

# PURMIT

Public Universities Risk Management & Insurance Trust

**REQUEST FOR PROPOSALS (RFP)  
Insurance Placement Services  
RFP No. 2016-01**

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**ATTENTION POTENTIAL  
PROPOSERS!**

**IMPORTANT NOTICE**

**Responsibility of Each Proposer Participating in the Proposal Process**

It will be the responsibility of each Proposer to refer daily to the Oregon Public Universities Business and Bid Opportunities (ORPU) website to check for any available amendments or addenda, responses to inquiries, and/or questions, cancellations or intents to award, and any and all additional information regarding this opportunity. It is not the Public Universities Risk Management and Insurance Trust's (PURMIT's) responsibility to notify Proposers by email or by any other means of any of the above. Copies of this document can be obtained on the ORPU website as well. The web link follows.

**Web Link:**

<https://secure.orpu.org/bid/>

All requests for changes or clarifications (regarding technical information, procedural requirements, contractual requirements, or other issues) must be submitted in accordance with Section 1, Instructions to Proposers, subsection 3, Questions or Requests For Clarification/Change.

**NO LATE PROPOSALS WILL BE ACCEPTED**

**Minority, Women, and Emerging Small Businesses**

PURMIT is committed to increasing opportunities for Minority, Women, and Emerging Small Businesses (MWESB). PURMIT strongly encourages its proposers to use these businesses in providing services and materials for PURMIT contracts and projects.

*PURMIT promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.*

**RFP DATA**

Commodity Title:  
Buyer:

**Insurance Placement Services**  
PURMIT

Administrator: Ryan Britz  
Phone/Fax: (612) 766 - 3352  
Email: rbritz@berkleyrisk.com  
Date Issued: September 15, 2016

**RFP Proposal Deadline for Receipt by PURMIT**

Day/Date: October 17, 2016  
Time: 5:00 P.M. Central Time  
Location/Address: PURMIT  
c/o Berkley Risk  
ATTN: Ryan Britz  
222 South 9th Street, Suite 2700  
Minneapolis, MN 55402

**Overview**

The Public Universities Risk Management & Insurance Trust (PURMIT) hereby solicits Proposals for an insurance broker to handle the marketing, placement, and servicing of its insurance coverage including, but not limited to: property, casualty, workers' compensation, and ancillary/institution specific coverages. PURMIT intends to award one or more contracts in connection with this RFP.

**Contract Term**

The term for the contract(s) awarded from this solicitation will be for an initial term of five (5) years, with two (2) options to renew the contract(s) at the sole discretion of PURMIT for additional periods of one (1) year each.

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## SCHEDULE OF EVENTS

**These dates are for reference only; PURMIT may change these dates at its discretion. PURMIT will post any changes to schedule dates on the following website:**

**<https://secure.orpu.org/bid/>**

Issue RFP to potential proposers	September 15, 2016
Deadline for proposer inquiries, request for changes or protest of specifications	September 26, 2016
Deadline for response to proposer inquiries and/or protest of RFP specifications and/or contract terms and conditions.	October 3, 2016
<b>Proposals due (5PM Central Time)</b>	<b>October 17, 2016</b>
Oral Presentation/Interview (to be determined by PURMIT)	October 31, 2016
Evaluation period, ending	December 2, 2016
Anticipated notice(s) of intent to award	December 5, 2016
Deadline to protest award(s)	Three (3) calendar days after date of intent to award
Anticipated date of contract(s) execution (no later than)	December 9, 2016

## **BACKGROUND INFORMATION**

PURMIT provides support to six of Oregon's public higher education campuses through a comprehensive strategic risk management function that focuses on the risks associated with life safety, reputation, financial, compliance, and operational exposures. This is accomplished through the application of risk financing to include risk transfer and risk retention, and through the implementation of risk controls including risk assessments, training and compliance awareness and monitoring.

PURMIT is overseen by a Board of Trustees consisting of one representative from each of the member institutions. This group provides the strategic oversight for the program. The Risk Council, consisting of the Risk Management leaders from each member institution, conducts the day-to-day transactions and risk mitigation for the program. These activities include integrating risk awareness with campus strategic partners including General Counsel, Internal Audit, Academic Strategies, Student Affairs, Student Health, Research, International Programs, Human Resources, Environmental Health & Safety, Procurement, Security, Facilities and Capital Planning.

PURMIT's current members are:

- Eastern Oregon University
- Oregon Institute of Technology
- Oregon State University
- Portland State University
- Southern Oregon University
- Western Oregon University

## **SECTION 1: INSTRUCTIONS TO PROPOSERS**

All Proposals submitted in response to this RFP are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS), the Oregon Administrative Rules (OARs), and PURMIT Policies.

1. **Right to Reject:** PURMIT reserves the right to cancel this procurement or RFP, and reserves the right to reject any or all Proposals received as a result of this RFP, upon finding that it is in the public interest to do so or for any other reason set forth in this RFP.
2. **Preparation Costs:** PURMIT shall not be liable for any costs incurred by proposers in the preparation of Proposals to this RFP, including any meetings and demonstrations that may be required or requested.
3. **Questions or Requests For Clarification/Change:** All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and received no later than the date and time listed in the Schedule of Events to the name and address listed on page 2 of this RFP. Any exception or a concern regarding this RFP, must be raised in writing, which must be received by the deadline date for Requests for Changes listed in the Schedule of Events.

PURMIT reserves the right to reject Proposals from proposer(s) that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers' proposed agreements, including proposed supplemental terms and conditions may be considered by PURMIT in its sole discretion, pursuant to Sections 17, 18, and 19 below. PURMIT will consider all protests and requested changes that are timely submitted and, if reasonable and appropriate, amend this RFP.

Envelopes or faxes containing requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- Attention: RFP Document Number and title;
- RFP Specification (or Contract Provisions) being questioned; or,
- Request for Change (or Protest); and,
- Date Submitted.

Emailed requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- Email subject line must state: RFP Document Number and title.
- The body of the email must state: RFP Specification (or Contract Provisions) being questioned; or, Request for Change (or Protest).

PURMIT can, but may not respond to questions and inquiries that are not so submitted and identified as required.

4. **Submittal Location:** All Proposals must be submitted to the PURMIT address identified on Page 2 of this RFP.
5. **Change or Modification Addenda(s):** Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued in the form of an Addendum to this RFP and will be made available to all proposers. Only documents issued as addenda by PURMIT will serve to change this RFP in any way. No other direction received by the proposer, written or oral, shall serve to change this RFP document.

Proposers are not required to return addenda with their Proposal. However, proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final Proposal. Failure to do so may cause the proposer's Proposal to be rejected.

6. **Proposal Preparation and Submission:** Proposals to the RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of PURMIT and why the proposer best meets PURMIT's needs.
  - a. Proposers shall submit **ONE (1) ORIGINAL** of all Proposal pages and **six (6)** photocopies of the same pages, which shall be transmitted in a manner so that it is received by PURMIT by the RFP Proposals Due date to the location listed on Page 2 of this RFP. The original Proposal shall be marked "ORIGINAL". The Proposal shall contain no pricing information whatsoever. Pricing shall be submitted in a separate package or envelope as detailed below.

- b. Proposers shall also submit **ONE (1) ORIGINAL** of all Pricing Proposal pages and **six (6)** photocopies of the same pages to PURMIT by the RFP Proposals Due Date and Time listed on Page 2 of this RFP. The original shall be marked "ORIGINAL." The Pricing Proposal must be submitted at the same time as the Property Management Response portion of the Proposal **but in a separate sealed package or envelope, and must be clearly marked "Pricing Proposal,"** with the name of the Proposer clearly identified on each page of the Pricing Proposal. Failure to completely separate the pricing information may result in rejection of the Proposal.
  - c. Proposers must also submit separate electronic copies of the Insurance Placement Services Response portion of the Proposal and the Pricing Proposal on separate CDs. Each CD should be clearly marked with the Proposer's business name and be identified as "Insurance Placement Services Response Proposal" or "Pricing Proposal," as appropriate. With each CD, the Proposer must include a cover sheet that identifies the Proposer's name, the Proposer's website address, and the names of the Proposer's primary and secondary contacts along with each of their email addresses, telephone numbers, and fax numbers.
  - d. **The Insurance Placement Services Response Proposal and the Pricing Proposal must be submitted with the information required and in the format required by this RFP.**
  - e. Proposals shall be prepared in printed form, not handwritten, and Section 4: Proposer Certification must be completed and submitted with the Proposal and shall be signed in ink by an authorized representative of the Proposer. The authorized representative of the Proposer shall clearly identify any alterations or erasures in the RFP and shall also initial in ink any said alterations or erasures. Section 4: Proposer Certification must bear an original signature. Failure to submit Section 4: Proposer Certification bearing an original signature may result in rejection of the Proposal. No oral, telegraphic, telephone, e-mail or facsimile Proposals will be accepted. Proposals must not be submitted in three ring binders or with any binding that cannot be easily removed. Binding or large clips are recommended. It is also recommended that Proposals be printed on at least 30% recycled paper. Proposals must not include any tabbing or glossy paper and must be printed two-sided. It is further recommended that graphics be kept to a minimum. Only those graphics essential to the Proposal should be included.
  - f. Proposals must be submitted in a sealed package(s) or envelope(s) with separately sealed envelopes containing each separate portion of the Proposal (Insurance Placement Services Response and Pricing Proposal). To ensure proper identification and handling, all packages or envelopes containing the Proposal must be clearly marked with the RFP Number and the date and time that the Proposal is due. Each separate sub-envelope or package contained in the Proposal package or envelope shall be clearly marked as instructed above.
7. **Proposer Contract Administrator:** In the Insurance Placement Services Response portion of the Proposal, Proposers shall clearly identify the name of the person who is assigned the responsibility of promptly answering questions or providing clarification on

the Proposal, by stating the name, title, email address, and phone number of that person.

8. **Public Records:** This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PURMIT and shall be open to public inspection. If a Proposal contains any information that is considered a trade secret by the proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

**“This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies “unless the public interest requires disclosure in the particular instance.” Therefore, non-disclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Pricing information generally cannot be labeled a trade secret and must be open to public inspection, however, in limited circumstances related to insurance procurement it may be. Proposers are requested to mark only specific pages or text in their Proposal considered a “trade secret” under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a “trade secret” will be rejected.

9. **Information Submitted:** Proposers are cautioned that it is the proposer’s sole responsibility to submit information related to the evaluation categories, and that PURMIT is under no obligation to solicit such information if it is not included within the Proposal. Failure by the proposer to submit such information may cause an adverse impact on the evaluation of the Proposal, including rejection of the Proposal as non-responsive.
10. **Evaluation Criteria:** Any contract(s) resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with applicable Oregon state laws and regulations, and PURMIT policies.
11. **The Evaluation Process:** All Proposals received by the Due Date and Time will be reviewed by an evaluation committee. This committee will determine the extent to which each Proposal conforms to the specifications and will be evaluated according to criteria identified in this RFP. The following process will be used:
  - a. Proposals will be evaluated for completeness and compliance with the RFP requirements. PURMIT reserves the right to reject those Proposals that are not in the proper form, are incomplete, or that were not received by the deadline. PURMIT also reserves the right to waive what are, in PURMIT’s judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, PURMIT may ask Proposers to provide written clarification if it is in the best interest of PURMIT to do so.

PURMIT reserves the right to reject those Proposals that do not meet all requirements.

- b. The selection of “finalist” Proposer(s) will be determined by the evaluation committee independently scoring the Insurance Placement Services Response portion of the Proposal and then combining the score with the Pricing Proposal to determine the overall Proposal score.
  - c. The findings of the evaluation team will be summarized and the summary and award recommendation(s) will be forwarded to the PURMIT Board.
  - d. The PURMIT Board will review the recommendation and approve or reject the evaluation team’s selection.
  - e. At PURMIT’s sole discretion, finalist Proposers may be invited to make a presentation and/or perform a demonstration to the evaluation committee.
12. **Investigation of References:** PURMIT reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-contractors, and workers. PURMIT may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PURMIT reserves the right to reject any Proposal or to reject all Proposals at any time prior to PURMIT’s execution of a contract if proposer’s reference checks prove unsatisfactory.
13. **Consideration of Past Performance:** PURMIT reserves the right to consider past performance, historical information and other facts, whether gained from the proposer’s Proposal, question and answer conference, references, demonstrations, or any other source in the evaluation process.
14. **Reservation of Rights:** PURMIT has and reserves the right to refuse to enter into a contract if PURMIT, based upon reasonable grounds, determines that the interests of PURMIT would not be served. Specifically, this right may be exercised if PURMIT does not believe that a given proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. PURMIT, at its option, may give the proposer notice, specifying the grounds for rejection, and allow the proposer 15 calendar days to respond in writing. Following such response, PURMIT, in its sole discretion may reject the Proposal as provided in the referenced administrative rules.
15. **Post-Selection Review & Finalists:** Unless this RFP is canceled, after PURMIT opens all timely-received Proposals, PURMIT will evaluate all Proposals in accordance with the evaluation criteria set forth in this RFP. PURMIT may rank the Proposals to determine the “finalist” proposer(s). Finalists will be selected based upon the highest-ranked responsive Proposals from responsible Proposers after evaluation of the Proposals according to the evaluation criteria in this RFP and applicable statutes and administrative rules.

PURMIT reserves the right to select the Proposal(s) based on the evaluation criteria and scores identified in the RFP. PURMIT reserves the right to conduct discussions with the

finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes.

After receiving the evaluation summary, the BOD Board will name one or more apparent successful proposer(s) and announce its Intent to Award to one or more of these proposer(s). Identification of the “apparent successful proposer” is procedural only and creates no right in the named proposer to award of the contract. All competing proposers shall be notified in writing of PURMIT’s Intent to Award and the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report in the PURMIT Board. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by PURMIT within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful proposer(s).

Within a reasonable time following the end of this seven (7) day protest period, PURMIT will consider all protests received, if any, and may:

- a. reject the protest(s) and proceed with final evaluation of the apparent successful proposer(s) and, upon a satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers; or
- b. sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its Proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PURMIT may name a new apparent successful proposer or proposers; or
- c. reject all Proposals and cancel the procurement.

16. **Best and Final Offer:** PURMIT reserves the right to select the proposer that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to PURMIT. PURMIT reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it is in PURMIT’s best interest to do so.

17. **Negotiation of Final Contract:** Limited negotiation of the proposed contract is sometimes required to effect a successful procurement because proposers may desire to include in the final contract certain supplemental terms and conditions from the proposers’ software license agreements, affiliated entity contracts, technical support agreements and other similar documents. Such negotiation may occur at PURMIT’s discretion.

18. **Negotiable Terms and Conditions:** At such time as the disposition of any protests has been completed, PURMIT reserves the right to negotiate specific terms of the contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful proposer(s) prior to contract execution. Proposers should note that any such negotiation shall be minimal, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected

proposer(s) to execute a contract by the Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of PURMIT.

19. **Proposer Agreements and Supplemental Terms and Conditions:** Proposers may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the proposer desires to be incorporated as part of the contract. By accepting delivery of these items, PURMIT is not bound to accept them or incorporate them as part of an ensuing contract. While PURMIT will not consider supplemental terms and conditions that materially conflict with the provisions of this RFP, at PURMIT's sole discretion, PURMIT may choose to consider and negotiate the inclusion of such terms and conditions contained in such proposer agreements and contracts or documents reasonably related to this RFP as supplemental to PURMIT's Standard Terms and Conditions contained in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, PURMIT may: 1) enter into a contract with the apparent successful proposer without incorporating the terms and conditions submitted by the proposer; or (2) the submission will be considered non-responsive and PURMIT may enter into a contract with another responsive proposer. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the Proposal. PURMIT will not consider any terms and conditions that are not submitted with the Proposal.

## **SECTION 2: SCOPE OF WORK**

At minimum, the proposal should describe how the proposer will perform the tasks set forth below. In preparing its proposal, the proposer should use examples from previous engagements to demonstrate both its ability to perform each of the services required and its ability to provide such services on an expedited schedule. Examples from proposer's experiences working with pools and/or institutions of higher education are preferred. All Proposals submitted must follow the format and order shown below. Failure to submit Proposal as requested may result in rejection of Proposal.

### **A. SCOPE OF WORK NARRATIVE**

PURMIT is soliciting information from insurance brokers for its property, casualty (including General Liability, Educators Legal Liability, Licensed Professional Liability, Auto Liability), workers' compensation and ancillary/institution specific coverages.

Service capabilities and support are key aspects of the broker relationship with PURMIT. A broker responding to this request should demonstrate substantial, high-level knowledge, expertise, and success in at least the following areas:

1. Evaluation of the existing PURMIT insurance program and coverages and suggest recommendations for additions or changes to coverages and limits of insurance. Assist in the development of PURMIT primary insurance coverage document, if necessary.

2. Marketing the PURMIT property, casualty, workers' compensation and ancillary/institution specific coverages and obtaining competitive quotes.
3. Presenting a written report to document the quotes received from the various carriers.
4. Reviewing the individual policies for accuracy and completeness prior to delivery to PURMIT.
5. Coordination with PURMIT's designated administrator, Berkley Risk.
6. Produce a policy book for all coverages for distribution to members.

**B. REQUIRED SERVICES**

Contractor must provide professional services as follows:

1. Market the insurance and excess insurance on behalf of and at the direction of PURMIT for the following:

**a. Trust Coverages**

Trust Covers			
Eff.	Cover	XS Limit	
Date	Liability		
7/1/2016	Licensed Professional Liability	\$1M/\$3M	
7/1/2016	Educators Legal Liability	25,000,000	per member Agg
7/1/2016	General Liability/Auto Liability	25,000,000	per member Agg
7/1/2016	Excess	25,000,000	per member Agg
	<u>Property</u>		
7/1/2016	All Risk	500,000,000	
7/1/2016	Flood	250,000,000	
7/1/2016	Flood	50,000,000	SFHA - 100 years
7/1/2016	Earth Movement	100,000,000	
7/1/2016	Equip Brkdwn	250,000,000	
7/1/2016	Foreign Package	\$1M/\$5M Agg	GL/AL/Vol. WC
		Stat WC Benefits	
7/1/2016	Fine Arts	100,000,000	
7/1/2016	Crime	10,000,000	
7/1/2016	Media Professional	1,000,000	Shared Agg
7/1/2016	Security Risk	3,000,000	

**b. Group Purchasing Coverages**

Group Purchasing Covers			
	<u>Cover</u>	<u>Limit</u>	
8/1/2016	Athletic Accident	Vary by cover/by U	
1/1/2016	Camps/Clinics	Vary by U	
9/29/2016	Cat Cheer	5,000,000	Shared Agg
7/1/2016	Study Abroad	Vary by cover	
8/1/2016	Int'l Student Health Ins	See Policy	
7/1/2016	Non owned aviation	50,000,000	
7/1/2016	WC - Oregon and OSC	2M Occ Cap/\$5.2 Max	
7/1/2016	AD&D - Day Care	See schedule	

**c. Individual Institution Purchased Coverages**

Individual Purchasing Covers			
	<u>Cover</u>	<u>Limit</u>	
4/4/2016	Marine - Over Side		
7/1/2016	Marine P&I	1,000,000	
7/1/2016	Marine P&I XS	9,000,000	
7/1/2016	Marine P&I Oceanus	5,000,000	
7/1/2016	Marine Hull		
7/1/2016	Marine World Wide	5,000,000	
7/1/2016	Aircraft Hull	5,000,000	
1/1/2016	Nuclear Energy Liability - WC		
1/1/2016	Nuclear Energy Liability School Reactor		
1/1/2016	Team Oregon - Mortorcycle Safety - Primary and XS	1M/2M and XS	
7/1/2016	Network Security & Privacy	10,000,000	
8/19/2016	Loggers Broad Form	1M/2M	
7/23/2016	Ocean Cargo	varies by coverage	
7/1/2016	Defense Base Act - OSU (Pakistan)		
Misc	Workers' Compensation - Monopolistic States		
Misc	Special Event policies - usually large events specific to one university		
	<u>Bonds</u>		
7/1/2016	WA - OIT		
7/1/2016	KY - OSU		
9/1/2015	WA - PSU		
6/6/2016	MD - PSU		

2. Assist the PURMIT in the completion of applications and the collection and tabulation of underwriting data for the renewal marketing submission.
3. Provide broker services for PURMIT in accordance with the requirements and provisions stated herein.
4. Seek competitive programs and market coverages on an unbiased basis and in the best interest of PURMIT. Provide detailed coverage comparisons for submitted proposals.
5. Conduct annual meetings/reviews summarizing activities and coverage placements on behalf of PURMIT.

6. Verify the accuracy and adequacy of all binders, policies, policy endorsements, invoices, and other insurance related documents as needed.
7. Answer coverage questions.
8. Assist in the preparation of underwriting data, statements of values, specifications, and other data required by insurers.
9. Assist PURMIT in preparing proofs of loss or claims reports, and in obtaining loss settlements from insurers.
10. Be fully qualified and competent with proper licenses, knowledge, experience, and personnel.
11. Must identify all sources of revenue on any provided services/placements (new and renewal) including and not limited to: fees, commissions, contingency fees, and bonus or profit-sharing arrangements. Any undisclosed income must be returned to PURMIT. Failure to disclose fees will be considered a material breach of contract.
12. Develop and implement an annual renewal marketing and service plan for PURMIT's insurance program. The service plan is subject to PURMIT approval.
13. Report on the financial condition of insurance carriers and advise the PURMIT on any change in insurance carrier financial ratings by recognized financial rating firms (such as A.M. Best). Notify PURMIT whenever an insurer's financial rating falls below the recommended threshold.
14. Advise the PURMIT of insurance industry developments and effective strategies to aggressively manage these developments, including alternative insurance programs and/or coverage.
15. Prepare market analysis and forecasts by insurance line and present them to PURMIT in conjunction with the renewal marketing and service plan. The analysis should observe pricing and service trends, availability of markets, short term factors affecting the markets and projections of long term market direction.
16. Provide complete and accurate insurance policies within 90 days of renewal.
17. Assist in mid-year coverage changes.
18. Review all insurance policies to verify coverage as quoted, and identify any gaps or overlaps in the program.
19. Review insurance policy invoices and use best efforts to resolve errors or discrepancies.
20. Assist PURMIT in allocating premiums by member.
21. Review underwriter audits and provide adequate, detailed explanation when necessary.
22. Upon request, advocate on behalf of PURMIT for prompt and successful resolution of claims.

23. Monitor claims filed by PURMIT against insurance policies placed by Contractor.
24. Promptly secure loss runs from each current and previous carrier upon request.
25. Assist PURMIT in the review of contracts and provide advice on insurance to be required of vendors, suppliers, contractors and providers of professional services.
26. Provide insurance certificates on an as-needed basis.
27. Keep PURMIT informed on new or changing markets, forms, products, laws, government regulations, trends and any other information that may affect the insurance placements.
28. Maintain appropriate staffing levels to be responsive to PURMIT inquiries.
29. Coordinate risk control and any other carrier-provided services with PURMIT personnel.
30. Provide customary broker functions not explicitly stated.

Contractor shall perform the following services during any transition period:

31. Prior to the contract's expiration or termination, assist any subsequent broker to ensure a smooth Contract transition. All data, information, and work products provided under this prospective Contract remain the property of PURMIT.
32. Upon any expiration or termination of Contract, Contractor shall prepare a final report. The final report shall consist of the results of all completed projects that have not yet been reported to PURMIT, the status of any projects or activities not completed, and identification of necessary information related to transition issues. The final report shall be delivered no later than two weeks prior to the termination date.

### C. REQUIRED DELIVERABLES

#### Monthly Broker Activities

Provide PURMIT with a written periodic Open Task Report that details all outstanding tasks on current projects. Examples of items to be reported would be endorsement requests, policy issuance, upcoming renewals and pending coverage questions. The frequency for the Open Task Report may be modified by PURMIT based upon activity.

#### Quarterly Broker Activities

Prepare a quarterly report detailing activities taken on behalf of PURMIT. The report should list open items which have arisen during the quarter, closed items that have been concluded during the quarter, and a report of performance measures established for the Contractor by PURMIT. The report must also include a comprehensive accounting of all commissions received by Contractor associated with services performed for PURMIT, if applicable.

#### Annual Broker Activities

1. Conduct semi-annual in-person meeting with PURMIT to discuss account. Meeting will include, but not be limited to, the following: commercial insurance renewals, loss control issues,

loss exposures, recommendations for changes to existing or additional coverages, services under this contract, and general administrative matters.

2. Provide a written Stewardship Report and present it to PURMIT at a mutually agreed upon date that includes, but, is not limited to, the following:

- Quantitative measures of productivity;
- A concise summary in a format and form acceptable to the PURMIT, including a schedule of insurance policies with policy periods, limits, deductibles/self-insured retentions, premiums, carriers, and carrier financial ratings;
- Recommendations for changes to the commercial insurance portfolio and strategies to bring about the changes;
- A status report on the current insurance market and estimated future status;
- Recommendations on risk retention and transfer based on market conditions;
- An outline of services provided throughout the year;
- A schedule of services, including training planned for the upcoming year;
- Recommendations for improving PURMIT practices and suggested goals strategies, and objectives for the program for the next year and the next five years; and,
- Disclosure of the existence and amount of any fees, commissions, or other compensation Contractor received from other parties as a result of insurance products it placed pursuant to this prospective Contract during the preceding year.

3. Provide annual estimate of projected insurance costs by a mutually agreed upon date of each year.

4. Provide a written marketing strategy report identifying which markets will be solicited for quotes and an evaluation of present coverage compared to proposed renewal coverage at least ninety (90) calendar days prior to renewal. This provision and/or its time requirement may be waived by the PURMIT.

5. Provide written final marketing results including a list of each insurer's quote or declination, exact policy wording, premium, and the broker's recommended course of action at least thirty (30) calendar days prior to renewal. The PURMIT may waive this requirement at its option.

6. When insurance policy is delivered to PURMIT, provide an Insurance Summary that highlights the coverage, including, but not limited to, a brief description of the coverage, limits, applicable deductibles, premium, carrier name, policy number and exclusions.

7. Where applicable, insurance coverage placements which Contractor makes on PURMIT's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping and other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Board is responsible for the payment of such taxes and/or fees, which will be identified separately by Contractor on invoices covering

these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Contractor's brokerage fees or commissions referred to herein.

**D. CONSIDERATION**

Proposer shall state the annual flat fee it would require to perform the Required Services. Proposers are encouraged to identify and price additional service offerings not listed as Required Services, but which Proposer can provide.

**E. REFERENCES**

Proposals must include three references from recent clients, with a preference for references from institutions of higher education and/or pools. The references should include up to date and accurate contact name, phone number, email and address information.

**F. RELEVANT FIRM EXPERIENCE**

Proposals must describe proposer's history and name three pools that Proposer has worked with in the last five years that are similar in scope, preferably for a university and/or pool. The Proposal should discuss the proposer's strengths and weaknesses along with any special capabilities that may be appropriate.

Proposals must include names, job titles, primary office locations and specific experience of the key personnel that the Proposer will commit to the engagement. The Proposal should also identify key personnel length of employment for the proposer and, if less than three years, recent prior employers.

**SECTION 3: EVALUATION CRITERIA**

Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria:

**MINIMUM MANDATORY REQUIREMENTS**

Only those Proposals meeting the Minimum Mandatory Requirements of this RFP will be deemed responsive to this RFP. Those Proposals which have been deemed responsive shall be evaluated based on the following evaluation criteria:

Evaluation Criteria	Points
1. Team Experience and Capabilities, including but not limited to: <ul style="list-style-type: none"> <li>a. Demonstrated successful experience similar in scope and type to proposed placement.</li> <li>b. Demonstrated capacity to undertake the proposed RFP process to completion.</li> <li>c. Organizational capabilities.</li> </ul>	50

d. Experience working with or on university campuses.	
2. Proposed Terms - PURMIT is not expecting a binding proposal of terms in response to this RFP, but is looking for the range of prospective development and disposition options that the development team will entertain, as well as any preliminary thoughts on valuation of the property under alternative development structures.	50
3. Oral Presentation/Interview	50
<b>TOTAL POSSIBLE POINTS</b>	<b>150</b>

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**Oral Presentation/Interview.** PURMIT may request clarification of any Proposal by phone, in writing, or during an in-person presentation or interview. During the presentation or interview, the consultant will not be allowed to make changes to the Proposal. The presentation or interview is an opportunity for PURMIT to seek clarification of items indicated in the Proposal in order to assist in the evaluation of the Proposal. Information presented during the presentation/interview shall be evaluated on the above criteria. If PURMIT, in its sole discretion, determines that the Oral Presentation/Interview will not be held, no points will be awarded for the Oral Presentation/Interview.

## **SECTION 4: PROPOSER CERTIFICATION**

**EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.**

### **SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4).

### **SUBSECTION II: FINANCIAL RESPONSIBILITY**

PURMIT reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful proposer's financial responsibility to perform the contract. Submission of a signed Proposal shall constitute approval for PURMIT to obtain any credit report information PURMIT deems necessary to conduct the evaluation. PURMIT shall notify the apparent successful proposer(s), in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information. Failure to promptly provide this information may result in Proposal rejection.

PURMIT may postpone the award or execution of the contract after announcement of the apparent successful proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the proposer non-responsible and shall constitute grounds for Proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause for Proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, Proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with Proposal submission.

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### **SUBSECTION III: SIGNATURE BLOCK**

Signature of Proposer's duly authorized representative for (Contractor)

\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

Tax ID / Federal Employer Identification Number (FEIN): \_\_\_\_\_

An authorized representative of the proposer must sign this Proposal as well as initial any alterations or erasures in ink.

## **SECTION 5: PURMIT STANDARD CONTRACT TERMS & CONDITIONS**

*(The following terms and conditions will govern the agreement entered into by the successful proposer and PURMIT, resulting from this RFP.)*

1. **DEFINITIONS:**  
The term "agreement" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PURMIT has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PURMIT" means the Public Universities Risk Management and Insurance Trust and is synonymous with "Buyer."
2. **ACCESS TO RECORDS:**  
Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PURMIT, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.
3. **AMENDMENTS:**  
The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PURMIT.
4. **APPROVALS:**  
No work shall commence under this agreement until the agreement has been approved and signed by all parties.
5. **ASSIGNMENT/SUBCONTRACT:**  
Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PURMIT. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.
6. **BREACH OF AGREEMENT:**  
If Contractor breaches any of the provisions of this agreement, PURMIT reserves the right to cancel this agreement effective immediately by written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PURMIT as the result of Contractor's breach of contract. PURMIT shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of contract by Contractor.
7. **CAPTIONS:**  
The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.
8. **CASH DISCOUNT:**  
If PURMIT is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.
9. **COMPLIANCE WITH APPLICABLE LAW:**  
Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.

10. **CONFIDENTIAL INFORMATION:**  
Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this agreement, be exposed to or acquire information that is confidential to PURMIT or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this agreement shall be deemed confidential information of PURMIT ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this agreement, or at PURMIT's request, Contractor will turn over to PURMIT all documents, papers and other material in Contractor's possession which contain Confidential Information.
11. **CONFLICT OF INTEREST:**  
Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.
12. **CONSIDERATION:**  
The consideration paid in this agreement represents the total amount of remuneration for goods and services.
13. **DEFAULT:**  
PURMIT by written notice of default (including breach of contract) to Contractor may terminate the whole or any part of this agreement: (a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the agreement, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PURMIT's notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this agreement or fails to pursue the work so as to endanger performance of this agreement in accordance with its term and, after receipt of written notice from PURMIT, fails to correct such failures within 10 days or such longer period as PURMIT may authorize. The rights and remedies of PURMIT provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PURMIT as the result of Contractor's breach of contract. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PURMIT contracts.
14. **DELIVERY:**  
All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to PURMIT except as to latent defects, fraud and Contractor's warranty obligations.
15. **ECONOMIC OPPORTUNITIES:**  
Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.
16. **FORCE MAJEURE:**  
Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PURMIT may terminate this agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this agreement.
17. **FOREIGN CONTRACTOR:**  
If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.
18. **GOVERNING LAW:**  
This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of

conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PURMIT and Contractor that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. INDEMNIFICATION:

Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend (at PURMIT's request and with legal counsel acceptable to PURMIT), indemnify, and hold harmless PURMIT, its members, and vendors from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

20. HOURS OF WORK:

The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

21. INDEPENDENT CONTRACTOR:

The services to be rendered under this agreement are those of an independent contractor. Contractor is not to be considered an agent or employee of PURMIT for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PURMIT provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PURMIT and Contractor, but is rather an agreement between independent parties, these being PURMIT and the Contractor.

22. INSURANCE:

Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence; auto liability insurance with a minimum limit of \$1,000,000 per occurrence; and professional liability insurance with a minimum limit of \$5,000,000. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. PURMIT and its members, shall be included as additional insured's in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

23. INSURANCE CERTIFICATION:

Before Contractor commences work under this agreement, Contractor must furnish to the designated PURMIT Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PURMIT's Contracts Officer before the insurance is canceled or materially changed.

24. OWNERSHIP OF WORK PRODUCT:

All work product of Contractor that results from this agreement ("Work Product") is the exclusive property of PURMIT. PURMIT and Contractor intend that such Work Product be deemed "work made for hire" of which PURMIT shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", Contractor hereby irrevocably assigns to PURMIT all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PURMIT may reasonably request in order to fully vest such rights in PURMIT. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

25. NO THIRD PARTY BENEFICIARIES:

PURMIT and Contractor are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

26. NONDISCRIMINATION:

Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

27. **NOTICES AND REPRESENTATIVES:**  
All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PURMIT at its Office of Contracting and Procurement Services, as set forth on Page 2 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PURMIT, such facsimile transmission must be confirmed by telephone notice to PURMIT's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
28. **PAYMENT:**  
Payment for completion of PURMIT contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).
29. **PAYMENTS REQUIRED:**  
For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any sub-contracted Contractor; (c) not permit any lien or claim to be filed or prosecuted against PURMIT therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
30. **PURMIT PAYMENT OF CONTRACTOR CLAIMS:**  
If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PURMIT may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this agreement. The payment of a claim by PURMIT pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
31. **RECYCLED PRODUCTS:**  
Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.
32. **RETIREMENT SYSTEM STATUS:**  
Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this agreement. Contractor will not be eligible for any benefits from these agreement payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
33. **SAFETY AND HEALTH REQUIREMENTS:**  
Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.
34. **SEVERABILITY:**  
If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
35. **SUCCESSORS IN INTEREST:**  
The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
36. **TAX COMPLIANCE CERTIFICATION:**  
Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).
37. **TAXES – FEDERAL, STATE & LOCAL:**  
PURMIT will not be responsible for any taxes coming due as a result of this agreement, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the Proposal.

**38. TERMINATION:**

- a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by PURMIT upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.
- b. PURMIT may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PURMIT under any of the following conditions:
  - i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
  - ii) if PURMIT fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PURMIT budget or spending plan and PURMIT determines, in its assessment and ranking of the policy objectives explicit or implicit in the PURMIT budget or spending plan, that it is necessary to terminate this agreement.
- c. The rights and remedies of PURMIT provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**39. TIME IS OF THE ESSENCE:**

Contractor agrees that time is of the essence under this agreement.

**40. WORKERS' COMPENSATION:**

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

**41. MERGER:**

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's Proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

**42. WAIVER:**

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PURMIT approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PURMIT to enforce any provision of this agreement shall not constitute a waiver by PURMIT of that or any other provision.

**43. WARRANTIES:**

Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this agreement. All warranties shall run to PURMIT.

**44. COMPLIANCE WITH PURMIT POLICIES**

Contractor is expected to comply with all applicable PURMIT polices.

**45. TRAVEL EXPENSES**

Absent express written agreement by PURMIT in advance, travel expenditures are the sole responsibility of the Contractor.

Attachment A

**BROKER PRE-QUALIFICATION QUESTIONNAIRE**

GENERAL INSTRUCTIONS

Please fill out both Parts A and B of this Questionnaire as completely as possible. If requested, information provided in Part B will be treated as confidential by PURMIT to the extent allowed by law.

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

Supplementary material on any of the questions below may be attached to this questionnaire. **Note: this form may be either filled in or reproduced on your word processing system; however, please reproduce in the same order as it exists.**

**PART A**

General Information About Your  
Office:

1. a. Name of Firm: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Name of contact person and title in connection with this proposal:

\_\_\_\_\_

b. Also, please list subsidiary or associate companies of your firm which you wish to utilize in servicing the PURMIT account.

\_\_\_\_\_

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c. Date submitting office was established: \_\_\_\_\_

d. If a subsidiary/branch/franchise of a national agency, provide the following information on the parent organization:

Head Office: \_\_\_\_\_

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

Number of offices in the U.S.: \_\_\_\_\_

2. Information on insurance your office carries to protect you and your clients.

	<u>Limit</u>	<u>Insurer/rating</u>
a. Error and Omission	_____	_____
b. General Liability	_____	_____
c. Other (specify below)		
_____	_____	_____
_____	_____	_____

Note: If any, of the above coverages is self-insured or include an SIR of more than \$100,000, so indicate. Will you provide certificates of such insurance if selected?\_

Yes \_\_\_\_\_ No \_\_\_\_\_

Staffing Pattern/Qualifications

3. Provide information on account executive(s) and support staff that you propose to

assign to service this account. Attach detailed information of the account executive(s) and any backup staff you plan to use in servicing our account. Include the number of years' experience in each of the specified exposure areas; Real and Personal Property, Auto/GL, Educators Legal Liability, Worker's Compensation. Also include in the resume all items listed below.

- a. Name
  - b. Title
  - c. Number of years in this capacity
  - d. Educational background
  - e. General professional experience
  - f. Professional experience in servicing higher education institutions
  - g. List State Broker Licenses, Property Casualty and/or Health & Life which are held individually.
  - h. Office location
4. If applicable, describe the nature and level of staff resources and service capabilities readily available to you through your parent organization.
5. Major Insurance Markets--please indicate the principal insurance companies/markets that you represent and expect to use in servicing our needs: *Note:* List markets and premiums placed through your local office only.

<u>Market/Company</u>	<u>Your Estimated Annual Premium Volume</u>
a. <u>Property Insurance</u>	
(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
b. <u>Liability Insurance (Auto/GL/ELL)</u>	
(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____

c. Worker's Compensation Coverage

(1) \_\_\_\_\_ \$ \_\_\_\_\_

(2) \_\_\_\_\_ \$ \_\_\_\_\_

(3) \_\_\_\_\_ \$ \_\_\_\_\_

d. Excess Liability

(1) \_\_\_\_\_ \$ \_\_\_\_\_

(2) \_\_\_\_\_ \$ \_\_\_\_\_

(3) \_\_\_\_\_ \$ \_\_\_\_\_

e. Equipment Breakdown

(1) \_\_\_\_\_ \$ \_\_\_\_\_

(2) \_\_\_\_\_ \$ \_\_\_\_\_

(3) \_\_\_\_\_ \$ \_\_\_\_\_

6. Is your access to the excess or surplus lines markets via:

a. Your own organization? \_\_\_\_\_

b. An outside organization? \_\_\_\_\_

c. Both? \_\_\_\_\_

If external, which ones? \_\_\_\_\_

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7. Do you provide adjustment assistance to your clients who sustain a commercially insured loss?

\_\_\_yes \_\_\_no                      If yes, at what cost\_\_\_\_\_

If yes, is the assistance provided by on-staff personnel at your office location?

\_\_\_yes \_\_\_no

If so, please include detailed resume of current claim adjuster(s).

8. Risk Management Services -Exposure Identification Services

List the various risk management services available internally through your firm: i.e., exposure identification, property valuation, loss prevention and control services, etc.

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

How are you compensated for the above services?

PURMIT may request a complete Analysis of Insurance Coverages, including but not limited to identifying coverage gaps, coverage overlaps, potential enhancements and savings opportunities. Specify a fee, if any, associated with this service.

**PART B**

If requested, information provided in this part of the Questionnaire will be treated as confidential to the extent allowed by law.

Annual Gross  
Income

9. Please provide the following information for the last fiscal year of your operation:

<u>Organization</u>	<u>That of your Office</u>	<u>If a subsidiary of Parent</u>
	• Premiums _____ _____	
	• Commissions _____ _____	
	• Fees _____ _____	
	• Other Income _____ _____	

Please supplement the above by attaching financial statements of your local office for the last three years.

- Related Experience

Higher Education Institution Clients

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name/Title of  
contact \_\_\_\_\_

Phone

# \_\_\_\_\_

(2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name/Title of  
contact \_\_\_\_\_

Phone

# \_\_\_\_\_

(3) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name/Title of contact \_\_\_\_\_

Phone

# \_\_\_\_\_

Miscellaneous

10. If you were requested to undertake a comprehensive review and evaluation of PURMIT's current insurance program and future needs:
  - a. How would you go about conducting such a review and evaluation?
  - b. Would there be a fee?

**END OF REQUEST FOR PROPOSALS**