



SINCLAIR

COLLEGE

REQUEST FOR PROPOSAL
RFP # PUR 2022-01: INS BROKER

Business Services Insurance Broker Search

RESPONSE DUE
January 7, 2022

FOR INFORMATION, CONTACT:
RFP@sinclair.edu

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REQUEST FOR PROPOSAL

Reference No.: RFP # PUR 2022-01: INS BROKER

Date: November 29, 2021

Sinclair College is soliciting proposals for a Higher Education Insurance Broker, per the attached requirements.

Proposals must be signed and received by the Office of Purchasing no later than **2:00 P.M. EST, Friday, January 7, 2022.**

NOTE: It is the vendor's responsibility to see that the proposal is received in the Office of Purchasing prior to the proposal opening time. Late proposals will not be accepted.

Any questions pertaining to this request for proposal should be in writing and directed to RFP@sinclair.edu by **2:00 p.m., December 13, 2021.** Changes in specifications will be provided to all vendors via an addendum made through the Office of Purchasing.

Please email **(1) ONE COPY** of your proposal to RFP@sinclair.edu.

Your proposal must be clearly marked in the email subject line: **"Proposal # PUR 2022-01: INS BROKER."**

The College reserves the right to accept or reject any or all proposals or any part of any proposal received and to waive any formalities or technicalities in any proposal received. The College further reserves the right to an award based upon various selection criteria. Price alone will not be the sole determining factor in the selection process.

If favored with this award, we agree to furnish the items and services herein at the prices quoted and under the conditions stated.

Please print or type:

Vendor: _____

By: _____

Name: _____

Title: _____ Date: _____

Phone#: _____ Fax#: _____

Email address: _____ Web site: _____

1.0 GENERAL INFORMATION PERTINENT TO PROPOSAL

1.1 TERM OF CONTRACT

The contract term shall be for a base period of three (3) years with an option to extend on an annual basis upon mutual agreement. Broker Fee shall remain firm for the base (3) three year contract period.

1.2 ANTICIPATED SCHEDULE

	DATE
Release of RFP	November 29, 2021
Written Electronic Questions from Vendors Due	December 13, 2021 by 2:00 p.m.
Written Responses from Sinclair College via Addendum #1	December 17, 2021
Electronic Copies of Proposals Due	January 7, 2022 by 2:00 p.m.
Notification to Top Candidates – Presentation request	January 21, 2022
Pre-award Presentations Scheduled (One hour via ZOOM)	January 27, 2022
Vendor Selection/Award Letter	January 31, 2022
Implementation Begins – Execute contract	Week of February 7, 2022

1.3 REQUEST FOR PROPOSAL PROCESS

All proposals shall be electronically submitted on or before **2:00 p.m. local time, on January 7, 2022**, (the “closing time and date”) to RFP@sinclair.edu.

1.4 PROPOSAL CONTENT

The information provided herein is intended to assist vendors in responding properly to this Request for Proposal and to provide interested vendors with sufficient information to submit proposals that meet minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data there from. Vendors are encouraged to include additional information that will substantiate their service capabilities, product quality, and support commitment.

Nevertheless, to enhance the quality of review, responses should be in the same order as requested. Responses should be clear and concise. Bidder’s responses should not exceed 25 pages excluding addendums (resumes, work product samples, etc.). SCC has little interest in marketing materials that lack substantive direct responses to this request. Verbose, generic, or boilerplate responses to this RFP will be evaluated with similar regard given to this section of the RFP.

1.5 PROPOSAL PERIOD

All proposals shall be valid for a period of at least **150 days** from the closing time and date.

1.6 STATE AND LOCAL TAXES

Sinclair is exempt from Ohio sales tax and most Federal taxes. Exemption certification information appears on all purchase orders issued by Sinclair and will also be furnished upon request. Such taxes should not be included in quoted prices. However, if the supplier believes any taxes apply, they shall be shown separately. If not shown, they will be considered an expense of the vendor.

1.7 INTENT AND INSTRUCTIONS TO BIDDERS

Sinclair Community College (SCC) is undertaking a Request for proposals (RFP) process for insurance brokerage services with respect to its property, liability, and Specific specialized insurance lines as outlined in section 3.0. RFP requests qualified brokers to submit proposals for handling SCC's routine insurance transactions plus provide updates on new legislation that will impact Sinclair's liability as well as Carrier updates that will affect coverage. Broker will also assist with contractual verbiage regarding liability and insurance, claims handling, and other risk management functions as requested by College. These specifications and instructions to bidders will be used to select a single broker. After the RFP process is completed, the selected broker will be asked to obtain proposals for property, liability, and Specific Lines of insurance. Sinclair Community College will then either accept the selected broker's insurance proposal or work with them to secure alternatives. **Participants are not permitted to approach insurance carriers or other markets on SCC's behalf at this time.**

2.0 GENERAL TERMS AND CONDITIONS

All proposals shall include a detailed description of the services to be provided, plus any other relevant information that would be beneficial to Sinclair in evaluating the proposals.

2.1 CONSIDERATION

It is expected that a proposal will meet the requirements set forth herein. Vendors should indicate where their proposals deviate from the requirements of the request for proposals.

Special or unique features included in any proposal should be set forth clearly.

2.2 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION; SMALL, MINORITY-OWNED, WOMAN-OWNED, VETERAN-OWNED, AND DISADVANTAGED BUSINESS ENTERPRISES

Sinclair is an Equal Opportunity Employer and requires vendors to comply with the following: The vendor, in bidding and providing goods or services to Sinclair, 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, color, religion, age, sex, national origin, disability, or veteran status. The vendor further agrees that every sub-contract or order given for the supplying of this order will contain a provision requiring non-discrimination pursuant to Federal Executive Orders 11246 as amended by 11375.

Sinclair is committed to the goal of enhancing economic opportunities for small, minority-owned, woman-owned, veteran owned, and disadvantaged business enterprises in the Miami Valley. Sinclair is implementing a rigorous, progressive and innovative supplier diversity program to enhance Sinclair's long-standing commitment. Suppliers who subcontract work to small, minority-owned, woman-owned, veteran-owned, or disadvantaged business enterprises, or use such enterprises to provide goods and services incidental to their business, will be viewed as supporting and adding value to Sinclair's Supplier Diversity Program.

Sinclair welcomes and encourages qualified small, minority-owned, woman-owned, veteran-owned, and disadvantaged business enterprises to participate in contracts. Similarly, non-minority contractors are encouraged to demonstrate their commitment to diversity through active partnership with or participation by small, minority-owned, women-owned, veteran-owned, and disadvantaged business enterprise subcontractors or suppliers in the project.

The vendor agrees to exert commercially reasonable efforts to give small, minority-owned, woman-owned, veteran-owned, and disadvantaged business enterprises an enhanced opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of this contract. The Vendor shall report on a quarterly basis the small, minority-owned, women-owned, veteran-owned, and disadvantaged business enterprise activity and participation in the goods and services provided to Sinclair.

2.3 SUBMISSION OF PROPOSALS

The vendor shall electronically submit (1) ONE COPY of its proposal, by the closing time and date. The proposal shall be signed by an authorized representative of the vendor and emailed to RFP@sinclair.edu. The subject line of the email must contain the words **“Proposal # PUR 2022-01: INS BROKER.”**

Sinclair will not accept proposals received after the closing time and date.

2.4 WITHDRAWAL OF PROPOSALS

The vendor may withdraw its proposal by submitting a written request to Sinclair’s Manager of Purchasing.

2.5 ADDITIONAL INFORMATION

Sinclair reserves the right to contact any vendor for clarification of information submitted, to contact current and past customers of the vendor referenced in the proposal, and to use other sources of information regarding the vendor. Sinclair reserves the right to negotiate any provision in the proposal, to refuse to negotiate, or to choose not to abide by any terms in the proposal.

Vendors are encouraged to present any information about additional features or services which they believe makes their proposal and/or services offered the best choice for Sinclair.

2.6 RIGHT TO ACCEPT OR REJECT

Sinclair reserves the right to select one, more than one, or none of the proposals submitted and to accept or reject all or parts of any proposal received. Price alone will not be the sole determining factor in the selection process, and Sinclair reserves the right to select a proposal that may not be lowest in costs.

2.7 AWARD OF PROPOSAL

Sinclair will select the vendor(s) which it believes offers the proposal which is in Sinclair’s best overall interest. Sinclair 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 decision to select a proposal will be made on the basis and merits of each individual proposal and comparison of the proposals to one another. Sinclair will consider only those offers that conform to this Request for Proposal. Sinclair will select the proposal which would be the most advantageous to Sinclair and which best embraces the interests of Sinclair from a service, financial, and educational perspective.

PRE-AWARD Presentations will be requested by Sinclair to be held via ZOOM on JANUARY 27, 2022. PLEASE MARK YOU CALENDARS NOW. There may be little notice given after proposals are reviewed. See the proposed timeline above for additional information.

In selecting the vendor, Sinclair will consider, but not be limited to, the following selection criteria plus other criteria listed within this document:

- Proper Licensing and Reputation of the vendor;
- Ability of the vendor to seek competitive coverage on an unbiased (NON-COMMISSION) basis
- Information received on reference checks;
- Overall financial position of the vendor;
- Accessibility of the vendor's staff to Sinclair's staff;
- Vendor's ability to execute the contract in a timely manner (section 4.0);
- Any other relevant information submitted;
- Claims support and Loss control support services;
- Compliance with Minority Business Participation Requirements;
- Broker Fee;
- Industry knowledge and experience;
- Knowledge of SCC risks;
- Meeting the requirements of this RFP;
- Quality of service team;
- Technology Resources

2.8 EXPENSES

Expenses for developing the proposals and answering Sinclair's questions are the responsibility of the vendor and shall not be chargeable, in any manner, to Sinclair.

2.9 CONFLICT OF INTEREST CERTIFICATION

Each vendor shall submit with its proposal an affidavit stating that neither it nor its employees, agents, nor any other party on its behalf, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in securing this purchase and further agrees that no such money or reward will be hereafter paid. (See attached affidavit, **EXHIBIT A.**)

2.10 PROPRIETARY INFORMATION

To the extent provided by law, trade secrets, test data, or other similar proprietary information submitted by the vendor with its proposal, will remain confidential, provided the vendor clearly marks the material as such. Any proposal that indicates that the majority or entire contents are secret may be considered non-responsive and rejected. Nothing in this section shall be interpreted to affect in any way Sinclair's obligations under Ohio's Public Records law or its obligation to respond to a lawfully issued subpoena.

2.11 CONTACT PERSON

A proposal shall identify by name, title, and telephone number, the person(s) in the vendor's organization to whom Sinclair can address questions during the evaluation of proposals.

2.12 GUARANTEES AND/OR WARRANTIES PROVIDED

A proposal shall include specific information on any warranties/guarantees provided and state the terms and conditions of the warranties/guarantees that are being offered.

2.13 SINCLAIR'S RESPONSIBILITIES

This Request for Proposal is provided as a courtesy. Sinclair assumes no responsibility for failure to send it to all interested organizations or companies. Other interested vendors may obtain copies of these specifications by contacting the Purchasing Manager at RFP@sinclair.edu.

2.14 EXPLANATION - WRITTEN AND ORAL

If the vendor finds discrepancies or omissions in the Request for Proposal and instructions or has a question as to their meaning, the vendor should at once notify the Purchasing Manager. If the Purchasing Manager deems it necessary to accomplish the purpose of obtaining valid proposals, he or she will send written instructions to all known bidders.

Sinclair will not be responsible for any oral instruction, nor should a proposal be based upon verbal information from any employee or agent of Sinclair unless authorized by the Manager of Purchasing who, to the extent feasible and practical, will provide documentation by sending written instructions to all vendors who have obtained copies of the Request for Proposal or indicated in writing to Sinclair their interest in responding the Request for Proposal.

2.15 REFERENCES

Vendors shall submit with their proposal a list of current and past clients. References from higher education institutions of similar size and demographics are preferred. Reference list should include at least the following information:

1. The name, address, and telephone number of individual responsible for the program.
2. The size and age of the account.
3. The services being performed.

2.16 FINANCIAL INFORMATION

Vendors shall provide a financial statement for the previous year. In addition, if applicable, the previous year's financial report shall be supplied, for that part of the vendor's organization which will be specifically involved in fulfilling the contract. Vendors shall include bank references.

2.17 WRITTEN AGREEMENT

The selected vendor shall be required to enter into a written agreement based upon the terms and conditions contained in its proposal. If the vendor wishes to have supplementary documents and/or attachments or other terms and conditions included in the agreement, then such information shall be included with the proposal. However, such documents and/or attachments shall not become a part of the agreement, unless agreed to by Sinclair.

The written agreement will include, but not be limited to, the provisions set forth below. If Sinclair determines not to use a separate written agreement, then these provisions will nonetheless be deemed to be part of the contractual obligation of the vendor. Sinclair may, in its discretion, agree to waive one or more of these provisions.

2.18 INDEPENDENT CONTRACTOR RELATIONSHIP

The vendor is, and shall perform all services as, an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the vendor nor anyone employed by it shall be, represent, act, and purport to act or be deemed to be the agent, representative, employee or servant of Sinclair.

The vendor selected on this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, or insurance that may be required by Sinclair, the City of Dayton, the State of Ohio, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

2.19 INDEMNIFICATION

The vendor shall indemnify and hold harmless Sinclair, its officers, employees 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 vendor, or (b) by any act, error or omission on the part of the vendor, its agents, employees, or subcontractors.

2.20 INSURANCE REQUIREMENTS

The vendor shall procure and maintain at its expense, during the term of its agreement with Sinclair, at least \$1,000,000 General Liability insurance, \$1,000,000 in Errors and Omissions insurance and \$1,000,000 in Automobile Liability insurance covering services the performed. All required insurance policies and certificates shall be issued by an insurance company with not less than a rating of "A" and that is licensed to do business in the State of Ohio.

The vendor shall furnish insurance certificates, showing the vendor's compliance with this section. Certificates must be on file at Sinclair's Business Office prior to commencement of operations and must be updated on a yearly basis as long as the contract remains in effect. Thirty days written notice is required prior to cancellation of any insurance policy. Certificates should be sent to the attention of Sinclair Community College, Director of Business Services, 444 W. Third St., Dayton, OH 45402.

If the vendor fails to maintain and keep in force any insurance herein required, Sinclair may, at its option, cancel and terminate this agreement forthwith and without notice.

2.21 ASSIGNMENT

The written agreement may not be assigned in whole or in part, without the written consent of Sinclair.

2.22 WAIVER OF RIGHTS OR REMEDY

If Sinclair fails to enforce any rights or remedy available under this agreement, that failure will not be construed as a waiver of any right or remedy with respect to any other breach or failure by the vendor.

2.23 TERMINATION

FAILURE TO DISCLOSE ALL FEES AS OUTLINED IN 3.3 WILL BE CONSIDERED A MATERIAL BREACH OF CONTRACT AND SUBJECT TO IMMEDIATE TERMINATION. If the vendor refuses or fails to perform the services, any duty whatsoever under this Agreement (and any extensions hereof), or any separable part thereof, Sinclair may notify the vendor in writing of its failure and demand compliance within ten (10) calendar days. Should the vendor fail to comply with such directive and perform according to the terms of this Agreement, Sinclair may, with 14 days written notice to the vendor, terminate this Agreement. Whether or not the Agreement is terminated, the vendor shall be liable for any damage to Sinclair resulting from its refusal or failure to perform the work according to this Agreement. Further, it is understood that this option to terminate exists in addition to any other remedies or claims to which the Sinclair is entitled herein.

Sinclair, at its option, may terminate this Agreement for default if any of the following acts of default occur: (1) the vendor's payments are in default; (2) the vendor breaches any material provision of this Agreement; (3) the vendor becomes insolvent or a petition under any bankruptcy act or similar statute is filed by or against the vendor and is not vacated within thirty (30) days after such filing. Such termination for default shall be effective upon receipt by the vendor of a written notice of termination for default issued by Sinclair.

The rights and remedies of Sinclair provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

2.24 APPLICABLE LAW

The vendor shall at all times during the term of the agreement, and with respect to all phases of the contract, comply with all applicable ordinances, laws, rules and regulations of the State of Ohio, and of the United States of America, and of any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the contract, including but without limiting the generality of the foregoing, such rules and regulations of Sinclair as are not inconsistent with the rights herein granted the Contractor.

The written agreement will be governed by the laws of the State of Ohio.

2.25 EXHIBIT A

H.B. 694 POLITICAL CONTRIBUTIONS

The vendor hereby certifies that all applicable parties listed in division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with divisions (i)(i)+(J)(I) of Ohio Revised Code Section 1317.13.

CONFLICT OF INTEREST CERTIFICATIONS

Sinclair believes that full disclosure is the best way to avoid problems that can arise from potential conflicts of interest. Accordingly, all vendors are required to complete this certification.

Failure to complete this document with the requested information will disqualify vendor's response. Sinclair, in its discretion, may also disqualify vendor's response if any representation is deemed inaccurate or if it concludes that a potential conflict of interest may be present.

Please complete one of the following, as applicable:

- _____ The vendor certifies that none of its directors, officers, employees, their spouses, or close family members are employed by or affiliated with Sinclair,
- _____ or:
- _____ The vendor certifies that, except for the persons whose names are listed below (or on file with Sinclair's Purchasing Department), none of its directors, officers, employees, their spouses, or close family members are employed by or affiliated with Sinclair except (list names and relationships):

Vendor further certifies that during the past year, it has not paid or given any gift or other consideration having a value over \$25.00 or more to any employee, officer or trustee of Sinclair. Vendor submitting this proposal certifies that the foregoing information is true, correct and complete.

Vendor

By

Print Name

_____ Title _____ Date

3.0 GENERAL INFORMATION

Sinclair has:

- 30,000 students annually
- approximately 3,000 plus faculty and staff, both full-time and part time
- \$670 Million dollars of insurable Buildings and Contents
- zero debt and frequently earns a perfect 5.0 composite score for financial strength
- no deferred maintenance
- no property insurance claims since 1983-1985
- a \$250,000 property deductible
- an Attorney General appointee that represents all legal affairs of the college

Vendors may refer to Sinclair’s website www.sinclair.edu for more information about Sinclair.

CURRENT INSURABLE LINES:

	Coverage	Deductible	Current Carrier
Property	\$600M	\$250K	Travelers
Earthquake	\$100M	\$300K	Travelers
Flood	\$50M	\$500K	Travelers
Extra Expense	\$10M	\$250K	Travelers
General Liability	\$11M	\$10K	Ohio School Plan
Business Auto	\$11M	None	Ohio School Plan
Parking Garages	\$11M	\$10K	Ohio School Plan
Educators Legal	\$11M	\$75K	Ohio School Plan
Law Enforcement	\$11M	\$10K	Ohio School Plan
<i>Specialized Coverage Lines:</i>			
Crime	\$5M (FP 1M)	\$50K	Hanover
Allied Health Professional	\$1M	\$10K	United Educators
Aviation	\$2M	None	Old Republic
Aviation UAS	\$5M	None	Old Republic
International	\$1M	None	C.N.A.
Cyber	\$6M	TBD	CFC
Pollution	\$1M	\$25K	Ironshore/OSP
K&R	as needed	None	Chubb
Allied Health Student Accident		None	Hartford
Daycare Student Accident		None	Hartford

3.1 BROKER QUESTIONNAIRE

The information provided herein is intended to assist vendors in responding properly to this Request for Proposal and to provide interested vendors with sufficient information to submit proposals that meet minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data there from. Vendors are encouraged to include additional information that will substantiate their service capabilities, product quality, and support commitment.

Nevertheless, to enhance the quality of review, responses should be in the same order as requested. Responses should be clear and concise. Bidder's responses should not exceed 25 pages excluding addendums (resumes, work product samples, etc.). SCC has little interest in marketing materials that lack substantive direct responses to this request. Verbose, generic, or boilerplate responses to this RFP will be evaluated with similar regard given to this section of the RFP.

SECTION A: WHAT WE WANT TO KNOW ABOUT YOUR FIRM

- 1) Provide a brief history of the firm and detail on its size (number of employees and/or revenues) and areas of specialization. Provide similar information for the specific office that would handle SCC's account.
- 2) Provide the name of the person(s) with authority to bind the broker/agency
- 3) Describe the firm's philosophy on customer service
- 4) Provide a list of the individuals who will be assigned to SCC's account, and describe the qualifications and experience of each. Include all contact information for the proposed service team. Abbreviated biographies or complete resumes can be included as addendum or appendix and do not count against the 25 page requested maximum length of responses.
- 5) Describe any special expertise your firm has in providing property, liability, and specialized lines of coverage as outlined in section 3.0.
- 6) SCC desires a fee for service model for its insurance placement and risk management services. The successful broker will be asked to provide insurance quotes from various carriers net of all commission (direct, indirect through owned third parties, contingent commissions, etc.). Please provide an inclusive fixed firm fee for the insurance placement and risk management services requested in this RFP. If applicable, please provide the additional costs for any optional services in your proposal.

SECTION B: WHAT WE WANT TO KNOW ABOUT YOUR SERVICES

- 1) Describe the firm's process for identifying and evaluating risks
- 2) Explain how insurance companies, policy limits, retentions, and coverages are selected
- 3) Describe the firm's marketing capabilities and access to insurance markets that are interested writing SCC's coverage

- 4) List the specific safety and loss control services provided by your firm and provide details on any additional charges for such services
- 5) Identify and explain your firm's electronic portal, online resource or similar tool that can assist SCC
 - a. Manage and report all types of claims
 - b. Manage property, auto, and other schedules

Note: If no such tool is available from your firm, please respond accordingly.

- 6) Explain how the firm handles the day-to-day administration of its clients' insurance programs
- 7) Describe your firm's experience with other traditional colleges and universities, such as the number of such entities you insure, the number in Ohio, the relationship you have with the insurance companies with which you have the most higher education premium volume, and total current higher education written annual premium
- 8) Describe how your firm will assist with the management of insurance, including supervision and or preparation of claims activity reports; executive summary reports; underwriting analysis for annual reviews; annual financial projections for budgeting analysis purposes

3.2 PROPOSAL SUBMISSION REQUIREMENTS

Vendors must submit their proposal(s) in a format suitable for ease of review with a minimum of repetitious material. The proposal should clearly demonstrate the Respondent's ability to provide the requested services.

3.3 BROKER FEE

Please provide your proposed ANNUAL Broker Fee – Note that this is fixed for all 3 years of initial contract.

BROKER MUST IDENTIFY ALL SOURCES OF REVENUE ON ANY PROVIDED SERVICES/PLACEMENTS (new or renewal) INCLUDING BUT NOT LIMITED TO: FEES, COMMISSIONS, CONTINGENCY FEES, and BONUS or PROFIT-SHARING ARRANGEMENTS. ANY SUCH REVENUE RECEIVED SHALL BE CREDITED TO SINCLAIR.

4.0 COLLEGE'S PROFESSIONAL SERVICES CONTRACT - (Template Example)

This Professional Services Contract ("Contract") is entered into as of the last date signed below, between Sinclair College ("College") and

_____ ("Contractor").

CONTRACTOR'S BUSINESS ADDRESS:

CONTRACTOR PROPOSAL? NO YES

If YES, proposal dated: _____

If YES, Contractor's proposal is attached as Schedule A and incorporated herein by reference. Unless otherwise stated, in the event of any inconsistency between the proposal and any term of this Contract, this Contract prevails.

I. REPORTING

In performing services, CONTRACTOR SHALL REPORT TO:

SINCLAIR EMPLOYEE: _____

DEPARTMENT: _____

II. PERIOD OF SERVICE

FROM: _____

TO:

III. CONTRACT COSTS

Payment(s) for services shall not exceed: _____

Travel costs shall not exceed: _____

IV. Contractor shall provide the following services

Description:

Deliverables (e.g. milestones, benchmarks, related documentation) & if applicable, payment based on these deliverables:

V. GENERAL PROVISIONS

- A. In performing services under this Contract, Contractor shall be deemed to be an independent contractor, and neither Contractor nor any person acting on behalf of Contractor shall be deemed to be an employee of College.
- B. No agency relationship or partnership shall exist between Contractor and College.
- C. Contractor may not subcontract or assign any aspect of this Contract without the express written authorization of College’s Manager of Purchasing or Director of Business Services. If Contractor is authorized by College to subcontract any aspect of this Contract and if funding for this Contract is from Federal grant monies, Contractor will take affirmative steps as prescribed by Federal grant regulations to assure that minority businesses, women’s business enterprises and labor surplus area firms are used as subcontractors, when possible.
- D. Contractor shall comply with all applicable laws, rules, and regulations, and all College policies relative to conduct on College premises.

- E. Contractor will not receive any fringe benefits including, but not limited to, unemployment compensation benefits, workers' compensation insurance or benefits, or withholdings by College from Contractor's fees for income taxes or any other purposes.
- F. Contractor shall be solely responsible for payment of its own taxes and any taxes relating in any way to Contractor's provision of services under this Contract.

VI. TERMINATION

- A. Either party may terminate this Contract by giving 30 days prior written notice to the other party. College may immediately terminate this Contract if Contractor breaches any provision of this Contract.
- B. In addition to a breach of any provision of this Contract, the following shall be grounds for termination:
 - 1. Contractor ceases to do business.
 - 2. Contractor files for protection under any state or federal bankruptcy or similar laws.
 - 3. Contractor makes an assignment for the benefit of its creditors.
 - 4. A receiver, trustee, liquidator or conservator is appointed for Contractor.
- C. In the event of termination, Contractor shall be paid for the work completed as of the date of termination as reasonably determined by College.

VII. TIMELY PERFORMANCE AND LOCATION OF PERFORMANCE

- A. Contractor shall perform all work required of it under this Contract in a timely manner. Any unreasonable delay by Contractor in the performance of such work shall be a breach of this contract.
- B. Contractor will perform all work required of it under this Contract at a location to be agreed upon by Contractor and College.

VIII. INVOICE AND PAYMENT

- A. Unless otherwise specified in Section IV. Deliverables, Contractor shall submit its invoice following completion of all work under the Contract. The invoice(s) shall specify the dollar rates and time spent, if such are set forth in this Contract or any attached Schedule or Exhibit as a method of calculating payment.
- B. Travel expenses, if applicable, must be itemized separately in the invoice and be in compliance with College's Travel Policy. This policy can be found at: <http://www.sinclair.edu/about/offices/accounting-travel-policies>.
- C. Any reimbursable expenses other than travel authorized in this Contract, such as supplies, photography, communications, or reproduction, shall be billed to College at cost. In order to be reimbursed, documentation of the cost of each item and a description of the relationship of each item to the project must be provided.

IX. RECORDS AUDIT

During the term of this Contract and for a period of three years after its completion, Contractor shall maintain auditable records, including books, documents or papers, of all charges pertaining to this Contract and shall make such records available to College, and if funding for this contract is from a Federal grant, to the Federal grant awarding agency or Federal representatives, as College may reasonably require.

X. USE OF COLLEGE NAME AND LOGOS

Contractor may not use the name, logos or marks of College without written approval from College's Director of Business Services.

XI. TECHNICAL INFORMATION, RECORDS AND REPORTS

Any notes, designs, drawings, memoranda, reports, computer programs (including supporting data which may be included in cards, tapes, discs, drums and the like), and other technical data developed by Contractor in the course of or in connection with this Contract shall become the property of College. All such notes, designs, drawings, memoranda, reports and other technical data shall be delivered to College upon demand, and College shall have the right to use them for any purpose which it may deem desirable without compensating Contractor or any other person or persons for the use thereof. No information, reports, etc., developed herein may be reproduced without the written consent of College.

XII. PATENTS AND COPYRIGHT

- A. In the event any invention or discovery is made or conceived by Contractor in the course of or in connection with this Contract, Contractor shall furnish College with complete information with respect thereto, and College shall have the sole authority to determine whether and where a patent application shall be filed. College shall also determine the disposition of title to and all rights regarding any application or patent that may result. Contractor shall, at College's expense, execute all documents and do all things necessary or proper with respect to such patent application.
- B. Whenever any copyright is secured in connection with the transcription or publication of the results of research financed by this Contract, title and all rights to such copyright shall vest in College.
- C. If the Contract is funded under a Government Prime Contract or Grant, which provides a different disposition for items A. and B. above, the Government Prime Contract or Grant shall govern.

XIII. CONFIDENTIALITY

- A. Contractor shall consider all information furnished by College to be confidential and shall not disclose any such information to any person, or use such information for any purpose other than performing this Contract, unless Contractor obtains written permission from College to do so. This provision applies to drawings, specifications and any and all other materials prepared by Contractor for College in connection with this Contract.

B. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Contractor to College shall be deemed secret or confidential.

C. Confidential Information

1. "Confidential Information" is defined as any and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, including but not limited to, information subject to the Family Educational Rights and Privacy Act (FERPA), the Gramm- Leach-Bliley Act (GLBA), or sections 1347 and 1349 of the Ohio Revised Code. "Confidential Information" includes, but is not limited to, Social Security Numbers, personally identifiable information from education records, financial records regarding students or their parents or sponsors, and records regarding College employees which are not public records under Ohio law.
2. Contractor agrees to hold any and all Confidential Information obtained from College, its students, faculty, staff, or other agents in the performance of this Contract in strictest confidence, and not to use or disclose such Confidential Information except as permitted or required by this Contract or by law, or as otherwise agreed to in writing by College.
3. Contractor shall comply with FERPA, GLBA and other applicable federal and state statutes. In particular, Contractor shall comply with the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA, 34 CFR § 99.33(a) (2), which provides generally that the officers, employees, and agents of a party that receives personally identifiable information from an education record may use the information, but only for the purposes for which the disclosure was made.
4. In the event of a security breach covered under sections 1347 and 1349 of the Ohio Revised Code, Contractor shall bear all responsibility and expense for complying with the disclosure and notification requirements of these statutes.
5. Contractor shall protect the Confidential Information it receives according to commercially acceptable standards and no less rigorously than it protects its own Confidential Information. Specifically, Contractor shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically managed Confidential Information.
6. Contractor agrees that within 30 days of termination, expiration, or other conclusion of this Contract, it shall return to College or if return is not feasible, destroy and not retain any copies (and furnish College with an appropriate Certificate of Destruction) of any and all Confidential Information in its possession.
7. The obligations of this section shall not apply to any information which is/was (a) already in the public domain through no breach of this Contract, including but not limited to information available through College's web site(s); (b) lawfully in Contractor's possession prior to receipt from College, its faculty, staff or students; or (c) received by Contractor independently from

a person or entity free to lawfully disclose such information other than College, its faculty, staff, or students.

XIV. DRUG FREE WORKPLACE

Contractor shall comply with all applicable federal, state and local laws regarding drug free work places and shall ensure that any of its employees or permitted subcontractors engaged in work under this Contract do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs.

XV. LIABILITY; INDEMNIFICATION

College has no liability to Contractor or any third party for any damages resulting from or arising out of this Contract or Contractor's performance under this Contract. Contractor shall indemnify and hold harmless College from any and all claims for such liability or damages.

XVI. OHIO ETHICS LAWS; CONFLICT OF INTEREST; SUSPENSION/DEBARMENT/DISQUALIFICATION

- A. Contractor acknowledges that both Contractor and College and their respective employees are subject to Ohio's ethics laws. Contractor agrees to abide by all requirements of the Ohio ethics laws, including but not limited to Ohio Revised Code Sections 102.03 and 102.04 (hereafter "Ohio ethics laws"). Contractor affirms that to the best of its knowledge, there exist no actual or potential violations of the Ohio ethics laws and no conflict of interest between Contractor and College or between Contractor and any employee of College relating in any way to Contractor's services under this Contract.
- B. Contractor shall not employ or hire as an independent contractor or make any payment of any kind, for any reason to any person who is also an employee of College, without the express written authorization of College's Manager of Purchasing or Director of Business Services.
- C. Contractor shall immediately inform College regarding any possible violations of Ohio ethics laws or other conflict of interest which may arise during the term of this Contract.
- D. Contractor shall immediately notify College in the event Contractor is suspended, debarred or disqualified by any state or Federal department or agency, or upon receipt of a notice of proposed suspension or debarment during the performance of this Contract.

XVII. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

Contractor shall comply with all applicable federal, state and local statutes, regulations, and rules pertaining to equal opportunity and non-discrimination in employment and with and Sinclair College's Equal Opportunity/Non-Discrimination Policy. (A copy of the policy is available to Contractor upon request.)

XVIII. CLEAN AIR/WATER POLLUTION CONTROL; LOBBYING

- A. If this Contract amount exceeds \$100,000, Contractor agrees to comply with all applicable standards, orders or regulations issued under the Clean Air Act and the Federal Water Pollution Control Act.
- B. If the total dollar amount of this Contract equals or exceeds \$100,000, Contractor agrees that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract. Contractor will file a Byrd Anti-Lobbying certificate if requested by College.

XIX. JURISDICTION AND VENUE

This Contract and any claims arising from or related to this Contract, including violation or breach of contract by Contractor, shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the principle of conflict of laws. Any litigation arising from or related to this Contract in any way may be brought only in a federal or state court of appropriate jurisdiction located in Ohio.

XX. ENTIRE CONTRACT; MODIFICATION OR AMENDMENT

This Contract constitutes the entire agreement between the parties. Neither party may modify or amend the terms of this Contract, except in a written Contract signed by both parties.

CONTRACTOR

By (signature): _____

Printed Name: _____

Title: _____

PURCHASING DEPARTMENT

By: _____

Date: _____

Email: _____

Phone: _____

Date: _____