Agreement will incorporate the selected Broker's proposal, the Request for Proposals and other pertinent requirements and details.

No Broker(s) may contact insurance markets on behalf of the Airport prior to the selection of the Broker(s) by the Airport. Brokers who contact insurance markets prior to selection will be immediately disqualified from consideration.

## 4. Minimum Qualifications

### A. Minimum Experience, Service and Operational Requirements of the Broker

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

#### **Broker:**

- The Airport requires an Arkansas-licensed Broker that is independent and is not affiliated with any insurance company, third party administrative agency or provider network.
- The brokerage firm must have at least 10 years of experience in insuring and providing brokerage services to Airports or similar industry experience, which similar experience must be explained in the Proposal.
- Designate an Account Executive.

### B. Arkansas Governmental Tort Liability Act

The Brokerage must have an understanding of the Arkansas Governmental Tort Liability Act, and its implications related to limits of liability, if any, on all insurance products.

## 5. Term

- The Term of the Broker Services Agreement will be three (3) years, with two (2) one-year options to extend the agreement.
- The successful Broker must begin to market the Airport's expiring insurance coverages and will provide Airport staff with final insurance coverage proposals for all insurance lines no later than the **first week of September of each year for effective dates as of November 1**.
- The Airport may, without cause, terminate the Agreement by giving 90 days written notice to the Broker.
- The Airport shall have the option, at its sole discretion, to extend this Agreement for two (2) one (1) year period(s).

## 6. Fees/Payment of Premiums

Payment to the successful Broker for the performance of the services specified herein, including labor, materials, transportation and other such services, must be a fixed fee. No other charges will be allowed.

- The Broker's fee will be paid annually upon presentation of an invoice.
- All premiums for insurance placed by the Broker on behalf of the Airport shall be invoiced by the Broker upon initiation of the coverage. The Airport shall remit payment to the Broker in accordance with the specified terms and conditions of the applicable Agreement.
- All premiums shall be payable according to the terms and conditions of the insurance policy or contract.
- All premium refunds shall be paid immediately by the Broker to the Airport upon receipt of the refund by the Broker.
- The broker's only compensation will be derived from the Airport. The Broker shall not take commissions or other methods of payments from insurance companies. Please provide a flat fee with the services it covers and how it is derived. Please also include any additional services that would be an additional cost over the flat fee. All travel, lodging and miscellaneous support costs are to be included in these rates.
- In the event Broker does accept a commission, Broker must disclose to the Airport the dollar amount of any commission received as a result of coverage placed on behalf of the Airport, and identify the relationship to the insurance company providing the policy of insurance, and credit the amount of any commissions from the Broker Fee in the form a cash refund to the Airport.

## **7. Proposal Format and Content**

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

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

Proposals must be organized in the following order:

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

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

Broker shall carefully review and address all of the evaluation factors outlined in this RFP.

In order to be considered, Broker must be able to demonstrate that it meets the minimum qualifications established in this RFP and has the ability to provide the required services as listed in Section 10 Scope of Services. Failure to provide documentation necessary to demonstrate that the Broker meets the minimum qualifications will cause the proposal to be rejected as non- responsive.

The original proposal must be un-bound. The proposal must also be provided in an acrobat, pdf format. Proposals that contain erasures or alterations may be rejected.

- Table of Contents

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

- Cover Letter

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

- Executive Summary

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

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

Proposer shall submit the following financial statements/information. If this information is not included, your proposal will not be considered for evaluation.

- a. Balance Sheets and Income Statements for the current Fiscal Year and prior Fiscal Year of operation prepared in accordance with generally accepted accounting principles and compiled by an independent Certified Public Accountant or notarized by the Chief Financial Officer or owner.
- b. Any additional information considered pertinent to indicate the Proposer's financial and operational capabilities.

## **8. Experience/Personnel Qualifications/References Information**

### **Broker Qualifications and Experience**

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

Provide the following information:

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

### **Account Executive Qualifications and Experience**

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

- Educational background that includes specific steps taken to remain current with trends in the insurance industry.
- Work experience that includes all past employment, number of years as an Account Executive in the insurance field and length of time in current position.
- Explanation of personal knowledge of insurance markets
- Description of the Account Executive's personal book of business, including the following:
- Number & type of accounts the Account Executive is responsible for;
- List any governmental or airport clients similar to the Airport that the Account Executive represents and provide references from such clients upon request.

Provide a written statement to describe each of the following:

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

## **9. Fee Structure**

Provide the following information on the Proposal Form (Exhibit "A"):

The Airport desires to hold a fee-based contract with the Broker to ensure that the Broker has no financial stake in the selection of an insurer.

- The Broker's proposed annual fixed fee and annual escalation (if any);
- Additional fees for Brokering additional policies not included within the Scope of Services;
- Provide a detailed explanation of any ancillary services which are not included in the annual fixed fee above.

## **10. Scope of Services**

The successful Broker must provide, at a minimum, the following insurance brokerage services and insurance coverages which are not limited to, the following:

### **All Plans & Programs**

- A. Develop specifications for the insurance program and market the program for coverage when instructed to do so by the Airport, including completion of all applications, documents and gathering data which may be requested by insurance companies.
- B. Analyze proposals received from various insurance companies and other parties, negotiate changes for the benefit of the Airport and verify the reasonableness of the price for the coverage provided. Make recommendations to the Airport as to the most advantageous insurance program providing the highest level of coverage at the best possible price to meet the Airport's needs and objectives.
- C. Provide the Airport with a summary of various insurance program options, including but not limited to: limits, coverages, retention levels, terms, conditions, and payment options.
- D. Provide analysis and recommendations as to the most cost-effective means for addressing the Airport's potential risks.
- E. Represent the Airport in all negotiations with insurers, underwriters and other parties with regard to the Airport's insurance programs.

- F. When instructed to do so by the Airport, administer the placement of coverage and provide original binders, policies and endorsements in a timely manner to designated staff.
- G. Provide extensive review of binders and policies including verification of conformity to specifications. Request any necessary endorsements/changes/revisions that may be required.
- H. <sup>12</sup>Assure that insurance policies are placed with reputable and financially responsible insurers (based on insurance rating among other criteria), including keeping the Airport informed of any changes in rating of the insurers and making recommendations should ratings change during the policy term.
- I. Continually evaluate the insurance programs and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the Airport. Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies.
- J. Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance, and verification of the accuracy of bills, audits and all premium adjustments.
- K. Assign an Account Executive for administration of the Agreement who will be responsible for communication with the Airport's staff and who, along with any other team members assigned, must be available on a daily basis to the Airport's staff for advice and consultation on insurance program related issues and concerns.
- L. Review any related insurance company audits for accuracy.
- M. Review various insurance publications and provide the Airport with copies of articles applicable to aviation/airport insurance issues.
- N. Act as the Airport's agent with carriers and claimants to resolve claims.
- O. Consult with the Airport regarding the proposed claims counsel the insurance company plans to use with any claim.
- P. Assist with the issuance of Certificates of Insurance when requested.
- Q. Evaluate all properties and recommend any changes to current values.
- R. Submit all premiums/payments to carriers and other parties. All payments/premiums will be made to the selected Broker.

## Alternate Services

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

## Coverage

The Broker must be able to place coverages prior to expiration of current policies and contingent upon Commission approval, the insurance coverage as listed below:

Coverage/Current Provider	Expiration of Current Policies
<u>Public Officials and Employment Practices Liability</u> Current Carrier: Indian Harbor Insurance Company	October 31, 2026
<u>Property</u> Current Carrier: Travelers Indemnity Company (IND)	October 31, 2026
<u>Commercial Auto</u> Current Carrier: Travelers (The Phoenix Insurance Company	October 31,2026
<u>Employers' Liability (Workers' Compensation)</u> Current Carrier: Old Republic Insurance Company	October 31, 2026
<u>General Liability</u> Current Carrier: Old Republic Insurance Company	October 31, 2026
<u>Cyber</u> Current Carrier: Travelers (The Phoenix Insurance Company	October 31, 2026

## Board Meeting Schedule

All policies of insurance must be approved by the board upon a recommendation from airport leadership. Board meetings are scheduled for the Fourth Tuesday of each month.

## 11. Exceptions

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

\_\_\_\_\_ No, the Broker has no exceptions to the RFP, its addenda (if any), or the Agreement. (This means that the Broker, if selected, is prepared to sign the Agreement).

\_\_\_\_\_ Yes, the Broker has exceptions to the RFP, its addenda (if any), or the Agreement. Proposer shall include a list of exceptions to the RFP, if any.

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

## **12. Required Additional Documents**

Except for the Documents Required under this RFP there are no additional documents required to be submitted.

## **13. Pre-Proposal Meeting**

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

## **14. Interviews**

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

## **15. Proposal Submission Deadline**

One (1) signed original (unbound) and one (1) copy, plus one (1) electronic (pdf format) copy of the RFP responding to the information requested in this RFP must be received by the Airport no later than the deadline noted on page 1 of this RFP. Proposals must be delivered to the address indicated on page 1 of this RFP.

## **16. Rights Reserved**

Rights Reserved: The Commission reserves the following rights:

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

## 17. Commencement of Work

This RFP does not, by itself, obligate the Airport in any way. The Airport reserves the right to cancel the award without liability at any time before the Agreement has been executed by all parties. The Airport's obligation will commence when the Agreement is executed by the Broker and subsequently approved by the Airport.

## 18. Authorized Signature

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

## 19. Administrative Requirements

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

### A. Public Disclosure

- a. Property of Airport: Proposals submitted to the Airport shall become the property of the Airport and shall not be returned to the Proposer.
- b. Proposals are Public Records: Pursuant to the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101 et seq., proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, proposals shall be considered public documents and available for review and copying by the public after an award of Contract is made by the Airport.
- c. Public Records Exemption: Any proprietary information included in the proposal that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Arkansas) should be clearly identified as "Confidential" in the proposal. In addition, the Proposer must provide the legal basis for the exemption to the Airport.
- d. Proposals Not Marked as Confidential: If a proposal does not clearly identify the confidential portions, the Airport will not notify the Proposer that its proposal will be made available for inspection and copying.
- e. Process for Disclosing Information: The Airport will follow the Arkansas Freedom of Information Act with regard to disclosure of any Confidential or Proprietary Information. The Airport will provide advance notice of such request for disclosure.

- f. Indemnification by Proposer: To the extent that the Airport withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the Airport, the Commission, the City, their elected officials, agents and employees, from all damages, penalties, attorneys' fees and costs related to withholding information from public disclosure.
- g. No Claim Against Airport: By submitting a proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

## **B. Basic Eligibility**

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

## **20. Insurance /Indemnity & Waiver of Damages**

Insurance: Prior to execution of an Agreement for services under this RFP, the successful Proposer will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in the Airport's standard Broker Services Agreement (Exhibit B). The Broker shall be required to maintain Professional Liability insurance coverage in the minimum amount of \$2,000,000 per occurrence.

Indemnity & Waiver of Damages: The successful Broker will hold the Airport, the Commission, the City, their elected and appointed officials, agents and employees, harmless from and against all suits, claims, demands, damages, actions and/or causes of action of any kind or nature in any way arising from Broker's performance under the Agreement and will pay all expenses in defending any claims made against the Airport, the Commission, the City, their elected and appointed officials, agents and employees, as a result of Broker's performance under the Agreement.

Binding Offer: A Broker's proposal, including Broker's fees, will remain valid for a period of 180 days following the proposal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a proposal shall be taken as prima facie evidence that the Broker has familiarized itself with the contents of this RFP.

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

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

Collusion: More than one proposal from the same Broker under the same or different names will not be considered. Reasonable grounds for believing that a Broker is submitting more than one

proposal will cause the rejection of all proposals in which Broker is involved. Those proposals will be rejected if there is reason for believing that collusion exists among Brokers, and no participant in such collusion will be considered in any future proposals for the provision of services for the next six months following the date of the proposal submission.

## 21. General Information

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

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

Evaluation and Recommendation: An evaluation committee ("Committee") will consist of Airport staff members and Airport Commissioners. The Airport reserves the right to request additional information and clarification of any information submitted, including any omission from the original proposal. All proposals will be treated equally with regard to this item.

The evaluation will be based on the comparative fulfillment of the criteria where zero (0) is non-responsive and 10 is the highest score. Total scoring is a mathematical extension of the criteria score times weight. The following evaluation criteria have been established to determine which Broker will best contribute to the overall goals of the Airport.

#	Element	Weight or Value
1	Broker Organization-Qualifications	35%
2	Account Executive's Qualifications	25%
3	Services and Approach to Servicing Account	10%
4	Fee Structure	20%
5	Quality and Completeness of Written Proposal	10%

Selection: The final selection and approval of the successful Broker will be made by the Airport in accordance with its competitive selection process. The Committee will evaluate proposals on the basis of the guidelines set forth in this RFP and will present its findings to the Commission. The Agreement will be approved at a regularly scheduled board meeting as soon as practical after award.

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

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

END.

## Exhibit A - Proposal Form

Proposer is bound by its written proposal for a period of Sixty (60) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Proposer that the Fort Smith Airport Commission reserves the right to reject any and all written proposals.

Each proposer **MUST** present a fixed cost proposal for the work to be performed. Fees will be guaranteed for the full term of this agreement and should include all costs. Cost Data for "Other Risk Management Services" can be included in the overall fee or based on and identified as "usual and customary" if desired. Either way, it is the desire of the Airport to have those services identified. It is the intent of the Airport to have all services provided covered under the "Base Brokerage Services!"

Contract Years	Year One	Year Two	Year Three
Brokerage Services Annual Fee	\$ _____	\$ _____	\$ _____

Please include on a separate page any fixed price quotes for other risk management services (outside the Scope of this Agreement) the Proposer would like the airport to consider.

## Exhibit B - Proposal Submission Checklist

### PROPOSAL SUBMISSION CHECKLIST

This checklist should be used by the Bidder to ensure the Bid Packet and all forms have been completed per the instructions prior to submission of Bid.

- \_\_\_\_\_ Cover Letter
- \_\_\_\_\_ Executive Summary
- \_\_\_\_\_ Identification of Proposer
- \_\_\_\_\_ Qualifications and Experience
- \_\_\_\_\_ Financial Information
- \_\_\_\_\_ Exhibit A - Proposal Form
- \_\_\_\_\_ Exhibit B - Proposal Submission Checklist
- \_\_\_\_\_ Exhibit C - Non Collusion Affidavit
- \_\_\_\_\_ Exhibit D - Acknowledgement of Addenda (if any)

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

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

# Exhibit C - Non Collusion Affidavit

## AFFIDAVIT

STATE OF \_\_\_\_\_ ) COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_ ) ss.  
\_\_\_\_\_ )

The undersigned individual, of lawful age, being duly sworn, upon his/her oath deposes and says:

That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of the bidder; that the bidder has not directly or indirectly, entered into any agreement express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are open.

The undersigned individual further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding, or with any Fort Smith Regional Airport or Fort Smith Airport Commission official, employee or agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other term of the said prospective pricing agreement/contract; or in any discussions between the bidders or Fort Smith Regional Airport or Fort Smith Airport Commission official, employee or agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any Fort Smith Regional Airport or Fort Smith Airport Commission official, employee or agent any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

The undersigned, and the undersigned's acquaintances, friends, family, outside advisors, agents, or other representatives have not contacted the Fort Smith Regional Airport or Fort Smith Airport Commission official, employee or agent, or any federal, state, or local elected or public officials to arrange meetings, visits, or presentations to influence the outcome of the selection process.

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for the proposers.

\_\_\_\_\_  
Affiant

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

## Exhibit D - Acknowledgement of Addenda

### Acknowledgement of Addenda

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting Purchase Agreement.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).


Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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