

# **OWENS STATE COMMUNITY COLLEGE**

## **INSURANCE BROKER SERVICES REQUEST FOR PROPOSALS**

**DATE ISSUED: April 4, 2008**

**The Business Services Office for Owens State Community College is requesting proposals for:**

**COLLEGE-OWNED PROPERTY INSURANCE, BROKER OF RECORD, AND RISK  
MANAGEMENT INTERMEDIARY**

<b>RFP ISSUED:</b>	<b>April 4, 2008</b>
<b>INQUIRY PERIOD BEGINS:</b>	<b>April 7, 2008</b>
<b>INQUIRY PERIOD ENDS:</b>	<b>April 25, 2008</b>
<b>REVIEW DATE:</b>	<b>April 28, 2008</b>
<b>TENATIVE AWARD DATE:</b>	<b>June 01, 2008</b>

**This RFP consists of five (5) Parts and nine (9) Attachments, totaling 58 consecutively numbered pages. Please verify that you have a complete copy.**

## **PART ONE: EXECUTIVE SUMMARY**

**Purpose** This is a Request for competitive Proposals (RFP) under Section 125.071 of the Ohio Revised Code (the Revised Code) and Section 123:5-1-8 of the Ohio Administrative Code (the Administrative Code). Owens State Community College, the Business Affairs Office (BAO) has asked that Office of Business Services (OBS) to solicit competitive proposals (Proposals) for College-Owned Property Insurance Coverage, Broker of Record, and Risk Management Services (the Work), and this RFP is the result of that request. If a suitable offer is made in response to this RFP, Owens State Community College, through OBS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Work. This RFP provides details on what is required to submit a Proposal for the Work, how the College will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date beginning July 1, 2008 through June 30, 2009 with renewal for two additional bienniums. The College may renew this Contract for an additional two times two (2) fiscal years, subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. The College may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Office of Business Services.

**Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in the College refusing to consider the Proposal of the Offeror.**

**Background** By authority of Sections 9.821, 9.822 and 9.832 of the Ohio Revised Code, the Office of Business Services is responsible for procuring and administering the property and casualty insurance program on behalf of the College. In the past, insurance has been selected outside of the fiscal year dates, but has been moved to starting July 1 for the fiscal year of 2008-08. The Contractor managing the program will also have other administrative functions including: invoicing, loss control, risk management consulting, and providing the College with loss/trend reporting under the direction of OBS. The firm must not be affiliated with a particular insurer or reinsurer and must act impartially and in the best interest of the College.

Owens Community College began as a technical institute under the jurisdiction of the Ohio Department of Education. The first classes were offered in Toledo on September 13, 1965 with less than 200 students. Two years later, in 1967, the College was chartered by the Ohio Board of Regents as a technical college. In 1983, Owens Community College opened its Findlay-area campus at Cory and Davis streets.

In 1994, the College was chartered as a comprehensive state community college with a district encompassing Lucas, Wood and Hancock counties, and parts of Ottawa and Sandusky counties. Since 1994, Owens Community College has more than doubled its student enrollment on the Toledo-area and Findlay-area campuses and is the fastest growing higher educational institution in Northwest Ohio. Owens' Toledo-area and Findlay-area campuses continually serve more than 45,000 credit and non-credit students annually.

**Overview of the Project's Scope of Work** The scope of work for the Project is provided in Attachment One: Part One of this RFP. This section only gives a summary of that work. If there is any inconsistency between this summary and the attachment's description of the Work, the attachment will govern.

Under the direction of the Office of Business Services, the Contractor is expected to develop and manage a program that will:

1. Provide access to major national and international insurance markets, including the ability to make direct contact with the company's underwriters and underwriting staff;
2. Maximize cost savings;
3. Provide value added loss control, inspection and appraisal services;
4. Provide risk management consulting on the insurance being placed;
5. Expand loss data collection and provide loss runs and technical reports.

The Contractor must develop, maintain and manage a coverage placement strategy, forecast and trend losses, provide property insurers with bid specification, solicit insurance company quotations and provide OBS with a complete copy of quotes and related worksheets. The Contractor must also analyze options, maintain copies of all loss runs, claims reports and other related data and maintain accurate records of the College's account.

**Calendar of Events** The schedule for the Project is given below, and is subject to change at the College's discretion. If the College changes the schedule before the Proposal due date, it will do so through an announcement on the College Procurement web site which also contains the question and answer area for this RFP. The web site announcement will be followed by an amendment to this RFP, also available through the College Procurement web site. After the Proposal due date and before the award of the Contract, the College will make schedule changes through the RFP amendment process. The College will make changes in the Project schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract.

**Dates:**

Firm Dates

RFP Issued:	April 04, 2008
Inquiry Period Begins:	April 07, 2008
Inquiry Period Ends:	April 25, 2008, 4:00 pm
Review Date Begins:	April 28, 2008

Estimated Dates

Award Date:	June 01, 2008
Transition Period Begins:	June 01, 2008
Contract Effective Date:	July 01, 2008

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Toledo, Ohio local time) that the Proposals are due and not just the date.



## **PART TWO: STRUCTURE OF THIS RFP**

**Organization** This RFP is organized into five (5) Parts and has nine (9) Attachments. The Parts and Attachments are listed below. There also may be one or more supplements to this RFP, listed below.

### **Parts**

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Award of the Contract

### **Attachments**

- Attachment One Work Requirements and Special Provisions
  - Part One Work Requirements
  - Part Two Special Provisions
- Attachment Two Requirements for Proposals
- Attachment Three General Terms and Conditions
  - Part One Performance and Payment
  - Part Two Work & Contract Administration
  - Part Three Ownership & Handling of Intellectual Property & Confidential Information
  - Part Four Representations, Warranties and Liabilities
  - Part Five Acceptance and Maintenance
  - Part Six Construction
  - Part Seven Law & Courts
- Attachment Four Contract
- Attachment Five Offeror Profile Form
- Attachment Six Offeror Reference Form
- Attachment Seven Candidate Data
  - 7-A Candidate References
  - 7-B Candidate Education and Training
  - 7-C Candidate Experience
- Attachment Eight Offeror Performance Form
- Attachment Nine W-9 Form

## PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

**Contacts** The following person will represent the College:

Mailed Response:

Christopher J. Bauerschmidt  
The Owens State Community College  
Office of Business Services  
P.O. Box 10,000, Oregon Road  
Toledo, Ohio 43699-1947

Drop off or Courier Service:

Christopher J. Bauerschmidt  
Owens State Community College  
Office of Business Services (Behind the Bursar's Office)  
30335 Oregon Road  
Perrysburg, OH 43551

Note: All Broker Service Request for Proposals must be received no later than 5:00 pm Monday, April 21, 2008. Should a prospective Offeror fail to submit a proposal on or before the appointed time at the address shown above, Owens may or may not decide to consider the proposal regardless of the reason for the late submission thereof after accepted bids, have been reviewed. Further noted it is the Offerors responsibility to make sure that all mailed offer is received by the specified time.

During the performance of the Project, a College representative (the "Agency Project Representative") will represent the Agency and be the primary contact for matters relating to the Project. The Agency Project Representative will be designated in writing after the Contract award.

**Inquiries** Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

- Submit the question(s) to [Christopher\\_Bauerschmidt2@owens.edu](mailto:Christopher_Bauerschmidt2@owens.edu)  
Note: All questions and subsequent answers will be available for each vender to review on the College's Procurement web site.
- The College will try to respond to all inquiries within 48 hours of receipt, excluding weekends and holidays. But the College will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

**Amendments to the RFP** If the College decides to revise this RFP before the Proposal due date, amendments will be announced on the College's Procurement Web site.

Offerors may view amendments using the following process:

Sign-on to Owens State Community College web site <https://www.owens.edu/procurement>  
Select "RFP"

When an amendment to this RFP is necessary, the College may extend the Proposal due date through an announcement on College's Procurement Web site. Amendment announcements may be provided any time before 5:00 p.m. on the day before the proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, amendments will be distributed only to those Offerors whose submissions are under active consideration. When the College makes an amendment to the RFP after Proposals have been submitted, the College will permit Offerors to withdraw their Proposals within 10 business days after the amendment is issued. This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the amendment changes the nature of the transaction so much that the Offeror's Proposal is no longer in its interests. Alternatively, the College may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the amendment, as described below.

Whenever the College makes an amendment after the Proposal due date, the College will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the amendment. Any time the College amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if the College permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, the College may limit the nature and scope of the modifications. Unless otherwise stated in the College's notice, modifications and withdrawals must be made in writing and must be submitted within 10 business days after the amendment is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to the College at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than the College has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

**Proposal Submittal** Each Offeror must submit a technical proposal in an opaque envelope. Each Offeror must submit three (3) complete, sealed and signed Proposal packages which must be clearly marked "College Owned Property Insurance Coverage, Broker of Record and Risk Management Intermediary Proposal" on the outside of each envelope.

- Included in the sealed package, the Offeror must also submit a copy of the proposals on CD-ROM in Microsoft Word 2000, Microsoft Excel 2000, Microsoft Project 2000, and PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal.
- Proposals are due no later than the proposal due date, at 12:00 Noon. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:
- Mailed Response: Christopher J. Bauerschmidt  
The Owens State Community College  
Office of Business Services  
P.O. Box 10,000, Oregon Road  
Toledo, Ohio 43699-1947

The College may reject any Proposals or unsolicited Proposal amendments that are received after the deadline. An Offeror that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. The College may reject late Proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. The College is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

Revised Code Section 9.24 prohibits the College from awarding a Contract to any Offeror(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, the Offeror warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.

The College may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror’s Proposal fails to meet any requirement of this RFP. The College may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the Offerors responding to this RFP.

All Proposals and other material submitted will become the property of the College and may be returned only at the College’s option. Proprietary information should not be included in a Proposal or supporting materials because the College will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror. Additionally, all Proposals will be open to the public after the Contract has been awarded.

The College will retain all Proposals, or a copy of them, as part of the Contract file for at least 3 years. After the retention period, the College may return, destroy, or otherwise dispose of the Proposals or the copies.

**Waiver of Defects** The College may waive any defects in any Proposal or in the submission process followed by an Offeror. The College will only do so if it believes that it is in the College's interests and will not cause any material unfairness to other Offerors.

**Multiple or Alternate Proposals** The College accepts multiple Proposals from a single Offeror, but the College requires each such Proposal to be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. The College will judge each alternate Proposal on its own merit.

**Amendments to Proposals** Amendments or withdrawals of Proposals will be allowed only if the amendment or withdrawal is received before the Proposal due date. No amendment or withdrawals will be permitted after the due date, except as authorized by this RFP.



**Proposal Instructions** Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in the applicable attachment(s) to this RFP.

The College wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

The College will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether the College awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

## **PART FOUR: EVALUATION OF PROPOSALS**

**Disclosure of Proposal Contents** The College will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, the College will seek to keep the contents of all Proposals confidential until the Contract is awarded. The College will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

**Rejection of Proposals** The College may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the College believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, the College may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or other means.

**Evaluation of Proposals Generally** The evaluation process may consist of up to four distinct phases:

1. The procurement representative's initial review of all Proposals for defects;
2. The College's evaluation of the Proposals;
3. Request for more information (interviews, presentations, and/or demonstrations); and
4. Negotiations.

The College may decide whether phases three and four are necessary. But the College has the right to eliminate or add phases three or four at any time in the evaluation process. The College also may add or remove sub-phases to phases 2 through 4 at anytime if the College believes doing so will improve the evaluation process.

**Clarifications & Corrections** During the evaluation process, the College may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if the College believes doing so does not result in an unfair advantage for the Offeror and it is in the College's interests. Any clarification response that is broader in scope than what the College has requested may result in the Offeror's proposal being disqualified.

**Reference Checks** The College may conduct reference checks to verify and validate the Offeror's or proposed candidates past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in the College not including the reference experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including but not limited to its performance with other local, College and federal entities. The College reserves the right to check references other than those provided in the Offerors Proposal. The College may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the College and the Offeror.

To maintain fairness in the evaluation process, all information sought by the College will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

**Initial Review** The Business Service representative will review all Proposals for their format and completeness. The procurement representative normally rejects any incomplete or incorrectly formatted Proposal, though he or she may waive any defects or allow an Offeror to submit a correction.

If the Auditor of the College does not certify a proposal due to lateness, the Business Service representative will not open it or evaluate it for format or completeness.

The Business Service representative will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Business Service representative will chair.

**College Review of the Proposals** The College will evaluate each Proposal that the Business Service representative has determined is timely, complete and properly formatted. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and the College has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The College may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various College personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The College may also seek reviews of end users of the Work or the advice or evaluations of various College committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the College will first decide how to incorporate the results in the scoring of the Proposals. The College may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the College, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected. Those Offerors submitting the highest-rated Proposals may be scheduled for the next phase. The number of Proposals forwarded to the next phase will be within the College’s discretion, but regardless of the number of Proposals selected for the next phase, they will always be the highest rated Proposals from this phase.

At any time during this phase, the College may ask an Offeror to correct, revise, or clarify any portions of its Proposal.

The College will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

**Proposal Evaluation Criteria**

In the Proposal evaluation phase, the College will rate the Proposals submitted in response to this RFP based on the following criteria and weight assigned to each criterion:

<b>Criteria</b>		Does Not			Greatly
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	Weight	Meet	Meets	Exceeds	Exceeds
<b>Offeror Profile</b>					
<ul style="list-style-type: none"> <li>The Offeror must demonstrate their qualifications and experience with major property risks (public and private exposures).</li> </ul>	10	0	5	7	9
<ul style="list-style-type: none"> <li>The Offeror must demonstrate their qualifications, experience and expertise in property insurance.</li> </ul>	10	0	5	7	9
<ul style="list-style-type: none"> <li>Financial administration and account management skills of the Offeror; demonstrated customer service and technical ability to process large volumes of underwriting data and provide binders, certificates of insurance and multiple customized invoices.</li> </ul>	10	0	5	7	9
<ul style="list-style-type: none"> <li>(Desirable) Five (5) years (60 months) experience in property insurance in Ohio.</li> </ul>	5	0	5	7	9
<ul style="list-style-type: none"> <li>Offeror must identify the eligible property insurers they represent. Current A.M. Best ratings must be included.</li> </ul>	5	0	5	N/A	N/A
<ul style="list-style-type: none"> <li>Contractor will provide references from three (3) current property insurers that might be used to place this coverage. Offeror must include their names, titles, companies, addresses and telephone numbers.</li> </ul>	10	0	5	N/A	N/A
<b>Staffing Plan</b>					
<ul style="list-style-type: none"> <li>The Offeror must identify primary contact and support staff that will service the Office of Business Services. The Offeror must list their qualification, experience and area of expertise.</li> </ul>	5	0	5	N/A	N/A
<ul style="list-style-type: none"> <li>The Offeror must identify claims management and loss control staff employed by the firm that will service the Office of Business Services. The Offeror must list their qualification, experience and area of expertise.</li> </ul>	5	0	5	7	9
<ul style="list-style-type: none"> <li>The Offeror will identify if they employ alternative risk finance/finite risk management professionals. Offeror must list their qualification, experience and area of expertise.</li> </ul>	5	0	5	7	9
<b>Personnel Profile Summaries</b>					
<ul style="list-style-type: none"> <li>Primary Contact</li> <li>Key Personnel</li> </ul>	5	0	5	N/A	N/A
<b>Work Plan</b>					
<ul style="list-style-type: none"> <li>The Offeror must fully describe its approach, methods and specific work steps that will be taken to market and obtain the most cost effective property insurance rates, coverage, terms and conditions for the College of Ohio.</li> </ul>	10	0	5	7	9

<ul style="list-style-type: none"> <li>The Offeror must demonstrate solutions that would show an extensive understanding of commercial property insurance and outline how they would design a policy to meet the needs of the College in Ohio.</li> </ul>	10	0	5	7	9
<ul style="list-style-type: none"> <li>The Offeror must demonstrate their ability to provide "College of the art" system interface with the Office of Business Services, including web based communications, tracking and policy management solutions.</li> </ul>	10	0	5	7	9

The College will rank the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's total technical score.

If the College finds that one or more Proposals should be given further consideration, the College may select one or more of the highest-ranking Proposals to move to the next phase. The College may alternatively choose to bypass any or all subsequent phases and make an award based solely on the evaluation phase.

This RFP asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the College in relation to the other Proposals that the College received. It is not a basis for determining the importance of meeting any requirement to participate in the Proposal process.

If the College does not receive any Proposal that meets all the mandatory requirements, the College may cancel this RFP. Alternatively, if the College believes it is in the College's interest, the College may continue to consider the highest-ranking Proposals despite their failure to meet all the mandatory requirements. In doing this, the College may consider one or more of the highest-ranking Proposals. But the College may not consider any lower-ranking Proposals unless all Proposals ranked above it are also considered, except as provided below.

In any case where no Proposal meets all the mandatory requirements, it may be that an upper ranking Proposal contains a failure to meet a mandatory requirement that the College believes is critical to the success of the RFP's objectives. When this is so, the College may reject that Proposal and consider lower ranking Proposals. But before doing so, the College must notify the Offeror of the situation and give the Offeror an opportunity to cure the critical mandatory requirement.

If the Offeror cures its failure to meet a critical mandatory requirement, its Proposal will continue to be considered. If the Offeror is unwilling or unable to cure the failure, its Proposal may be rejected. The College then may continue to consider the other remaining Proposals, including, if the College so chooses, proposals that ranked lower than the rejected Proposal.

**Financial Ability** Part of the Proposal evaluation criteria is the qualifications of the Offeror which includes, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of audited financial statements from all Offerors in the Proposal contents attachment. But if the Proposal contents attachment does not make this an expressed requirement, the College may still insist that an Offeror submit audited financial statements for up to

the past three years if the College is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight the College assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If the College believes the Offeror's financial ability is not adequate, the College may reject the Proposal despite its other merits.

**Interviews, Demonstrations, and Presentations** The College may require some Offerors to interview, make a presentation about their Proposal, or demonstrate their products or services. Such presentations, demonstrations, and interviews provide an Offeror with an opportunity to:

- Clarify its Proposal and to ensure a mutual understanding of the Proposal's content;
- Show the features and functions of its proposed hardware, software or solution; or
- Test or probe the professionalism, qualifications skills and work knowledge of the proposed candidates.

The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of the College. The College may record any presentations, demonstrations, and interviews.

The College normally will not rank interviews, demonstrations, and presentations. Rather, the College may decide to revise its existing proposal evaluations based on the interviews, demonstrations, and/or presentations.

**Determination of Responsibility** The College may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. The College's determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members, past conduct on previous contracts, past performance on previous contracts, ability to execute this contract properly and management skill. The College will make such determination of responsibility based on the Offeror's Proposal, reference evaluations and any other information the College requests or determines to be relevant.

**Contract Negotiations** The final phase of the evaluation process may be contract negotiations. Negotiations will be scheduled at the convenience of the College. The selected Offeror(s) must negotiate in good faith.

Negotiations may be conducted with any Offeror who submits a competitive Proposal, but the College may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP or the Offeror's Proposal, as appropriate. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP. Should the evaluation process have resulted in a top-ranked Proposal, the College may limit negotiations to only that Offeror and not hold negotiations with any

lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, the College may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

If the College decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, the College will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Auction techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

Following negotiations, the College may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which the College conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, the College need not require the submissions of best and final Proposals.

If best and final Proposals are required, they may be submitted only once; unless the College makes a written determination that it is in the College's interest to conduct additional negotiations. In such cases, the College may require another submission of best and final Proposals. Otherwise, discussion of or changes in the best and final Proposals will not be allowed. If an Offeror does not submit a best and final Proposal, the Offeror's previous Proposal will be considered the Offeror's best and final Proposal.

It is entirely within the discretion of the College whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The College is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom the College wants to negotiate, and to dispense with negotiations entirely.

The College generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, the College may negotiate with the next Offeror in ranking. Alternatively, the College may decide that it is in the interests of the College to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the College to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

Negotiated changes will be reduced to writing and become a part of the Contract file open to inspection to the public. The written changes will be drafted and signed by the Contractor and submitted to the College within five business days. If the College accepts the change, the College

will give the Offeror written notice of the College's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

**Failure to Negotiate** If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the College may terminate negotiations with that Offeror and collect on the Offeror's bid bond, if a bid bond was required in order to respond to this RFP.

**Final Negotiations** The College is required to have legal review on contract language, which is currently conducted by the Attorney General's Office.



## PART FIVE: AWARD OF THE CONTRACT

**Contract Award** The College plans to award the Contract based on the schedule in the RFP, if the College decides the Project is in its best interests and has not changed the award date.

In order for an Offeror's proposal to remain under active consideration, the Offeror must sign and return the signed Contracts to the College with its response. **SUBMITTAL OF A CONTRACT SIGNED DOES NOT IMPLY THAT AN OFFEROR WILL BE AWARDED THE CONTRACT.** In awarding the Contract, the College will issue an award letter to the selected Contractor. The Contract will not be binding on the College until the College's duly authorized representative signs both copies and returns one to the Contractor, the College issues a purchase order, and all other prerequisites identified in the Contract have occurred.

If the College awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work by July 1<sup>st</sup>, 2008 then the College reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

**Contract** If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written amendments to this RFP, the Contractor's accepted Proposal, and written, authorized amendments to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is attached as a one-page attachment to this RFP, but it incorporates all the documents identified above. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's proposal, as amended, clarified, and accepted by the College; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

**ATTACHMENT ONE:  
WORK REQUIREMENTS AND SPECIAL PROVISIONS**

**PART ONE: WORK REQUIREMENTS**

This attachment describes the Project and what the Contractor must do to get the job done. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

**Scope of Work** The Contractor will secure quotations and property insurance coverage for the College. The Contractor must be a knowledgeable expert in the field of property and casualty insurance and risk management.

Under the direction of the Office of Business Services, the Contractor is expected to develop and manage a program that:

1. Provides access to major national and international insurance markets; including the ability to make direct contact with the company's underwriters and underwriting staff;
2. Maximizes cost savings;
3. Provides value added loss control, inspection and appraisal services;
4. Provides risk management consulting on the insurance being placed;
5. Expands loss data collection and provide loss runs and technical reports.

The Contractor must develop, maintain and manage a coverage placement strategy, forecast and trend losses, provide property insurers with bid specification, solicit insurance company quotations and provide OBS with a complete copy of quotes and related worksheets. The Contractor must also analyze options, maintain copies of all loss runs, claims reports and other related data and maintain accurate records of the College's account.

The Office of Business Services will make available existing information on file including property insurance bid specifications for all buildings to be insured in order to attain the objectives as outlined. The following tasks must be accomplished by the Contractor:

**A. Strategize.**

- Provide unbiased insurance carrier information regarding the most advantageous markets from the standpoint of cost, service, coverage and financial stability.
- Evaluate market and reinsurance conditions to identify the most comprehensive program, terms, conditions and pricing that is in the best interest of the College.

**B. Assist Quotation Process.**

- Prepare documentation by presenting property insurance bid specifications to the carriers on the College's behalf.

- Provide the Office of Business Services with a copy of all insurance quotations (including commission structure and percentages) and related documents. **IMPORTANT NOTE:** If a carrier chooses not to provide a quote, a declination letter must be attained.
- Document all quotation and bidding information in writing, including e-mails and all information stored in computer system files (complete documents must be provided).

**C. Loss Control and Replacement Cost Inspection Coordination**

- Provide an outline of loss control and replacement cost evaluation services available through their firm. These services must be provided at no additional cost or fee.
- Outline loss control and replacement cost evaluation services available through the insurance carriers. These services must be provided to the College as a value added service and at no additional cost.
- Provide OBS with a written summary as to how they will coordinate all loss control and replacement cost evaluation activities by their firm and the prospective insurer.

All safety and loss control surveys must be scheduled in advance. The successful insurance carrier(s) shall agree to schedule such inspections or surveys through:

Owens State Community College  
 Office of Business Services (Behind the Bursar’s Office)  
 30335 Oregon Road  
 Perrysburg, OH 43551  
 (567) 661-7181

The Contractor must agree that a written report of the results of such inspections/surveys will be furnished to the Office of Business Services within thirty (30) days following the actual inspection/survey of the insured property.

The Contractor shall specifically acknowledge that all recommendations resulting from any inspection or consultation will be considered by the College to be of an advisory nature and not binding on the College.

**D. Manage Invoicing and Payments**

- Provide cash management and invoicing services (including two (2) copies or duplicates of all invoices and/or credit memos). Pay the premium of the selected insurer and in a timely manner on behalf of the College. After payment, the Contractor must prepare a separate invoice to the College and identifying their premium allocation.
- Consolidate all appropriate charges including administrative fees.
- Provide customized invoices, statements, or summary information as requested by the OBS.

**E. Policy Services**

- Provide the OBS with a complete copy of the insurance policy for the College and as many copies as requested by the Office of Business Services. The Contractor agrees to process all endorsements and issue certificates of insurance and/or evidence of property insurance forms as requested by the Office of Business Services.
- Verify the accuracy and adequacy of all binders, policies, policy endorsements, invoices, loss runs and other insurance-related documents prior to delivery.
- Make all policy changes by endorsement including, but not limited to, additions and deletions of buildings as instructed by the OBS pursuant to the statutory authority given to the office under the Revised Code. Copies of the endorsements and rating worksheets must be provided for each and every request.
- Provide an invoice or credit memo for all return and additional premium charges. If a return premium check is to be issued, the OBS shall advise the Contractor to whom it shall be payable.
- Offeror must assist the OBS with the design/structure of the policy and must be willing to issue a policy or combination of policies to have an effective date consistent with the College's fiscal year calendar.

**F. Claims Management**

- Provide knowledgeable claims personnel available to assist the OBS with any and all property claims matters. This includes filing loss notices with the insurer, confirming loss notice with carrier and assigned adjuster, tracking of all loss reserves and related loss adjustment expenses, coordinating all company staff and/or independent adjusters, reviewing coverage, assisting with the completion of claims documents and participating in claims related meetings.

**Contractor Responsibilities and Deliverables**                      The Contractor must meet all RFP requirements and complete all Project Milestones and Deliverables, as defined in the Project Plan.

- Coverage begins:                      Will be defined w/College approval
- Program status meeting:              Will be defined w/College approval
- Quarterly meeting:                      Will be defined w/College approval
- Policies issued by:                      Will be defined w/College approval
- Quarterly meeting:                      Will be defined w/College approval
- Quarterly meeting:                      Will be defined w/College approval
- Policy renewal:                          Will be defined w/College approval

**Meeting Attendance and Reporting Requirements**                      The Contractor's project management approach must adhere to the following Project meeting and reporting requirements:

- Quarterly meetings reports will be due as indicated above. Contractor agrees to be available to meet with the OBS monthly, quarterly or as frequently as required at a mutually agreed to location.

- Immediate Reporting - The project manager or his or her designee must immediately report any Project Team staffing changes to the Agency Project Representative (See: Attachment Three: Part Two: Replacement Personnel).

**ATTACHMENT ONE:  
WORK REQUIREMENTS AND SPECIAL PROVISIONS**

**PART TWO: SPECIAL PROVISIONS**

**The Contractor's Fee Structure** The Contractor shall be compensated on a commission basis paid by the insurance carrier providing the most comprehensive and cost effective quotation. The Contractor must disclose their commission rates to the OBS prior to solicitation of quotations. The Contractor must be willing to negotiate commission rates to make them consistent among all interested/participating insurance carriers. The commission level must be acceptable to both the Contractor and the College.

**Reimbursable Expenses** None

## ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

**Proposal Format** Each Proposal must include sufficient data to allow the College to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information in chronological order as stated below:

1. Cover Letter
2. Certification
3. Offeror Disclosure of Location of Services and Data
4. Offeror Profile
5. Offeror References
6. Contract Performance
7. Development and Support Capabilities
8. Insurance Carrier List
9. Staffing Plan
10. Organizational Support, Technology and Experience
11. Personnel Profile Summaries
12. Work Plan
13. Support Requirements
14. Cost Summary
15. Conflict of Interest
16. Payment Address
17. Proof of Insurance
18. W-9 Form
19. Signed Contracts
20. Assumptions

**1. Cover Letter** The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:

- a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business;
- b. A list of the people who prepared the Proposal, including their titles;
- c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal;
- d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work;

- e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
  - 1. The subcontractor's legal status, tax identification number, and principal place of business address;
  - 2. The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
  - 3. A description of the work the subcontractor will do;
  - 4. A commitment to do the work if the Offeror is selected;
  - 5. A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP;
  - 6. A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work;
- f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP;
- g. A statement that the Offeror has not taken any exception to the Terms and Conditions;
- h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal;
- i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted;
- j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the College except when a candidate's unavailability is no fault of the Contractor (e.g. Candidate is no longer employed by the Contractor, is deceased, etc.); and
- k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.

**All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through k. above.**

**2. Certification** Each proposal must include the following certification on company letterhead signed by an individual authorized to legally bind the Offeror.

*(Insert Company name)* affirms they are the prime Contractor.

*(Insert Company name)* affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from the Agency Project Representative.

*(Insert Company name)* affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

*(Insert Company name)* affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.



*(Insert Company name)* agrees that it is a separate and independent enterprise from the State of Ohio and the Departments of Administrative Services and Owens State Community College.

*(Insert Company name)* has a full opportunity to find other business and has made an investment in its business. Moreover *(insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(insert Company name)* or any of the personnel provided by *(insert Company name)* or Owens State Community College.

*(Insert Company name)* affirms that the individuals supplied under the Contract are either (1) employees of *(insert Company name)* with *(insert Company name)* withholding all appropriate taxes, deductions or contributions required under law or (2) independent contractors to *(insert Company name)*.

If the Offeror's personnel are independent contractors to the Offeror, the certification must also contain the following sentence:

*(Insert Company name)* affirms that it has obtained a written acknowledgement from its independent contractors that they are separate and independent enterprises from the State of Ohio and the Departments of Administrative Services and Owens State Community College for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

**3. Offeror Disclosure of Location of Services and Data** As part of the Proposal, the Offeror must disclose the following:

- a. The location(s) where all services will be performed; and
- b. The location(s) where any College data applicable to the contract will be maintained or made available; and
- c. The principal location of business for the contractor and all subcontractors.

During the performance of this contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without prior written approval of the College.

**3. Offeror Profile** Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name, address, telephone number, and fax number; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the College gauge the ability of the Offeror to fulfill the obligations of the Contract. This RFP includes an Offeror Profile Summary form as Attachment Five. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information.

**4. Offeror References** The Offeror must include three (3) references for which the Offeror has successfully provided services on projects that were similar in their nature, size and scope to the Work. These references must relate to work that was completed within the past five (5) years. This RFP includes a reference form as Attachment Six. The Offeror must use this form and fill it

out completely for each reference. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

Each reference must be willing to discuss the Offeror's performance with the evaluation committee.

- Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the College not including the reference in the evaluation process.
- Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.
- Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- Description of the Related Service Provided. The College does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification.
- Description of how the related service shows the Offerors experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.
- The Offeror's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

**In addition, the Offeror must provide or demonstrate the following** (include as part of Attachment Six):

- Their qualifications and experience with major property risks (Public and private exposures).
- Their qualifications, experience and expertise in property insurance in the State of Ohio.
- Their financial administration, and account management skills; demonstrated customer service and technical ability to process large volumes of underwriting data and provide certificates of insurance and multiple customized invoices.
- (Desirable) Five (5) years (60 months) experience in property insurance in the State of Ohio.
- Offeror must identify the eligible property insurers they represent. Current A.M. Best rating must be included.
- Offeror will provide references from three (3) current property insurers that might be used to place this coverage. Offeror must include their names, titles, companies, addresses and telephone numbers. References will be checked.

**5. Contract Performance** The Offeror must complete Attachment Eight, Contractor Performance Form.

- 6. Development and Support Capabilities** Each Offeror must identify the insurance carriers they represent. Include A.M. Best ratings.
- 7. Insurance Carrier Listing** The Offeror must identify the insurance carriers they represent. Include A.M. Best ratings.
- 8. Staffing Plan** The Offeror must provide a staffing plan that identifies all personnel required to do the Project and their responsibilities on the Project. The College is seeking a staffing plan that matches the proposed Project key personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:
- A matrix matching each team member to the staffing requirements in this RFP,
  - A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s),
  - A discussion of the Offeror's ability to provide qualified replacement personnel, and
  - The number of people onsite at the College location at any given time to allow the College to plan for the appropriate workspace.
- 9. Organizational Support, Technology and Experience** The Offeror must provide documentation and a detailed description of the company's organization, technology capabilities, experience and personnel that will substantiate the qualifications and capabilities to provide the services required by this RFP, including but not limited to the following:
- Location of office responsible for managing this contract, include primary contact and support staff names, telephone numbers, fax numbers and e-mail addresses.
  - If the Offeror is representing a regional or national insurance brokerage firm, or represents a firm with more than one location, describe the coordination of services. Also describe the financial structure and arrangements among the offices. The Offeror must disclose if each office is an individual profit center, or if a formal arrangement exists and how compensation is distributed. **In addition, all compensation received from insurers through placement service agreements or contingent income/commissions must be disclosed.**
  - Service team organizational chart, including names and titles of all key personnel assigned to the College account. Include each individual's function and the service they will provide.
  - Detailed resume of all key personnel assigned to the College account.
  - Comprehensive list of public entity customers of similar scope or comparable nature that have been successfully undertaken by the Offeror. Provide a name, address and telephone number of a reference for each customer listed. If you are a regional or national brokerage firm and have other state business or property insurance programs, list the state and the office location placing coverage. However, if your office did not actually place the coverage, do not list it as a customer of similar scope or comparable nature.
  - Comprehensive list of private/non-government customers of similar scope or comparable nature that have been successfully undertaken by the Offeror. Provide a name, address and telephone number of a reference for each customer listed. If your firm is a regional or national broker, only list those whom you have placed property insurance coverage.

- Experience providing insurance and risk management services to large governmental entities.
- Experience providing insurance and risk management services to large private/non-governmental companies.
- Experience working with major property/casualty insurance and reinsurance companies.
- Experience developing and implementing alternative risk financing programs, including integrated programs.
- Explain technology resources available to support the College's property insurance program. The Offeror must outline the capabilities of the system and if it is a web based system. The Offeror must describe what requirements are expected of the College (if any) to have access to the system.
- If the Offeror plans on using a wholesale E&S broker, please identify the firms and explain why it would be necessary to use them. Also, describe why this would be advantageous to the College.
- If another person or office is outside of the State of Ohio or the Offeror's office will market the coverage, identify the city and state and the individuals and their qualifications.
- The Offeror must identify if they have a property claims manager employed by their firm to assist and handle complex coverage and claim matters. The Offeror must list their qualifications, experience and area of expertise.
- The Offeror will identify the loss control staff that are available to conduct inspections, replacement cost evaluations/appraisals and other value added services. Offeror must list their qualifications, experience and area of expertise.
- The Offeror will identify if they employ an alternative risk finance/finite risk management professional. Offeror must list their qualifications, experience and area of expertise.

**10. Personnel Profile Summaries** Each Proposal must include a profile for each key member of the proposed Work Team. This RFP includes Personnel Profile Summary forms as Attachment Seven. The Offeror must use these forms and fill them out completely for each candidate and reference listed. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

One of the criteria on which the College may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration.

The Offeror must propose a Work Team that collectively meets all the requirements in this RFP, as demonstrated through the Personnel Profile Summary forms. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

All candidate requirements must be provided using the Personnel Profile Summary Forms (See Attachments Seven A, B and C.) The various sections of the form are described below:

- a) Candidate References. If fewer than three (3) projects are provided, the Offeror must include information as to why fewer than three (3) projects were provided. The College may disqualify the proposal if fewer than three (3) projects are given. (Refer to Attachment Seven A.)
- b) Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. (Refer to Attachment Seven B.)
- c) Mandatory Experience and Qualifications.

This section must be completed to show how the candidate meets the mandatory experience requirements. If any candidate does not meet the mandatory requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Seven C.)

For each reference the following information must be provided:

- o Candidate's Name
- o Contact Information The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the College not including the reference experience in the evaluation process.
- o Dates of Experience Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- o Description of the Related Service Provided The College does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

**11. Work Plan** The College encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to get the Project done well. To this end, the Offeror must submit for this section of the proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the College an understanding of the Offeror's knowledge and approach.

Specifically:

- The Offeror must fully describe its approach, methods and specific work steps that will be taken to market and obtain the most cost effective property insurance rates, coverage, terms and conditions for the State of Ohio.
- The Offeror must demonstrate solutions that would show an extensive understanding of commercial property insurance and outline how they would design a policy to meet the needs of the State of Ohio.

The College seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to quickly undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments (NOTE: The staffing plan should be consistent with the Work plan).

**12. Support Requirements** The Offeror must describe the support it wants from the College other than what the College has offered in this RFP. Specifically, the Offeror should address the following:

- Nature and extent of College support required in terms of staff roles, percentage of time available, etc.;
- Assistance from College staff and the experience/qualification level required; and
- Other support requirements.

The College may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the College may reject the Offeror's Proposal if the College is unwilling or unable to meet the requirements.

**13. Cost Summary** The Contractor shall be compensated on a commission basis paid by the insurance carrier providing the most comprehensive and cost effective quotation. The Contractor shall disclose their commission rates to the Office of Business Services prior to solicitations of quotations. The Contractor must be willing to negotiate commission rates so as to make them consistent among all interested/participating carriers. The commission level must be agreeable with both the Contractor and the College. A Cost Summary will be required to be submitted with the Offeror's Proposal.

**14. Conflict of Interest Statement** Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The College has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

**15. Payment Address** The Offeror must give the address to which payments to the Offeror will be sent.

**16. Proof of Insurance** In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions. The policy may be written on an occurrence or claims made basis.

- 17. W-9 Form** The Offeror must complete the attached W-9 form in its entirety. At least 1 original W-9 form must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original, blue ink signature.
- 18. Signed Contracts** The Offeror must provide two (2) originally signed, blue ink copies of the included Contract. Offeror must complete, sign and date both copies of the contract and include it with their Proposal.
- 19. Assumptions** The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the College, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART ONE: PERFORMANCE AND PAYMENT**

**Statement of Work** The RFP and the Contractor's Proposal (Collectively referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate College representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The College may give instructions to or make requests of the Contractor relating to the Project, and the Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

**Term** Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the College and the Contractor is paid. But the current General Assembly cannot commit a future General Assembly to expenditure. Therefore, this Contract will automatically expire at the end of each biennium, the first of which is June 30, 2009. The College however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the College paid for before termination or limit the College's rights in such.

It is understood that the College's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Contract, the College's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the College

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Project plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the College may terminate this Contract under the termination provision contained below. But the College may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the College agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the College's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the College's failure to perform will be extended by the same amount of time as the College's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the College meaningful written notice of the College's failure to meet its obligations within five (5) business days of the Contractor's realization that the College's delay will impact the Project. The notice to the College must be directed at making the College aware of its delay and the impact of its delay. It must be sent to the College Business Services Representative. Remedies resulting from the College's delay will be at the College's discretion.



The College seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the College are included in the Project and the not-to-exceed fixed price.

**Compensation** In consideration of the Contractor's promises and satisfactory performance, the College will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. But in no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the College and, when required, the Owens Board of Trustees and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP. An invoice must comply with the College's then-current policies regarding invoices and their submission. The College will notify the Contractor in writing within 15 business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor will send all invoices under this Contract to the "bill to" address in the RFP or in the applicable purchase order.

The College will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). That section of the Revised Code currently requires monthly interest payments of one 12<sup>th</sup> of the annual rate in Section 5703.47 of the Revised Code. If the College disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the College will notify the Contractor, in writing, stating the grounds for the dispute. The College may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the College, a material breach has occurred by the Contractor, the College retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the College Project Representative and the College Business Service Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The College will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the College's satisfaction, the College will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the College until the matter is resolved.

If the College has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor will reimburse the College for that amount at the end of the 30 calendar days as a non-exclusive remedy for the College. On written request from the Contractor, the College will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the College's facilities and any information the College has regarding the problem.

**Reimbursable Expenses** The College will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the College's then-current policies. All reimbursable travel will require the advance written approval of the College's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the College within 30 business days of receiving the Contractor's invoice.

**Certification of Funds** None of the rights, duties, or obligations in this Contract will be binding on the College, and the Contractor will not begin its performance, until all the following conditions have been met:

- (a) All statutory provisions under the Revised Code, including Section 126.07, have been met;
- (b) All necessary funds are made available by the appropriate College agencies;
- (c) If required, approval of this Contract is given by the Owns State Community College Board of Trustees, and
- (d) If the College is relying on Federal or third-party funds for this Contract, the College gives the Contractor written notice that such funds have been made available.

**Employment Taxes** Each party will be solely responsible for reporting, withholding and paying all employment related taxes, payments and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the College under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

**Sales, Use, Excise, and Property Taxes** The College is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project; such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART TWO: WORK & CONTRACT ADMINISTRATION**

**Related Contracts** The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the College to perform substantially identical services for the College such that the Project duplicates the work done or to be done under the other contracts.

**Subcontracting** The Contractor may not enter into subcontracts for the Work after award without written approval from the College. But the Contractor will not need the College's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The College's approval of the use of subcontractors does not mean that the College will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the College harmless for and will indemnify the College against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the College will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract, and the Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. But this exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the College in any way, the Contractor will indemnify the College for the damage.

**Record Keeping** The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. And the Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the College has given specific written authorization for making prior payments from the Project Account.

**Audits** During the term of this Contract and for 3 years after the payment of the Contractor's last Fee, on reasonable notice and during customary business hours, the College may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the College's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the College or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed 5 business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the College, the College will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000.00, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

**Insurance** The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the College of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy shall also be endorsed to provide the College with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.

- (d) Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor shall provide the College with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

The certificate(s) must be in a form that is reasonably satisfactory to the College as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

**College Personnel** During the term of this Contract and for 1 year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any College employee involved with the Project.

**Replacement Personnel** If the RFP contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the College's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the College, except as provided below.

The Contractor may remove a person listed in the RFP from the Project if doing so is necessary for legal or disciplinary reasons. But the Contractor must make a reasonable effort to give the College 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in the RFP. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for 2 replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the 2 resumes, along with such other information as the College may reasonably request, within 5 business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The College will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the College. The College may reject the proposed replacements for any legal reason(s). Should the College reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the College will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The College may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the College perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials the College decided to enter into this Contract. Therefore, the College will have the right to reject any candidate that the College determines will provide it with diminished value.

Should the College reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

The College has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The College also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The College, therefore, will have the right to require the Contractor to remove any individual working on the Project if the College determines that any such individual has or may interfere with the College's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people on the RFP.

**Suspension and Termination** The College may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The College may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the College that the Contractor's performance is substantially endangered through no fault of the College. In any such case, the termination will be for cause, and the College's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the College will have the right to terminate this Contract. The College may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the College has notified the Contractor in writing of the Contractor's failure to meet any of its obligations 3 times. After the third notice, the College may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The 3 notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The College may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the College may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the College. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the College at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables

to the College with its report. But, if delivery in that manner would not be in the College's interest, then the Contractor will propose a suitable alternative form of delivery.

If the College terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the College for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the College would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the College, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the College. The College will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The College will have the option of suspending rather than terminating the Project where the College believes that doing so would better serve its interests. In the event of a suspension for the convenience of the College, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the College reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the College resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the College from the default or other event giving rise to the suspension.

In the case of a suspension for the College's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the College's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the College's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. And the Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the College and will resume work only on written notice from the College to do so. In any case of suspension, the College retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the College, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The College will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the College's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the

30-day period, then this Contract will terminate automatically for the College's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the College for any liability to them. Each subcontractor will hold the College harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

**Representatives** The College's representative under this Contract will be the person identified on the RFP or a subsequent notice to the Contractor as the "College's Project Representative". The College Project Representative will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The College Project Representative may assign to a manager, responsibilities for individual aspects of the Project to act as the College Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified on the RFP as the "Project Manager." The Project Manager will conduct all liaisons with the College under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the College if that individual is identified in the RFP as a key individual on the Project.

**Work Responsibilities** The College will be responsible for providing only those things expressly identified, if any, in the RFP. If the College has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the College Project Representative. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the College Project Representative any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, requires installation on the College's property, the College will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of College Project Representative certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the College Project Representative.

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or Federal agency for the Project and maintaining them throughout the duration of this Contract.



**Changes** The College may make reasonable changes, within the general scope of the Project. The College will do so by issuing a written order under this Contract describing the nature of the change (“Change Order”). Additionally, if the College provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the College. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor to the College. The College will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within 5 business days after receiving the Change Order, the Contractor will sign it to signify agreement with it.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the College in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the College of the claim within 5 business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the College be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the College and the Contractor has complied with the requirements of this section. Provided the College has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the College and the Contractor may agree upon such an adjustment. If the College and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the College for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. But if the change involves removing a requirement from the Project or replacing one part of the Project with the change, the College will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The College will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

**Excusable Delay** Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

**Independent Status of the Contractor** The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY &**  
**CONFIDENTIAL INFORMATION**

**Confidentiality** The College may disclose to the Contractor written material or oral or other information that the College treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the College delivers to the Contractor will remain with the College. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the College, or individuals or organizations about whom the College keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the College, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the College.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in the Contractor's possession before disclosure by the College, and such was received by the Contractor without obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the College; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the College of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of

production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

**Ownership of Deliverables** All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the College, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the College. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the College with all assistance reasonably needed to vest such rights of ownership in the College. But the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the College a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the College ownership of the Pre-existing Materials provided however, that the College may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the College's approval for doing so in advance. On the request of the Contractor, the College will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the College makes of that Deliverable.

Subject to the limitations and obligations of the College with respect to Pre-existing Materials, the College may make all custom Deliverables available to the general public without any proprietary notices of any kind.

**License in Commercial Material** As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the College will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the College will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the College will treat the material as confidential. In this regard, the College will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to College secrets. Otherwise, the College will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the College.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART FOUR: REPRESENTATIONS, WARRANTIES AND LIABILITIES**

**General Warranties** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) no Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) the Contractor has the right to enter into this Contract; (2) the Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) the Contractor will observe and abide by all applicable laws and regulations, including those of the College regarding conduct on any premises under the College's control; (4) the Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the College; (5) all hardware, software, firmware, and similar devices and materials provided under this Contract will be designed to operate without regard to the turning of a century and process dates in a manner that takes into account dates occurring before and after the turning of a century; and (6) the Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the College.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the College for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the College has modified or misused the Deliverable and the claim is based on the modification or misuse. The College agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do 1 of the following 4 things: (1) modify the Deliverable so that it is no longer infringing; (2) replace the Deliverable with an equivalent or better item; (3) acquire the right for the College to use the infringing Deliverable as it was intended for the College to use under this Contract; or (4) remove the Deliverable and refund the amount the College paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the College

**Indemnity for Property Damage and Bodily Injury** The Contractor will indemnify the College for all liability and expense resulting from bodily injury to any person (including injury resulting in death) and damage to property arising out of the performance of this Contract, providing such bodily injury or property damage is due to the fault of the Contractor, its employees, agents, or subcontractors.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART FIVE: ACCEPTANCE AND MAINTENANCE**

**Standards of Performance and Acceptance** If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the College Project Representative to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The College Project Representative will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the College will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the College Project Representative issues a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the College Project Representative has issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the College Project Representative issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the College Project Representative will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the College may have under this Contract, the College will have the right to request correction or replacement of the relevant portion of the Project.

**Passage of Title** Title to any Deliverable will pass to the College only on acceptance of the Deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the Deliverable passes to the College.

**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART SIX: CONSTRUCTION**

**Entire Document** This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

**Binding Effect** This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the College and the Contractor.

**Amendments – Waiver** No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.

**Severability** If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

**Construction** This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

**Headings** The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

**Notices** For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

**Continuing Obligations** The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.



**ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS**  
**PART SEVEN: LAW & COURTS**

**Compliance with Law** The Contractor agrees to comply with all applicable Federal, state, and local laws in the conduct of the Work.

**Drug-Free Workplace** The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

**Conflicts of Interest** No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the College knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. And the Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. But this will not apply when the College has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

**Ohio Ethics and Elections Law** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics law, O.R.C. §102.04. The Contractor affirms that, as applicable to the Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the 2 previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

**Equal Employment Opportunity** During the Project, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor agrees to post notices with the provisions of this section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

**Injunctive Relief** Nothing in this Contract is intended to limit the College's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

**Assignment** The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the College.

**Governing Law** This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

**ATTACHMENT FOUR  
CONTRACT  
A CONTRACT BETWEEN  
THE OFFICE OF BUSINESS SERVICES  
ON BEHALF OF THE OWENS STATE COMMUNITY COLLEGE  
AND**

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(CONTRACTOR)

**THIS CONTRACT, which results from College-Owned Property Insurance, Broker of Record and Risk Management Intermediary** is between the Owens State Community College, through the Department of Business Services, on behalf of (the "College") and

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(the "Contractor").

If this RFP results in a contract award, the contract will consist of this RFP including all attachments, written amendments to this RFP, the Contractor's proposal, and written, authorized amendments to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the contract. The form of the contract is this one page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's proposal, as amended, clarified, and accepted by the State of Ohio; and
4. The documents and materials incorporated by reference in the Contractor's proposal.

Notwithstanding the order listed above, change orders and amendments issued after the contract is executed may expressly change the provisions of the contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the contract.

This contract has an effective date of July 1, 2008, or the occurrence of all conditions precedent specified in the General Terms and Conditions.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the dates below.

CONTRACTOR

OWENS STATE COMMUNITY COLLEGE

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

By: \_\_\_\_\_

By: John Satkowski

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

Title: Executive VP, CFO, and Treasurer

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

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

**ATTACHMENT FIVE  
OFFEROR PROFILE FORM**

Company:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of scope of the project in detail, including your company's role. Also explain the relevance or similarity of the project to this project.		

Company:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of scope of the project in detail, including your company's role. Also explain the relevance or similarity of the project to this project.		

Company:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project Month/Year:	Ending Date of Project Month/Year:
Description of scope of the project in detail, including your company's role. Also explain the relevance or similarity of the project to this project.		

**ATTACHMENT SIX  
OFFEROR REFERENCES**

Three (3) professional references who have received services from the Offeror in the past five (5) years.

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity and the Offeror's role in this project.		

**ATTACHMENT SEVEN - A  
CANDIDATE REFERENCES**

**Candidate's Name:** \_\_\_\_\_

**Candidate's Proposed Position:** \_\_\_\_\_

Three (3) professional references who have received services from the candidate in the past five (5) years.

Company Name:		Contact Name:	
Address:		Phone Number: E-mail:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity and the candidate's role in this project.			

Company Name:		Contact Name:	
Address:		Phone Number: E-mail:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity and the candidate's role in this project.			

Company Name:		Contact Name: E-mail:	
Address:		Phone Number:	
Project Name:		Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity and the candidate's role in this project.			

**ATTACHMENT SEVEN B  
CANDIDATE INFORMATION  
EDUCATION AND TRAINING**

**Candidate's Name:** \_\_\_\_\_

**Education and Training:** This section must be completed to list the education and training of the proposed candidate.

**MANDATORY REQUIREMENT:**

<b>Name and Address</b>	<b>Months/Years</b>	<b>Degree/Major</b>	<b>Year Degree Earned</b>
College			
Technical School			
Other Training			

**ATTACHMENT SEVEN C  
CANDIDATE EXPERIENCE REQUIREMENT**

**Candidate's Name:** \_\_\_\_\_

**Candidate's Proposed Position:** \_\_\_\_\_

Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			
Client Company Name:		Client's Project Supervisor Contact Name:	
Address:		Phone Number:	
		E-Mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year	
Description of the related services provided:			

**ATTACHMENT EIGHT  
OFFEROR PERFORMANCE FORM**

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of _____ (\$_____), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the College, such an answer and a review of the background details may result in a rejection of the Offeror's proposal. The College will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the College.



**ATTACHMENT NINE**

**W-9 FORM**

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do NOT  
 send to the IRS.**

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Social security number								
		+		+				

OR

Employer identification number								
		+						

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional)

### Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

### Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

**Sign Here**

Signature ▶

Date ▶

*Section references are to the Internal Revenue Code.*

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.