



## REQUEST FOR PROPOSAL RFP # 1819-01

The IUC Insurance Consortium (IUC-IC)  
Risk Management Broker  
(As per the Specifications Listed Herein)

### Due Date/Time

June 27, 2018 by 2:00 PM EST

### Mailing Address

IUC Insurance Consortium  
c/o IUC Purchasing Group  
2605 Euclid Avenue, Suite 310  
Cleveland, OH 44114

### Contact

Elizabeth A. Conlin  
Director, IUC Insurance Consortium  
(P) 216.296.9607  
[Conlin.20@osu.edu](mailto:Conlin.20@osu.edu)

**A Firm may not contact anyone including a Member other than the Director  
in connection with this RFP**

Proposals must be received by the due date/time specified above.  
Proposals received after the due date/time will be returned unopened to the Firm.

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## **Section I: Introduction & Notice to Potential Firms**

### **Request for Proposal No. 1819-01**

The IUC Insurance Consortium (IUC-IC) is accepting competitive sealed proposals from qualified companies for “*Risk Management & Insurance Broker/Consultant*” in accordance with the terms, conditions and requirements set forth in this Request for Proposal. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the IUC-IC.

### **RFP Signature Sheet**

Firms who plan to respond to this RFP are required to submit the Signature Sheet provided on Attachment A to this RFP by May 18, 2018. The executed document should be sent via email to the Director at [Conlin.20@osu.edu](mailto:Conlin.20@osu.edu).

### **RFP Proposal Closing Date and Location**

Responses to this RFP are due and must be received no later than 2:00 pm EST on June 27, 2018 and delivered to:

Elizabeth A. Conlin, Director  
IUC Insurance Consortium  
c/o IUC Purchasing Group  
2605 Euclid Avenue, Suite 310  
Cleveland, OH 44114

### **RFP envelopes shall be sealed and clearly marked:**

RFP #1819-01  
Risk Management & Insurance Broker/Consultant  
IUC Insurance Consortium

#### **Notes:**

- 1.) It is the Firm’s responsibility to ensure their proposal is received at the location detailed prior to the proposal opening time. Proposals will NOT be accepted electronically or via facsimile.
- 2.) All properly received RFP’s will be opened at the Director’s office. RFP’s are informal proposals and are not read at a public opening nor are the tabulations published. Written requests for proposal results must include the proposal name, number and closing date. Results will not be published until award is made.

### **Revisions**

In the event that it becomes necessary to revise any part of this RFP prior to the assigned return date, any revisions will be provided by the Director’s Office, or designee, to all Firms involved in this RFP. Changes in the specifications will be provided to all Firms, in writing via email, via an addendum made through the Director’s Office.

The IUC-IC will be the sole determinant of whether any revisions/addenda should be issued as a result of any question or other matters, and may extend the proposal deadline, if in the IUC-IC’s judgment such information significantly amends this solicitation, or makes compliance with the original proposed due date impractical.

**The IUC-IC reserves the right to:**

- Accept or reject any or all proposals, or any part thereof, or to withhold the award and to waive, or decline to waive, irregularities in any proposal when determined that it is in its best interest to do so;
- Hold all proposals for a period of up to ninety (90) days after the opening date and to accept a proposal not withdrawn before the scheduled proposal opening date;
- Waive any informalities or technicalities contained in any proposal received;
- Waive any minor defects in the proposal;
- Conduct discussions with Firms and accept revisions of proposals after the closing date;
- Make an award based upon various selection criteria;
- Request clarification from any Firm on any or all aspects of its proposal;
- Cancel and/or reissue this RFP at any time;
- Retain all proposals submitted in response to this RFP;
- Invite some, all, or none of the Firm(s) for interviews and further discussion;
- Award one, some, or none of the Firms who submit proposals.

**Note:** No telephone, telegraphic, electronic via email or facsimile proposals will be considered. Further, proposals received after the time of closing will be returned to the Firm unopened.

Firms may withdraw proposals at any time prior to the time and date set for opening.

If a Contract is made, it shall be made to the responsible Firm whose proposal is determined to be the most advantageous to the IUC-IC. Price alone will not be the sole determining factor in the selection process.

Instructions, service standards, etc., where shown herein, are for descriptive purposes to guide the Firm in interpretation of the quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of services/approaches that may be judged as acceptable alternatives. If the description of your offer differs in any way, you must give a complete detailed explanation of your proposal where applicable. Unless specific exception is made, assumption will be that you are submitting a proposal exactly as the specifications of this document require.

## RFP Questions

Firms must submit questions by May 18, 2018 2:00 pm EST. All questions are to be submitted via email as indicated below. Questions or concerns regarding this Request for Proposal shall also be directed to:

Elizabeth A. Conlin, Director  
IUC Insurance Consortium  
(P) 216.296.9607  
[Conlin.20@osu.edu](mailto:Conlin.20@osu.edu)

All inquiries must be in writing and must reference RFP #1819-01 and full contact information for the individual submitting the inquiry. Responses to all inquiries will be sent to all potential Firms of record on the date indicated in the RFP Schedule of Events.

Proposal results will not be given out until such time as an award is made. Results may then be requested in writing.

This RFP does not commit the IUC to negotiate a contract, enter into an agreement nor obligate it to pay for any costs incurred in the preparation or submission of any proposal or in anticipation of a contract or agreement. The IUC-IC

reserves the right to contract and/or agree to do business with any one or more of the Firms responding to the RFP based solely on its judgment of the qualifications and capabilities of the Firm(s).

### **RFP Mandatory Pre-Bid Meeting**

Firms interested in responding to this RFP are required to attend a Pre-Bid Meeting that will be held in Columbus, OH on June 6<sup>th</sup> in the afternoon. This will allow Firms to learn more about the IUC-IC and have the opportunity to ask additional questions.

Details will be provided to those who commit to responding to this RFP by submitting Attachment A.

## Section II: RFP Schedule of Events

The IUC Insurance Consortium will make every effort to adhere to the schedule detailed below:

RFP Issued	May 8, 2018
RFP Inquiries Due from Firms	May 18, 2018 – by 2:00pm EST
Answers to Inquiries Due to Firms	June 4, 2018
<u>Mandatory Pre-Bid Meeting</u>	June 6, 2018 (Columbus, OH)
RFP Responses Due	June 27, 2018 – by 2:00pm EST
Interview Selected Firms	July 26, 2018 (Columbus, OH)
Selection of Firm	By August 15, 2018
Contract Effective Date	October 1, 2018

### Section III: History & Background

The Inter-University Council of Ohio (IUC) was established in 1939 as a voluntary educational association of Ohio's public universities. Today, the association represents Ohio's 13 public four-year universities and one freestanding medical college that offer a broad range of associate, baccalaureate, graduate, and professional programs. The association's purpose is to facilitate the development of common interests and concern of its members and to assist in sustaining and improving the quality of public higher education. IUC also engages in public relations, research and government liaison work on behalf of its members. IUC operates with nine standing committees of senior university officers, although special ad hoc committees may be established to consider particular subjects or issues.

The IUC-IC was born out of the Fiscal Officers when certain IUC universities began purchasing their property and casualty insurance on a group basis. Recognizing the tremendous benefits to be realized through the group purchase of insurance, they established the Inter-University Council - Insurance Consortium (IUC-IC) in 1994. Today, the IUC-IC includes thirteen of the fourteen 4-year state colleges and universities in Ohio. Please note that although Ohio State University (OSU) is a member of the IUC, OSU does not currently participate in the IUC-IC. There are multiple group insurance programs currently in place, of which the property and casualty programs utilize pooling to share retentions as well as pooled layers and limits.

In 2006, the casualty program was formalized and the Board of Governors was created. The Board of Governors is comprised of representatives from each member and is the decision-making body for the Consortium. The formal name is the Inter-University Council – Insurance Consortium (IUC-IC) and operates as a Nonprofit Corporation in the State of Ohio, which has the same legal status as the Member Institutions.

The Consortium has a formal governance structure that operates the program with the Board of Governors being the ultimate decision-making body. Various committees handle the day-to-day functions of the IUC-IC and report to the Board as required. Other ad hoc committees are formed from time to time to work on specific tasks for the Consortium. In 2009, the IUC-IC hired a Director to assist the Board with managing the operations of the Consortium as well as support strategic planning efforts. In addition to managing operations, the Director oversees all third party service providers including Brokerage Services.

The mission of the Consortium is to provide our member universities with innovative risk management expertise, asset protection and effective loss control strategies in support of affordable access to education for our students. As you can see from our mission, students are our primary focus and the beneficiaries of education policy. Fostering and strengthening institutional partnerships, creating economies of scale for a variety of public and private partners across the state has value for the institution and its students, as well as employers and the state. The IUC-IC is recognized as being one of the leading entities demonstrating the significant value of collaboration. Therefore, the goal of the IUC-IC is to continually review opportunities for program improvement and sustainability.

To confirm, the IUC-IC Membership currently includes:

Bowling Green State University – Central State University – Cleveland State University – Kent State University  
Miami University – NEOMED – Ohio University – Shawnee State University – University of Akron  
University of Cincinnati – University of Toledo – Wright State University – Youngstown State University

The Members currently Pool their Property & Casualty (GL, AL, ELL, and Excess) and related coverages in two (2) separate pools: one for Property and one for Casualty. Group programs currently include Crime, Cyber, Foreign Liability, International SOS, Special Accident, Medical Malpractice and Environmental. Medical Malpractice for University of Cincinnati and University of Toledo fall outside the scope of this RFP.

The following is a summary of the Program's FY18 Property exposures:

Member Institution	Property Damage	Time Element (BI & EE)	Total Insurable Values
Bowling Green State University	\$1,629,486,307	\$221,911,861	\$1,851,398,168
Central State University	\$313,939,186	\$21,443,253	\$335,382,439
Cleveland State University	\$1,210,845,709	\$177,914,798	\$1,388,760,507
Kent State University	\$2,461,543,410	\$349,623,657	\$2,811,167,067
Miami University	\$2,859,537,115	\$444,991,728	\$3,304,528,843
NEOMED	\$350,110,297	\$41,675,991	\$391,786,288
Ohio University, The	\$2,244,259,289	\$444,406,766	\$2,688,666,055
Shawnee State University	\$226,298,544	\$21,985,554	\$248,284,098
University of Akron, The	\$2,161,031,478	\$272,376,292	\$2,433,407,770
University of Cincinnati	\$4,159,313,497	\$695,004,559	\$4,854,318,056
University of Toledo, The	\$2,651,088,474	\$486,754,820	\$3,137,843,294
Wright State University	\$946,318,786	\$186,123,586	\$1,132,442,372
Youngstown State University	\$892,642,104	\$63,225,125	\$955,867,229
<b>Totals</b>	<b>\$22,106,414,194</b>	<b>\$3,427,437,990</b>	<b>\$25,533,852,184</b>

The following is a summary of the Program's FY18 Casualty exposures:

Member Institution	STUDENT FTE COUNTS (Obtained from ODHE)			EMPLOYEE COUNTS <sup>(1)</sup> (Obtained from ODHE)			# OF AUTOS (Provided by Members)	
	Fall 2015	Fall 2016	Count Δ	2015	2016	Count Δ	2017	Count Δ
Bowling Green State Univ	16,938	17,218	280	3,765	3,770	5	156	-4
Central State University	1,693	1,618	-75	384	395	11	31	3
Cleveland State University	13,537	13,913	376	2,757	2,941	184	85	9
Kent State University	35,903	35,954	51	6,712	7,001	289	185	-7
Miami University	22,497	22,703	206	4,841	5,001	160	254	-20
NEOMED	1,046	1,128	82	427	465	38	11	0
Ohio University, The	33,468	33,673	205	6,993	6,948	-45	340	22
Shawnee State University	3,685	3,484	-201	550	563	13	15	-1
University of Akron, The	21,287	20,683	-604	4,761	4,471	-290	186	0
University of Cincinnati	37,211	37,366	155	9,430	9,910	480	323	7
University of Toledo, The <sup>(1)</sup>	18,460	18,064	-396	6,831	6,931	100	186	-10
Wright State University	14,893	14,961	68	3,589	3,433	-156	120	9
Youngstown State University	10,589	10,498	-91	2,102	2,076	-26	82	-13
<b>Totals</b>	<b>231,207</b>	<b>231,263</b>	<b>56</b>	<b>53,142</b>	<b>53,905</b>	<b>763</b>	<b>1,974</b>	<b>-5</b>

## Section IV: RFP Specifications

### Scope of Work

Services provided by the Firm under this proposal must encompass a minimum of the following services; Firm should demonstrate where necessary their ability to provide the services required:

#### Insurance Brokerage & Program Management Services

- 1.) Provide overall advice, consultation and recommendations with respect to the IUC-IC Programs.
- 2.) Collect information necessary to support the efforts of the Programs and provide exposure analysis for the Programs, at least annually, and provide individual member analysis as requested.
- 3.) Prepare bid specifications for any primary/excess/reinsurance coverage for the IUC-IC Programs, which include materials, statements of value, coverage specifications and other underwriting data required by the IUC-IC or its Insurers. Firm shall provide a complete copy of bid specifications and submissions to the IUC-IC Director prior to renewal and/or marketing of the Programs.
- 4.) Continue to offer to the IUC-IC alternatives for continual program improvement and sustainability. Recommend Program design and marketing strategies for desired coverage of and for any of the IUC-IC Programs, whether currently existing or to be developed into a new Program. Such service shall include creating policy specifications, and providing the IUC-IC with market analysis and forecast by insurance line prior to each renewal. Service includes providing estimated pricing and market trends, availability of markets and the long-term direction of the market. Services shall also include providing advice with respect to Program structures, insurance limits, self-insured retentions (deductibles), terms, conditions and services for the IUC-IC Program.
- 5.) Recommend insurance markets for primary/excess/reinsurance coverage for the IUC-IC Program. At the direction of the IUC-IC Director, the Firm chosen shall be authorized for purposes of this agreement to represent and assist IUC-IC in all discussions and transactions with all insurers, provided that the Firm shall not place any insurance on IUC-IC's behalf unless so authorized by the IUC-IC. The Firm will accurately represent the insurers terms and pricing to the IUC-IC by providing all quotes received, including declinations.
- 6.) With the direction and approval of the IUC-IC, the Firm will market the IUC-IC's Programs by accessing all relevant carriers to obtain commitment for and implement the Programs, negotiate premiums and terms of agreements on behalf of the IUC-IC with primary/excess carriers/reinsurers, third party claims administrators or other providers providing service to the IUC-IC Program. The Firm understands and agrees that the IUC-IC Director and other members of the IUC-IC will attend, or be part of such efforts. The Firm will provide the IUC-IC with an advance schedule of such meetings and efforts.
- 7.) The Firm is to advise minimum guidelines that guides their placements with insurance markets. The Firm will monitor published financial information of the IUC-IC's current insurers and alert the IUC-IC

when the status of any of the IUC-IC's insurers falls below the Firm's minimum financial guidelines or there are concerns.

- 8.) Review all binders, coverage agreements, policies, endorsements, invoices and other insurance related documents for conformity and accuracy to specifications of negotiated coverages and services prior to delivery, including coordination of coverage between placements to maintain insurance policies without lapses or duplication of coverage as well as eliminate any inconsistencies with primary/excess/reinsurance coverage of the Program. Use best efforts to obtain and provide revisions to such documents as needed.
- 9.) Provide detailed binders upon coverage placement prior to the expiration of the IUC-IC's current policies or prior to the effective date of any newly placed coverage. To support contract certainty, all policies are to be delivered within 60-days of policy inception but no later than 90-days. All other policy documents to be delivered within 30-days or per the timeframe mutually agreed upon. Document thorough follow-up with insurance carriers for timely issuance of policies and endorsements.
- 10.) Provide policy interpretation and assistance in resolution of coverage issues.
- 11.) Submit originals of all policies issued to the IUC-IC Members and others as directed by the IUC-IC. Provide detailed coverage summaries and schedules of insurance within six weeks of policy inception as well as when new coverages are placed or there are material changes to the Program.
- 12.) Assist with providing risk management analysis as to coverage and services and provide answers to coverage questions including, but not limited to, assistance with general insurance and risk management matters pertaining to the Program. Facilitate dialog with insurers on insurance coverage issues and provide timely and thorough responses.
- 13.) Assist the IUC-IC to develop materials to support insurance requirements within contracts as well as support contract review and inquiries from the IUC-IC.
- 14.) Provide the IUC-IC with an annual forecast of market conditions; however, the Firm will keep the IUC-IC informed of any significant changes and/or trends in the insurance marketplace or any change that could affect the IUC-IC and their Programs throughout the contract term.
- 15.) As requested by the IUC-IC, process certificates of insurance, bonds, auto identification cards or other insurance related documents with respect to insurance policies placed by the Firm. Such documents are to be provided prior to renewal as well as on-going documents are to be issued within 24 hours or sooner if requested by the IUC-IC.
- 16.) Review audits, rating adjustments, dividend calculations and loss data.
- 17.) Where necessary, the Firm will provide the IUC-IC with detailed invoices, except in the case of direct billing by insurers. Invoices should include the Member Institution as well as the details of what is being invoiced. Other than fee invoices, all invoices are to be sent directly to the Member Institution

- electronically with an electronic copy to the IUC-IC Director. All monthly statements are to be sent electronically to the IUC-IC Director.
- 18.) Act as a liaison between the IUC-IC and insurers and attend meetings/calls as requested.
  - 19.) Assist the IUC-IC in developing the Program's Resource Guide detailing all services available to the IUC-IC as part of the Program and assist the IUC-IC in promoting such services and resources to the IUC-IC.
  - 20.) In collaboration with the IUC-IC, conduct strategic planning sessions to review the current Program and establish future objectives and strategies for the IUC-IC's Programs, both short-term and long-term.
  - 21.) Propose topics for and assist the IUC-IC with the development of educational webinars and coverage workshops for the IUC-IC.
  - 22.) In collaboration with the IUC-IC Director, assist with the implementation of a mutually agreeable renewal action plan and timeline that highlights accountability and meets the IUC-IC's objectives.
  - 23.) At least monthly, facilitate calls with applicable team members to discuss on-going strategy and open items.
  - 24.) At the direction of the IUC-IC Director, assist the IUC-IC in working with any third party service providers such as actuaries, accountants, outside counsel, 3<sup>rd</sup> party administrators and other service providers whose services may be required for the operation of the IUC-IC Programs. Assist the IUC-IC with the preparation of reports, responding to questions and providing input to those service providers involved in the Program. Upon request, assist the IUC-IC in developing scope, providing recommendations and negotiating 3<sup>rd</sup> party contracts as well as the evaluation of services.
  - 25.) Assist the IUC-IC with developing an annual Program Budget and issue expense payments (direction-to-pay) as requested by the IUC-IC.
  - 26.) On a monthly basis following receipt of necessary documents from the IUC-IC Director, the Firm will develop bank and pool reconciliations, including member loss control funds, recognizing the Program's current Standardization Guidelines, and provide to the IUC-IC Director for approval prior to the IUC-IC distributing to the membership.
  - 27.) Annually following each July 1<sup>st</sup> renewal, develop the Program's efficiency reports demonstrating the cost savings and other benefits achieved by the Program. IUC-IC Director will provide reasonable timeframe to prepare such efficiency reports.
  - 28.) Assist the IUC-IC in developing and maintaining documents required by the Program.
  - 29.) Assist the IUC-IC with the development and review of the Program's Annual Cost Allocations for accuracy and provide recommendation for change, if applicable.
  - 30.) Assist the IUC-IC with the development and on-going review of the Program's policies and procedures.

- 31.) Assist the IUC-IC with the preparation of a formal annual report, including Individual Member Performance Reports, at the end of each renewal period showing the status of the activities and accomplishments in the previous year as well as individual member performance in the Program. Such report shall also recommend plans and goals, both short-term and long-term.
- 32.) Work with the IUC-IC Director to identify initiatives for the benefit of the IUC-IC and its Program, and support the process for any identified opportunities.
- 33.) The Firm recognizes and acknowledges that the IUC-IC carries out much of its operations through the volunteer service of committees, and the Firm shall support the activities of the IUC-IC Committees as follows:
  - a. Upon request, assist the IUC-IC with coordination of meeting logistics.
  - b. Provide conference and webinar capabilities when it involves the Services the Firm provides to the IUC-IC.
  - c. Firm's team members to attend regularly scheduled and special IUC-IC and IUC committee meetings, webinars, calls as requested or deemed necessary for the work the Firm performs for the Program.
  - d. Suggest meeting content for consideration.
  - e. Upon request, identify and/or arrange for outside speakers/guests.
  - f. Develop documentation applicable to the discussions or as required.
  - g. Address and/or follow-up on designated action items resulting from discussions.
  - h. The IUC-IC will provide the Firm with minutes that are relevant to the work that they perform for the program and that are not of a private or confidential nature.
- 34.) As requested, assist the IUC-IC Director in updating Program websites with Program information.
- 35.) Work with and inform the IUC-IC Director on issues of consequence to the IUC-IC Programs.
- 36.) Conduct annual stewardship report to address the Firm's accomplishments and performance issues as well as review scope for the year ahead.

#### Risk Control Services

In addition to having responsibility for the services outlined above under Insurance Brokerage & Program Management Services, the Firm will provide the additional risk control-related services as follows:

- 1.) The Firm will provide the implementation, reasonable oversight and control of property loss control services, as follows:

- a. Loss control surveys, to be conducted by insurance carrier or designated service provider, with information and recommendation development for all surveyed buildings. All main campuses will be visited. Other sites may be visited upon request of the IUC-IC.
  - b. Impairment Handling Services, to be provided by insurance carrier or designated service provider, to assist the IUC-IC with monitoring, tracking and providing engineering advice during interruption of fire protection service equipment and systems.
  - c. Upon request and subject to mutual agreement as to scope, the Firm will provide property insurance related specifications for major remodel and new construction projects. The areas of concern include fire protection, water supplies, construction, hazardous processes, natural hazards, exposures, etc. The specifications will be tailored to each project with the intent of providing an acceptable level of protection, yet at a cost-effective price.
  - d. Upon request and subject to mutual agreement as to scope, Plan Review Services are to be provided by the Firm, insurance carrier or designated service provider and will include review of submitted materials to current national and state standards, with follow-up correspondence and provide on a timely basis.
  - e. The Firm will be available to assist the IUC-IC in special loss control requests pertaining to property and life safety loss control efforts, including on-site review and consultation. The scope of any such engagements shall be mutually agreed.
  - f. Maximum Foreseeable Loss development for concentration of highest valued buildings for IUC-IC provided by insurance carrier or designated service provider, to be used for risk management, underwriting and marketing efforts. In addition, any structure over a designated threshold as detailed in the IUC-IC Loss Control Programs will be reviewed.
  - g. Oversight, receipt and review of jurisdictional inspection surveys to be conducted by designated service provider.
  - h. The Firm will provide coordination and reasonable oversight for insurance carrier or designated service provider loss control data management, which will allow the IUC-IC to review collected information covering property, infrared thermography, and jurisdictional services. Insurance carrier or designated service provider loss control data management site will allow for IUC-IC input of responses for information and recommendations. It is understood that IUC-IC owns all of the data that has been collected for the IUC-IC members.
- 2.) In coordination with the IUC-IC, the Firm will support the casualty loss control efforts of the Program. In this capacity, the Firm will be responsible for the following:
- a. Coordinate UE Premium Credit needs as well as other carrier requirements (surveys, contacts and resource presentation).

- b. On an ongoing basis, provide loss control, risk consultation services and advocacy for the program which involves the distribution of information related to existing or emerging issues or best practices to the IUC-IC.
    - c. On a timely basis, provide feedback to individual member queries.
    - d. As necessary, coordinate assistance by other professionals of the Firm who can provide support on various casualty loss control topics.
  - 3.) At the direction of the IUC-IC, the Firm will facilitate activities of the Program's Annual Loss Control Symposium, which will include guiding the IUC-IC Ad-hoc Symposium Committee as well as acting as the event coordinator. Activities to be completed by the Firm include the following:
    - a. Facilitate committee activities.
    - b. Conduct communications/survey to identify the topic.
    - c. Venue Coordination — facilitate meeting logistics including identification of venue, venue booking, meal selection, room set up and AV coordination.
    - d. Campus Interviews - conduct interviews of staff associated with the symposium topic to gather specific guidance to hone the topic discussion, determine date conflicts with other major conferences and events, and inquire about known speakers. Interview notes will be shared with the committee.
    - e. Speaker Coordination - identify, make initial contact, conduct interviews, and determine costs/budget to be approved by the committee, gather speaker presentation outlines, and coordinate approval of speakers with the sub-committee.
    - f. Communications Development — develop agenda, gain approval from the committee and distribute "Save the Date" notice, cover letter and brochure. Establish registration date and follow-up with each Member if necessary. Develop on-site
    - g. Presentation Preparation - coordinate presentations for viewing and prepare handouts, including on-site poster materials as well as attendee name-tags and other on-site / registration materials.
    - h. Facilitate speakers to complete opening and transitional remarks, facilitate group sessions and serve as the event monitor.
    - i. Follow up with questions after symposium.
  - 4.) Interact with the various carriers and service providers to assist in correct information exchange and coordination during the policy period as well as part of the underwriting / renewal process.
  - 5.) On a quarterly basis, conduct a claims and loss review process for the IUC-IC. This service will entail the gathering, review and presentation of recent and historical loss information as well as industry loss information. Assist IUC-IC in the review of losses to identify loss trends as well as lessons to be learned

so plans can be developed to eliminate potential significant losses as well as repetitive losses. Identify and coordinate discussions on lessons from losses.

- 6.) Assist with the development of and provide the services outlined in the IUC-IC Loss Control Programs, which have been mutually agreed upon by the parties.

#### Claims Services

**Note:** Claims brought against a Member university in Ohio are afforded limitations as provided by the Ohio Revised Code. Those claims are to be presented to the Court of Claims and the Ohio Attorney General who is designated as the legal representative for the Member university.

In addition to having responsibility for the services outlined above under Insurance Brokerage & Program Management Services, the Firm will provide the additional claims-related services as follows:

- (1) As respects Automobile Physical Damage (APD) claims:
  - a. Assist in the adjusting, settling and documenting of all reported APD claims.
  - b. Issue settlement payments.
  - c. Identify opportunities for subrogation and assist members with subrogation activities.
- (2) Evaluate coverage applicability on all coverages placed by the Firm.
- (3) Address claim scenarios, either an existing or a potential claim scenario.
- (4) Assist the IUC-IC in the development of settlement strategies.
- (5) Assist the IUC-IC with claim negotiations and follow-up with carriers as well as claims administrators with respect to timely and satisfactory resolution of claims.
- (6) Assist the IUC-IC with litigation management issues that impact claim settlements.
- (7) Consult with and provide advocacy on behalf of the Program and any Member in the resolution of claims.
- (8) Assist with the development of and provide the services outlined in the IUC-IC Claims Procedures Manual, which have been mutually agreed upon by the parties.
- (9) Assist with oversight of the Program's RMIS system and carrier loss runs to support the accuracy of the IUC-IC claims data, including timeliness of information received.
- (10) Audit and monitor 3<sup>rd</sup> Party Claims Administrator's performance and conduct claims reviews for Members, no more than 3 reviews in an annual period.

- (11) As directed by the IUC-IC Director, assist with coordinating claims services with 3<sup>rd</sup> party claims administrators engaged by the IUCIC, including but not limited to evaluating service proposals.
- (12) The IUC-IC will have the right to audit any claims files and payments made on its behalf by the Firm or other Service Provider.

## Section V: Firm Questionnaire

Proposals should be organized into distinctive sections that correspond with the “Broker Questionnaire” categories. It is the responder’s sole responsibility to submit information related to the evaluation categories and the IUC-IC is not obligated to solicit such information if it is not included. The failure to submit such information may cause an adverse impact on the evaluation of the proposal.

**If your firm is a branch or subsidiary of a larger/national agency, the information provided in reference to the questions in this questionnaire should reflect only the activities of and resources available at the office on behalf of which this proposal is being submitted, unless otherwise requested.** If facilities or expertise from your parent or affiliated offices will be available and/or necessary in servicing our needs, please indicate this in your submission cover letter.

Firms are to respond succinctly and exactly how the questions are laid out below. Supplementary material on any of the questions is welcome; however, should be detailed in a separate section in the Appendix.

### General Information

- 1.) Name of Firm, including:
  - a. Address
  - b. Telephone (Work and Mobile)
  - c. E-Mail
  - d. Name of Contact Person with Title in connection with this proposal
- 2.) List subsidiary or associate companies of your firm which you wish to use or might have future value in servicing the IUC-IC account. Describe how these entities would be compensated.
- 3.) Date submitting office was established.
- 4.) Provide documentation that the Firm and proposed team members are licensed to do business in the State of Ohio.
- 5.) If subsidiary, branch, franchise of a national firm, provide the following information:
  - a. Head office
  - b. Date established
  - c. Number of offices in the United States and Overseas
- 6.) Provide a brief summary of the history of your firm, including information you feel sets your firm apart from others in your industry.
- 7.) Provide the following information for the last fiscal year of your operation, broken out by parent organization and servicing office:
  - a. Premiums
  - b. Commissions
  - c. Fees
  - d. Other Income

Firms selected for an interview will be required to provide their latest audited financial statements for review and evaluation.

If requested, information provided under this question will be treated as confidential to the extent allowed by law.

- 8.) Do you have a practice focused on Higher Education or Consortia Programs?
- 9.) Provide a copy of your Ethics Statement or Policy.

### Staffing Qualifications

- 10.) Provide information on account executive and the team you propose to service the IUC-IC account. Attach detailed resumes of the account executive(s) and any backup staff you plan to use in servicing the account. Each resume should include at least the following:
  - a. Name
  - b. Title
  - c. Number of years in this capacity
  - d. Length of service with your firm
  - e. Where the individual is located
  - f. Educational Background
  - g. Professional Experience
  - h. Professional experience in servicing higher education institutions and consortia programs
  - i. List any areas of expertise.
- 11.) Describe the nature and level of staff resources and service capabilities readily available to you through your parent organization – especially as they relate to higher education and consortia programs.
- 12.) Describe your approach to managing on-going open items, especially across team members, and identify the responsible team member.
- 13.) Define ‘advocacy’ and how you approach for your clients, provide an example.

### Insurance Markets

- 14.) List the principal insurance markets, but no less than 5, that you represent that would be a valued partner on a program like the IUC-IC. List markets and premiums placed, and indicate whether placed through local office or the firm as a whole.
  - a. Property
  - b. General Liability
  - c. Automobile Liability
  - d. Excess Liability
  - e. Medical Malpractice
  - f. Cyber
  - g. Crime
  - h. Foreign

- 15.) Is your access to the Excess or Surplus Lines Markets via:
  - a. Your own organization?
  - b. An outside organization?
  - c. Both?
  - d. If outside your organization, identify the companies.
  
- 16.) Are your client's placements made through the team or a centralized broking unit? Describe your approach to placing such programs.

#### Higher Education Experience

- 17.) Describe your resources and expertise in placing and servicing Higher Education and the benefit it will bring to the IUC-IC and its members.

#### Consortia & Pooling Experience

- 18.) Describe your experience in servicing Pools, and what services you have provided. Specifically address the following:
  - a. Pool Name
  - b. Pool Retention and Limits
  - c. Member Deductibles
  - d. Administration
  - e. Benefits Provided
  - f. Challenges Incurred

#### Other Considerations

- 19.) Explain how you exercise quality control in the marketing of programs, policy issuance, claims and loss control services provided.
  
- 20.) Analytics can be critical to the design, marketing and ultimate negotiations of a program. Describe what services will be available to the IUC-IC and how the Firm believes they will benefit the Program.
  
- 21.) Detail how ancillary placements would be handled, i.e. by the immediate team or others?
  
- 22.) The issuance of Certificates of Insurance is critical to our operations – describe your Firm's process for issuing Certificates.
  
- 23.) The IUC-IC utilizes 3<sup>rd</sup> party websites to support communication and the sharing of documents, do you foresee your team having any challenges in accessing?
  
- 24.) Describe other services that the Firm has to offer such as:
  - a. Consulting services;
  - b. Resource information, such as educational webinars and white papers

- c. On-line service capabilities such as evidence of insurance
- 25.) Provide three (3) references of current clients and one (1) reference of a former client. Preference will be given to references of Higher Education and/or Consortia clients – refer to Attachment D of this RFP.

### Compensation Structure

The Firm will be compensated by fee for all services detailed herein with the exception of ancillary placements or special projects. Ancillary placements will be on commission and special projects on a fee, which are all to be mutually agreed upon prior to inception of a placement or project.

As respects compensation, please address the following:

- 26.) State the maximum annual fee your firm would charge to provide the services detailed herein under “Scope of Work”, providing the following options:
- a. All services requested hereunder
  - b. Broken down by:
    - i. Property, including Loss Control and Claims.
    - ii. Casualty, including Loss Control and Claims.

Following review of proposals, IUC-IC reserves the right to request additional fee structures from the Firm.

- 27.) The IUC-IC requires full disclosure on all aspects of compensation as follows:
- a. Describe the compensation that could be derived indirectly because of the relationship with the IUC-IC.
  - b. Full disclosure annually of any and all compensation which the Firm receives from any party as a direct or indirect result of their relationship with the IUC-IC.
  - c. Except for ancillary placements, confirmation that any commissions received by the broker in relation to this account will be credited against the annual service fee unless otherwise agreed to by the IUC-IC in writing.
  - d. That the broker discloses when payment for services is earned, and when they will be billed.

## **Section VI: RFP Directives**

Firms are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, Firms must submit a complete response to this RFP in the format detailed by the specifications. Proposals must be dated, signed by an official authorized to bind the Firm to the terms of the proposal and submitted to the IUC-IC in accordance with the instructions, terms and conditions of this RFP.

### **Contract Term**

The contract shall be an initial term of three (3) years with an option to renew for two (2) additional one (1) year terms with the mutual contract of the IUC-IC and the Firm. Any renewal agreed upon shall occur ninety (90) days prior to expiration of the contract then in force.

If the Firm fails to perform under the terms of the contract; including but not limited to failure to operate at a reasonable manner for the best interests of the IUC-IC, the IUC-IC may give the Firm written notice of its failure to perform. If the Firm fails to correct the default within thirty (30) days, the IUC-IC may terminate the Contract after an additional thirty (30) days.

Either party may terminate the Contract by giving the other party thirty (30) days prior written notice of intent to terminate; except that any material breach of the Contract shall be just cause to terminate immediately the Contract and any obligations existing there under without any prior notice to you.

If the Contract is terminated by the Firm prior to the expiration date of the Contract, the IUC-IC may seek liquidated damages. In the case of default of the Contract, the IUC-IC may procure the articles or services from other sources and hold the Firm responsible for any excess cost or loss of revenue occasioned thereby.

It is the intent of the IUC-IC to award said Contract to a qualified Firm no later than August 15, 2018 with an inception date of October 1, 2018.

No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed upon in writing by the successful Firm and the IUC-IC, and incorporated as a written amendment to the Contract. Memoranda of understanding and correspondence shall not be construed as amendments to the Contract.

### **Award Timeline**

The IUC-IC intends to award the contract by August 15, 2018 with a October 1, 2018 effective date. This RFP states the instructions for submitting proposals, the procedures and criteria by which the IUC-IC proposes to govern the relationship between it and the Selected Firm.

Only information contained in this RFP, or supplemental written information supplied by the IUC-IC, should be considered in preparing proposals. No verbal interpretations, changes or modifications should be considered. All assumptions made by the respondent must be clearly stated in the proposal and qualifiers must be placed in context.

The Firm understands and agrees that it has the duty to explain and clarify any and all conditions imposed on, or included in, its responses to this RFP. The Firm further understands and agrees that it has an affirmative duty to inquire about, and clarify, any RFP statement that the respondent does not fully understand or that respondent reasonably believes may be susceptible to more than one interpretation.

Any respondent who does not follow the above prescribed methods of contact through the appropriate contact person, may be disqualified and its proposal rejected, regardless of its value to the IUC-IC.

### **No Proposal Requirement**

If the Firm is unable to provide a proposal, date and sign the proposal, indicate "NO PROPOSAL", provide a brief explanation and return the price inquiry before Proposal Closing Date. This response will ensure the Firm will be considered for future RFP solicitations.

### **Proposal Submittal**

Proposals should follow the chronology of this RFP. The Firms may return Proposals to the IUC-IC prior to the Proposal Closing Date/Time by first class certified mail, return-receipt requested, express mail, and/or by courier. Proposals will be accepted only if the signature page is signed and dated. Proposals received after the Proposal Closing Date/Time will not be considered. Requests for extension of Proposal Closing Date/Time will not be granted unless the IUC-IC determines, at its sole discretion, that the original Proposal Closing Date/Time appears impractical. Notice of any extension will be provided in the form of an Addendum to all Firms.

### **Dun and Bradstreet Data**

The IUC-IC reserves the right to request data from Dun and Bradstreet concerning history of Firm's financial and payment statistics. Proposals from Firms failing to provide the requested data to Dun and Bradstreet will not be considered.

### **Consideration and Award**

The decision to select a proposal will be made on the basis and merits of each individual proposal. The IUC-IC reserves the right to give added consideration or not to give consideration to special or unique features, which may be included in any proposal.

The IUC-IC would expect the successful Firm to be independent in fact and in appearance. Your proposal should provide evidence to substantiate this independence. You should not have any material conflicts of interest or the appearance of conflicts of interest.

While cost is always important, the lowest cost will not necessarily be the determining factor in award of a contract. Rather, any award made will be made to the Firm or Firms whose proposal(s), in the opinion of the IUC-IC, represents the best proposal, considering but not limited to the following: 1) the quality of a succinct proposal and responses, including comprehension of the services to be provided; 2) overall cost of the services; 3) overall value in terms of level of service proposed versus fees expected; 4) experience of the Firm in comparable projects; 5) judged reliability and reputation of the Firm/individual in providing service to other accounts; and 6) experience and qualifications of the Firm, assigned principal, and staff.

Acceptance of the successful proposal will be contingent upon the parties entering into a written Contract. While the IUC-IC reserves the right to develop a contract, it is requested that Firms provide a form of Contract, which they would propose to use to cover the terms and conditions of the Contract. A sample Contract should be provided in the Appendix of your proposal, and the Firm agrees that the Contract can be modified with mutual agreement of the parties.

A Contract may be awarded based upon initial proposals received without further discussion of such proposals. Accordingly, each proposal should be submitted with the Firm's most favorable financial terms and service capabilities.

The IUC-IC reserves the right to accept or reject any or all proposals, and to negotiate with Firms responding to this request, within the requirements of the request, to serve the best interests of the IUC-IC.

### Additional Information and Pricing Negotiation

In the event that information or pricing submitted by the Firm is unclear to the IUC-IC, additional explanations and/or pricing breakdowns from the Firm for the purpose of evaluation and decisions may be required.

### Proposal Preparation and Submission Requirements:

In order to be considered for selection, Firms must submit a complete response to this Request for Proposal. **One original and one (1) additional paper copy** of the proposal along with **one (readable only) electronic copy** on flash/thumbdrive/travel drive must be submitted to the IUC-IC Director. The Firm shall not make any other distribution of the proposal. Copies may be duplexed to reduce paper usage.

1. Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content. The Firm may include any optional data not provided for elsewhere and considered to be pertinent to this RFP as an addendum to the proposal.
2. Each hardcopy proposal should be bound in a single volume, with the original marked "**original**" and the copy marked "**copy**". All documentation submitted with the proposal should be bound in that single document.
3. Modifications, additions, or changes to the terms and conditions of this solicitation may be cause for rejection of proposal.
4. Firm's signature on this Request for Proposal certifies that their proposal is in all respects fair and without collusion or fraud. The Firm agrees to abide by all conditions of this RFP and certifies that the signatory is authorized to sign this proposal for the Firm.

### Specifications Information:

Proposals are requested on the materials and/or services specified. If the description of your offer differs in any way, you must give complete detailed description of your proposal, including pictures and literature, where applicable. The Firm must provide proposal exactly as specified on this RFP. The Firm may also offer alternatives. Firm may include any additional data not provided for elsewhere and considered to be pertinent to this RFP as an addendum to the proposal. Firms may submit any number of proposals, but if more than one proposal is submitted, they must be included in the same document. For each distinct alternate proposal, add an appendix containing only those sections that differ from the main proposal. For each such instance, include an identifier such as Appendix A at the center top of the appendix.

### Estimated Requirements

The IUC-IC in no way obligates itself to contract all of the services indicated in the specifications, but the entire amount of any discount offered must be allowed whether or not the services desired are less than the full range of services indicated. The IUC-IC requirements may be greater than or less than those shown, and the successful Firm shall be obligated to fulfill all requirements as indicated.

### Contract Extension

It is understood and agreed that the IUC-IC reserves the right to extend the contract period a maximum of ninety (90) days beyond the normal expiration date of this contract. Any further extension must be mutually agreed upon by all parties.

### **Use of Designs, Data, Etc**

The Firm may not use any registered trademark of the IUC-IC, on any item provided under this contact, without express approval and manufacturer designation of the appropriate licensing officials. The Firm agrees that it will keep confidential the features of any equipment or other technical or proprietary information furnished by the IUC-IC and use such items only in the production of items awarded as a result of this inquiry and not otherwise, unless IUC-IC's written consent is first obtained. Upon demand or completion of resultant purchase order, the Firm shall return all such items to IUC-IC or make other disposition thereof as may be directed or approved by the IUC-IC.

### **Evaluation**

If an award of contract is made, the Firm whose proposal, in the sole opinion of IUC-IC, represents the best overall value to the IUC-IC will be selected. Factors which determine the award are detailed more fully in the specifications, including but not limited to: the proposal's responsiveness to all specifications in the inquiry; quality of the Selected Firm's products or services; ability to perform the Contract; and general responsibility as evidenced by past performance. Price/discounts, although a factor, will not be the sole determining factor in award of the Contract.

### **Tax Exemption**

Where applicable, the IUC-IC, as a Nonprofit Corporation, is exempt from all state and local taxes under Ohio Revised Code 3345.203 and IRS Section 115(1). An exemption certificate will be furnished by the IUC-IC upon request.

### **Compliance**

The Firm warrants that both in submission of its proposal and performance of any resultant purchase order or contract, the Firm will comply with all applicable Federal, state and local laws, regulations, rules, or ordinances.

### **Advertising**

No Firm providing products or services to the IUC-IC shall appropriate or make use of the name or other identifying marks or property in its advertising.

### **Proprietary Information**

All evaluation criteria for proposals are non-proprietary and subject to public disclosure after contract award. All proposals, except for items reasonably identified by the Firm as trade secrets or proprietary information, are subject to public disclosure under Ohio Revised Code Section 149.43. The Firm shall be solely responsible for protecting its own trade secret or proprietary information, and will be responsible for all costs associated with protecting this information from disclosure. The IUC-IC shall keep one (1) copy of proposal in accordance with its records retention schedule.

### **Incurred Expenses**

The Firm(s), by submitting a proposal, agree that any cost incurred by responding to this RFP, or in support of activities associated with this RFP, shall be born by the Firm(s) and may not be billed to the IUC-IC. The IUC-IC will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to, this RFP. Firms submit proposals at their own risk and expense.

## Section VII: Terms and Conditions

1. **Acceptance of Products and Services:** All products furnished and all services performed under this Contract shall be to the satisfaction of the IUC-IC and in accordance with the specifications, terms, and conditions of the Contract. The IUC-IC reserves the right to inspect the products furnished or the services performed and to determine the quality, acceptability, and fitness of such products or services.
2. **Additional Information:** The IUC-IC reserves the right to contact any Firm for clarification of information submitted, to contact current and past customers referenced in the proposal, and to use other sources of obtaining information regarding the Firm, which may be deemed appropriate and would assist in the evaluation. In addition, the IUC-IC reserves the right to negotiate any point in the proposal or the subsequent contract with the selected Firm.
3. **Applicable Laws:** Awarded Firms will abide by all applicable federal, state, county, and city laws and regulations and will obtain (or demonstrate current possession of) any and all permits and licenses that may be required. Failure to meet (or to keep current) these requirements may result in termination of any Contract entered into. The laws of the State of Ohio will govern any Contract resulting from this RFP.
4. **Assignment:** Any Contracts entered into as a result of this offering may not be assigned by the selected Firm without the expressed written consent of the IUC-IC.
5. **Audits and Examination of Records:** The IUC-IC shall have the right, at any time, to audit the Firm's financial records that apply to the IUC-IC by using a reputable auditing firm selected by the IUC-IC. Each such audit shall be at the expense of the IUC-IC unless such audit discloses that the selected Firm has not followed the guidelines established in the Contract, in which event the entire cost of the audit shall be borne by the Firm.
6. **Awards:** The IUC-IC reserves the right to provide judgment concerning quality of product, service, and the Firm(s) capability to service the Contract. If an award is made, the Firm determined to have offered the best overall value to the IUC-IC shall be accepted.
7. **Bid Response:** It is the sole responsibility of the Firm to submit their bid response ON TIME and at the location shown within this RFP. **Requests for extension of the due date or time may not be considered. LATE BIDS, E-MAIL OR FAX RESPONSES WILL NOT BE ACCEPTED.**
8. **Cancellation for Lack of Funding:** The IUC-IC may, upon written notice to the Firm receiving the contract, suspend or terminate the unpaid balance of the contract without any further obligation on the part of the IUC-IC in the event that the Ohio General Assembly fails to appropriate sufficient funds to any of the Member Institutions, in a subsequent biennium, to assure full performance of the Contract's terms. The Firm shall be notified in writing of such non-appropriation at the earliest opportunity.
9. **Compliance:** Firm(s) warrant that both in submission of its proposal and performance of any resultant purchase order or contract, Firm will comply with all applicable Federal, state, and local laws, regulations, rules, and/or ordinances.
10. **Conflict of Interest:** By submitting a response to this RFP, Firm acknowledges that no conflict of interest exists between the Firm and the IUC-IC as well as its Member Institutions, or consultant and its employees, or any members of their families in relation to any policies or guidelines or state laws. Any person who acquires a

conflicting personal interest as of the date the work herein is to begin shall immediately disclose such interest to the IUC-IC in writing.

11. **Contract Amendments:** The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the IUC-IC's Director for prior review and approval.
12. **Contract Completion:** If the IUC-IC cannot reach a Contract with the selected Firm within thirty (30) days after their selection, the IUC-IC reserves the right to award a contract to the firm determined to be the next most qualified.
13. **Contract Extension:** It is understood and agreed that the IUC-IC reserves the right to extend the contract period a maximum of thirty (30) days beyond the normal expiration date of this contract. Any further extension as may be required shall be through mutual Contract.
14. **Default:** In the event the Firm fails to carry out or comply with any of the terms and conditions of the Contract with the IUC-IC, the IUC-IC may notify the Firm of such failure or default in writing and demand that the failure or default be remedied within ten days. In the event that the Firm fails to remedy such failure or default within the ten-day period, the IUC-IC shall have the right to cancel the Contract.

Without limiting the foregoing, the following shall constitute a material breach by the Firm, upon the occurrence of which the Firm shall immediately notify the IUC-IC: the Firm ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent. The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Firm from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract. Such cancellation by the IUC-IC shall not limit any other right or remedy available to the IUC-IC at law or in equity.

15. **Drug Free Work Place:** The selected Firm must be enrolled in, and in good standing in, a Drug Free Work Place Program approved by the Ohio Bureau of Workers' Compensation at time of contract execution with the IUC-IC and must comply with Ohio Revised Code Section 153.03 regarding its and any sub-contractor's drug free work place program requirements.
16. **Entire Contract:** This Request for Proposal and any resultant Contract shall be the complete and exclusive statement of the Contract between the IUC-IC and the Firm and supersedes all prior oral or written Contracts. The terms and conditions of any purchase order, Contracts, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.
17. **Estimated Requirements:** The IUC-IC in no way obligates itself to purchase the full quantities indicated, but the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The IUC-IC's requirements may be greater than or less than the quantities shown, and the successful Firm shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the term of the contract
18. **Ethical Conduct:** It is expected that once a Contract is issued, the Firm(s) (awarded or not awarded) will not undertake any actions that might interfere with, or be detrimental to, the contractual obligations of the IUC-IC. The IUC-IC reserves the right to take any and all actions deemed appropriate in response to unethical conduct by a Firm. Such actions include, but are not limited to, establishing guidelines for campus visits by a Firm and/or

removal of a Firm from the IUC-IC's Firms list(s). **Apart from the contact required for any on-going business at the IUC-IC, Firms are specifically prohibited from contacting any individual at, or associated with the IUC-IC regarding this RFP, including Member Institutions. Firm communication shall be limited to the contact named in this RFP document. A Firm's failure to adhere to this prohibition may, at the IUC-IC's sole discretion, disqualify the Firm's proposal.**

19. **Evaluation:** Selection and award of contract will be made to the Firm whose proposal, in the sole opinion of the IUC-IC, represents the best overall value to the IUC-IC. Factors that determine the award are detailed more fully in the specifications, and will include but are not limited to: the proposal's responsiveness to all specifications in the RFP; quality of the Firm's products or services; ability to fulfill the Contract; and general responsibility as evidenced by past performance. Payment terms and cash discounts will be considered in determining the contract award, but will not be the sole determining factor in award of the Contract. The IUC-IC will determine the weighting factors that will be assigned.
20. **Findings for Recovery (Ohio Revised Code Section 9.24):** Ohio Revised Code (O.R.C.) Section 9.24, prohibits the State from awarding a contract to any Firm(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a proposal, Firm warrants that it is not now, and will not become subject to an unresolved finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this RFP, without notifying the IUC-IC of such finding.
21. **Gratuities and Gifts:** The IUC-IC may immediately disqualify any Firm from the selection process if it is found by The IUC-IC that gratuities were offered or given by the Firm, or any agent or representative of the Firm, to an officer or an employee of the IUC-IC or any Member Institution in an effort to secure a contract or favorable treatment with respect to the awarding of a contract.
22. **Hold Harmless:** It is understood that the Firm, if awarded a Contract or purchase order, agrees to protect, defend, and save harmless the IUC-IC, a Member Institution, its officers, agents, and employees from any claims suits or demands for payment that may be brought against it due to the acts errors or omissions of Firm in providing the services under this Contract and for use of any patented material, process, article, or device that may enter into the manufacture or construction, or form a part of the works covered by Contract.
23. **Incurred Expenses:** Firm(s), by submitting a proposal, agrees that any cost incurred by responding to this RFP or in support of activities associated with this RFP shall be the Firm(s) sole responsibility and may not be billed to the IUC-IC or Member Institution. The IUC-IC will incur no obligation of liability whatsoever to anyone resulting from issuance of or activities pertaining to this RFP.
24. **Indemnification:** The Firm shall indemnify and hold harmless the IUC-IC, a Member Institution, its officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss damage, and liability (including all costs and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the respondent, or (b) by any act, error, or omission on the part of the respondent, its agents, employees, or sub-contractors.
25. **Independent Firm Status:** Firm recognizes that it is engaged as an independent Firm and acknowledges that the IUC-IC will have no responsibility to provide insurance or other fringe benefits normally associated with employee status. Firm, in accordance with its status as an independent Firm, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the IUC-IC by reason hereof, and that it will not by reason hereof make any claim, demand, or application to or for any right or privilege applicable to an officer, partner, employee, or agent of the IUC-IC or Member Institution, including but not limited to, unemployment insurance benefits, social security

coverage, or retirement benefits. Firm hereby agrees to make its own arrangements for any such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

**26. Informal Proposals:** RFPs are informal proposals and will not be read at a public opening. Written requests for proposal results must include the RFP proposal number and closing date. If a Firm wishes to obtain a copy of the proposal tabulation and/or evaluation form once award is complete, Firm should include a self-addressed, stamped envelope with its quote.

**27. Insurance:**

Firm shall procure and maintain, until all of their obligations, including any warranty periods under this Project, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Project and in no way limit the indemnity covenants contained for the Project. The IUC-IC in no way warrants that the minimum limits contained herein are sufficient to protect the Firm from liabilities that might arise out of the performance of the work under this Project by the Firm, its agents, representatives, employees or subcontractors, and Service Provider is free to purchase additional insurance.

Minimum Scope and Limits of Insurance:

Service Provider shall procure and maintain the minimum insurance coverage's set forth below.

1. Commercial General Liability - Policy shall include bodily injury, property damage, personal injury, contractual liability, fire legal liability, and medical payments coverage.
  - Each Occurrence \$5,000,000
  - General Aggregate \$5,000,000
2. Business Automobile Liability Bodily Injury and Property Damage for any owned, leased, hired and non-owned vehicles used in the performance of this Project.
  - Combined Single Limit \$5,000,000
3. Worker's Compensation/Employers' Liability Workers Compensation for losses arising from work performed by or on behalf of the Firm. The Firm shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract.
  - State Fund or Self-Insurance Statutory
  - Proof of Employers' Liability \$2,000,000
4. Professional Liability (Errors and Omissions) – for licensed or certified professionals, the policy shall be appropriate to the Firm's profession, and coverage shall be maintained for a period of three years after coverage term.
  - Each Occurrence \$5,000,000
  - General Aggregate \$5,000,000
5. Crime Coverage
  - Per Occurrence Limit \$5,000,000
6. Cyber Liability
  - Each event including Breach Response or Event Services \$5,000,000

Additional Requirements:

All policies shall meet the below requirements.

- a. Shall be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the Firm.
- b. Shall be written on an occurrence basis (professional liability on a claims-made basis).
- c. Shall be endorsed to include the IUC-IC and its governing board, officers, agents and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the Firm. This is evidenced on the Certificate of Insurance as well as a copy of the endorsement to the Firm's insurance.
- d. Shall contain a waiver of subrogation in favor of the IUC-IC and its governing board, officers, agents and employees for losses arising from work performed by or on behalf of the Firm.
- e. Limits can be met with a combination of primary and/or excess/umbrella coverage or equivalent.
- f. Coverage provided by the Firm shall not be limited to the liability assumed under the indemnification provisions of this Project.

Notice of Cancellation:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the University. Such notice shall be sent directly to the IUC-IC.

Acceptability of Insurers:

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Ohio with an "A.M. Best" rating of not less than A- VII.

Verification of Coverage:

Firm shall furnish the IUC-IC with certificates of insurance (ACORD form or equivalent) as required by this Contract, along with a copy of the policy endorsement evidencing said change. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Employers covered for Workers Compensation through the State Fund shall provide a copy of their current "Certificate of Premium Payment" to evidence they have coverage. All certificates and endorsements are to be received and approved by the IUC-IC before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Project and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

Document Submission:

Certificates of Insurance, copies of endorsed policies, notices of cancellations, and any other documentation as required by the insurance provisions of this Contract shall be sent to:

Elizabeth A. Conlin, Director  
The IUC Insurance Consortium  
c/o 7278 Chagrin Road  
Chagrin Falls, OH 44023

- 28. Licenses, Permits, and Certificates:** The Firm shall obtain all permits, certificates of inspection, licenses, etc. relating to his/her work, and shall pay all charges connected therewith

- 29. New Products/Services:** New related product lines/services, not available at the time of bidding, may be added during the course of this Contract by the awarded Firm(s). Requests to add new related product lines/ services must be submitted to the Director for prior approval before offerings are made available to those who place orders under this Contract. The IUC-IC also reserves the right to add additional participants to this Contract via a price negotiation process.
- 30. No Proposal Instructions:** If any Firm is unable to provide a proposal, they are asked to date and sign the price inquiry, indicate “NO BID”, provide a brief explanation, and return the price inquiry before the Proposal Closing Date. Failure to extend this courtesy may jeopardize consideration for receiving future proposal inquiries.
- 31. Non-Disclosure:** The Firm and the IUC-IC acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with the Firm or the IUC-IC, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.
- 32. Non-Discrimination:** The Firm, in submitting a proposal and/or filling a purchase order, agrees not to discriminate against any employee or applicant for employment with respect to hiring and tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, creed, color, religion, gender, age, disability as defined in R. C. §4112.01, sexual orientation, national origin, or identity as a disabled veteran or veteran of the Vietnam era to the extent required by law. The Firm must further agree that every subcontract or order given for the supplying of this order will contain a provision requiring nondiscrimination in employment, as herein specified. Any breach of this requirement may be regarded as a material breach of the Contract or purchase order.
- 33. Notices:** Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail, return receipt requested, postage pre-paid, addressed as follows:
- If to the Firm, to the Firm’s last known mailing address.
  - If to the IUC-IC, to:  
  
Elizabeth Conlin, Director  
IUC Insurance Consortium (IUC-IC)  
c/o 7278 Chagrin Road  
Chagrin Falls, OH 44023
- 34. Observance of Rules and Regulations:** The Firm agrees that at all times its employees will observe and comply with all regulations of the IUC-IC and any Member Institution, including but not limited to: smoking, parking, and security regulations.
- 35. Open Records Law:** The members of the IUC-IC are state universities and are subject to the Ohio Public Records Act. Any record kept by the IUC-IC may be deemed a public record and may be subject to release if a proper request is made.

- 36. Oral Presentations:** Firms submitting proposals that meet the selection criteria and are deemed to be most advantageous to the IUC-IC may be required to give an oral presentation to the IUC-IC's selection committee. Scheduling of these oral presentations will be done by the Director of the IUC-IC.
- 37. Orders, Delivery and Billings:** Orders will come from the IUC-IC as the need occurs. Delivery of goods and services must be as specified in the RFP and/or as directed by the IUC-IC. Billing must also be as directed by the IUC-IC. Continued failure to meet delivery requirements is cause for cancellation of the Contract.
- 38. Other Benefits:** It is understood and agreed that no benefits, payments, or considerations received by the Firm for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition, an employee of the IUC-IC or its Member Institutions.
- 39. Personnel Records:** The Firm shall maintain all personnel and compensation records in accordance with relevant city, state, and federal laws. The Firm shall also make all required payments for payroll taxes, worker's compensation, unemployment compensation, FICA, and any other payments required in compliance with relevant city, state, and federal laws.
- 40. Price Adjustment:** All prices quoted are expected to remain firm during the term of the contract; however, in the event of a price change related to increased or decreased services, prices may be changed subject to a negotiated adjustment to reflect such an increase or decrease. Such negotiations and adjustments will be considered only upon written request to the IUC-IC, documented with cost data, filed prior to request for delivery and submitted after the expiration of ninety (90) days from the effective date of the contract.
- 41. Pricing:** Firms are asked to thoroughly explain their pricing structure in their response. The IUC-IC reserves the right to negotiate this and other pertinent terms with the selected finalists, and this is one of the selection criteria used in the award process. Review proposals carefully, since proposals shall not be corrected after the Proposal Closing Date. Any Contract or invoice resulting from this inquiry shall require the successful Firm(s) to adhere to all specified conditions, including cost, services provided, etc.
- 42. Proprietary Information:** All responses and accompanying documentation will become the property of the IUC-IC at the time proposals are opened, with the exception of any material marked as proprietary information. All proposal materials may be subject to disclosure except proprietary information, which will be returned to the unsuccessful Firm at the Firm's request and expense, or be destroyed, at the conclusion of the selection process.
- 43. Proposal Submittal:** Proposals should follow the chronology of the RFP. Proposals will be accepted only if the cover page is signed and dated. Any proposal that does not include all elements as specified herein may be considered an incomplete proposal and may not be considered for award. Proposals received after the Proposal Closing Date will not be considered. Office hours for receipt of proposals or quotes are normally Monday through Friday, 8:30 a.m. to 4:30 p.m., EST. Requests for extension of Proposal Closing Date will not be granted unless the IUC-IC determines, at its sole discretion, that the original Proposal Closing Date appears impractical. Notice of any extension will be provided in the form of an Addendum, and will be provided via email to the Firm's primary contact.
- 44. Publicity/Advertising:** No Firm providing products or services to the IUC-IC shall appropriate or make use of the name or other identifying marks or property of the IUC-IC for its own promotional purposes. Further, the Firm agrees that it shall not publicize this Contract or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of the IUC-IC's or Member Institution's employees or use the IUC-IC's

or any Member Institution's name or other identifying marks or property in connection with any sales promotion or publicity event without the prior express written approval of the IUC-IC.

45. **Quality of Service:** The successful Firm(s) must be prepared to furnish continual top quality service to the IUC-IC. Failure to do so may be considered just cause for cancellation of the Contract.
46. **Rejection of Goods or Materials:** All goods or materials purchased herein are subject to approval by the IUC-IC. Any rejection of goods or materials that result from nonconformity to the terms and specifications of the Contract, whether held by the buyer or returned, will be at the Firm's risk and expense.
47. **Reports:** Awarded Firm(s) will be required to provide to the IUC-IC any and all agreed upon reports, at no charge. Failure to provide these reports may result in cancellation of the Contract.
48. **Right to Accept or Reject:** The IUC-IC reserves the right to select one, several, or none of the proposals submitted. The IUC-IC may award a Contract based upon initial proposals received without further discussion of such proposals. Accordingly, each initial proposal should be submitted with the Firm's most favorable fee structure and service capabilities. Further, the IUC-IC reserves the right to accept or reject all or parts of any proposal received and to waive any informality or technicality in any proposal received. Fees alone will not be the sole determining factor in the selection process. All proposals should be valid for a period of at least 90 days from the proposal due date. Any exceptions to this request must be addressed by the Firm in their proposal.
49. **Safety Procedures:** The Firm, its employees, and sub-contractors shall comply with the IUC-IC's safety procedures while on the IUC-IC's or any Member's Institution's premises, provided such procedures are legibly posted in the working area or have been delivered, in writing, to the Firm prior to the commencement of work on The IUC-IC's premises.
50. **Samples:** Requested samples necessary for evaluation must be provided without cost or obligation to the IUC-IC, and shall become the property of the IUC-IC. Upon request by the Firm, unless destruction, alteration, or retention of the sample is required for evaluation purposes, sample may be returned to supplier at supplier's expense.
51. **Severability:** If any provisions in the resultant Contract are held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
52. **Specifications:** Proposals are requested for services specified. Descriptions are for descriptive purposes only and to guide the Firm in interpretation of the performance desired, and shall not be construed to exclude proposals offering other types of service unless otherwise noted. If the description of your offer differs in any way, you must give complete detailed description of your proposal. The Firm must provide proposal exactly as specified on this RFP. The Firm may also offer alternatives. The IUC-IC reserves the sole right to determine if any alternates offered will be accepted.
53. **State Law:** The laws of the State of Ohio will govern any Contract entered into because of this solicitation.
54. **Termination:** The IUC-IC reserves the right to terminate any Contract entered into as a result of this process, with or without cause, by giving thirty (30) days' prior written notice to the Firm.
55. **Time of Performance:** Time is of the essence in completing this project. Firm agrees to perform all obligations set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between the IUC-IC and the Firm. Any breach of the terms of this contract, including, but in no way limited to the time period

of performance, will be just cause to terminate the contract without prior notice to the Firm. Termination resulting from breach will be cause, at the sole discretion of the IUC-IC, to suspend the Firm from proposing on any project at the IUC-IC for a period of up to three (3) years.

- 56. IUC Insurance Consortium Rights:** The IUC-IC reserves the right to reject all, some, or none of the received proposals and to waive informalities contained in proposals that are not inconsistent with law. The IUC-IC may also waive any minor defects in the proposal and also reserves the right to negotiate the final terms of the Contract with the Firm(s) determined to be a finalist for selection on this solicitation.
- 57. Use of Data:** Firm agrees that it will keep confidential the features of any technical or proprietary information furnished by the IUC-IC and use such items only in the production of items awarded as a result of this inquiry and not otherwise, unless the IUC-IC's written consent is first obtained.
- 58. Withdrawal of Proposals:** Proposals may be withdrawn up to the time of the proposal opening upon written request to the Director of the IUC-IC.

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## **Attachment A: Schedule of Required Submittals & Signature Sheet**

The following Attachment A must be executed including authorized signature and submitted to the IUC-IC Director via email ([Conlin.20@osu.edu](mailto:Conlin.20@osu.edu)) no later than May 18, 2018 to be considered for this RFP

**Attachment A. Schedule of Required Submittals and Signature Sheet**

The following Submittals **must** be included in the proposal-response package by the proposal due-date/time; failure to do so may invalidate the proposal response.

**Attachment B. Conflict of Interest Form**

**Attachment C. Contact Information**

**Attachment D. References**

I affirm that the above listed documents are completed and present in this proposal for RFP #1819-01 and provided in the sequential order as identified above. There is **one original** of each submittal with the requested number of copies provided in the same sequential order.

The IUC-IC reserves the right to request, at its sole discretion, from some or all of the Firms, any further information or documentation that it deems necessary for the issuance of a Contract.

In compliance with Request for Proposal #1819-01 and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees that the response to this Request for Proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of this offer.

**By signing this document, I am agreeing on behalf of my Firm, to the specifications of this RFP and accepting, without exception or amendment, the IUC-IC's RFP Directives, Contract Terms, Conditions and Requirements, and in the process of responding, acknowledge that the original content of this RFP has not been altered. All purchase orders resulting from this RFP shall be subject to these instructions, terms, conditions and requirements that shall be incorporated therein.**

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature (Required)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
State of Company Incorporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Federal Tax ID Number

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Website

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## Attachment B: Conflict of Interest

- a.  The Firm certifies that none of the company's directors or principal officers are employed by, or affiliated with the IUC-IC or any of their Member Institutions.
- b.  Should any of the Firm's directors or principal officers also be employed by, or be affiliated with the IUC-IC or any of its Member Institutions, the Firm will so certify by listing their name(s) and title(s) below:

\_\_\_\_\_  
Officer Affiliated With or Employed by the  
IUC-IC or any of their Member Institutions

\_\_\_\_\_  
Title

\_\_\_\_\_  
Officer Affiliated With or Employed by the  
IUC-IC or any of their Member Institutions

\_\_\_\_\_  
Title

Failure to complete this document with requested information concerning any of the representations cited above may disqualify your proposed submittal. The IUC-IC, at its discretion, may disqualify your proposal if any such representations are deemed inaccurate or any such employment of affiliation creates a potential conflict of interest.

Company Name	
Federal Tax ID Number	
Signature	
Print Name	
Title	

**Note:** The provisions of this form are based upon State (Chapter 125 of the Ohio Revised Code), and Federal regulations and requirements, and the policies and practices of IUC-IC.

## **Attachment C: Contact Information**

To assist in making this request for proposal as efficient and effective as possible, please complete the following schedule of contacts. This form will provide a condensed and efficient form to be used to ensure that each has the correct name, phone numbers, fax numbers, titles and addresses of the lead members associated with this project. Please ensure that you include this attachment when submitting your reply.

### **IUC Insurance Consortium Contact for this RFP:**

Elizabeth A. Conlin, Director  
IUC Insurance Consortium  
(P) 216.296.9607  
Conlin.20@osu.edu

### **Firm's Primary Contact Information:**

Name	
Title	
Street Address	
City, State, Zip	
Phone	
Mobile	
E-Mail	

**Use the above format to submit additional contacts if desired.**

## Attachment D: References

Please identify three current references (similar scope, higher education, or insurance pooling accounts) of your services that we may contact:

<b>Reference 1</b>	
Client Name	
Project Name	
Project Value	
Project Scope	
Contact Name	
Title	
Street Address	
City, State, Zip	
Phone	
Mobile (optional)	
E-Mail	

<b>Reference 2</b>	
Client Name	
Project Name	
Project Value	
Project Scope	
Contact Name	
Title	
Street Address	
City, State, Zip	
Phone	
Mobile (optional)	
E-Mail	

<b>Reference 3</b>	
Client Name	
Project Name	
Project Value	
Project Scope	
Contact Name	
Title	
Street Address	
City, State, Zip	
Phone	
Mobile (optional)	
E-Mail	

Please identify one former client (similar scope, higher education, or insurance pooling accounts) of your services that we may contact:

<b>Reference 4</b>	
Client Name	
Project Name	
Project Value	
Project Scope	
Contact Name	
Title	
Street Address	
City, State, Zip	
Phone	
Mobile (optional)	
E-Mail	