



*SCHOOL EMPLOYEES RETIREMENT  
SYSTEM OF OHIO*



STATE TEACHERS  
RETIREMENT SYSTEM  
OF OHIO



OHIO DEFERRED  
COMPENSATION



# Request for Proposal

**For:**

Brokerage Services for Group Purchase of  
Management Liability Insurance

**Date:**

January 18, 2022

# Table of Contents

<b>A. OVERVIEW .....</b>	<b>3</b>
<b>B. BACKGROUND .....</b>	<b>3</b>
<b>C. SCOPE OF ENGAGEMENT .....</b>	<b>5</b>
<b>D. TERM .....</b>	<b>5</b>
<b>E. PROPOSAL CONTENT .....</b>	<b>5</b>
1. Cover Letter.....	5
2. Questionnaire .....	6
3. Understanding of Engagement.....	7
4. Work Plan (including timeline).....	7
5. Deliverables.....	7
6. Broker Personnel.....	8
7. References .....	8
8. Cost.....	8
9. Sample Broker Agreement .....	9
10. Additional Information.....	9
<b>F. EVALUATION AND NEGOTIATIONS .....</b>	<b>9</b>
<b>G. GENERAL TERMS AND CONDITIONS FOR SUBMITTING PROPOSALS.....</b>	<b>10</b>
<b>H. INSTRUCTIONS FOR SUBMITTING PROPOSALS .....</b>	<b>11</b>
<b>COMMUNICATIONS PROTOCOLS.....</b>	<b>ATTACHMENT A</b>
<b>PROVISIONS.....</b>	<b>ATTACHMENT B</b>
<b>AUTHORIZED REPRESENTATIVES.....</b>	<b>ATTACHMENT C</b>

## A. OVERVIEW

The Ohio retirement systems listed on the cover page of this Request for Proposal (“RFP”) initiated a group purchase of management liability insurance in 2012. At that time, the Entities (as defined below) contracted with a broker who procured said insurance program. Now the Entities are again requesting proposals from qualified brokers (each a “Broker”) to broker the group management liability insurance program.

## B. BACKGROUND

HPRS, OPERS, SERS and STRS Ohio are statewide public employee retirement systems and Ohio DC is a statewide 457 plan; throughout this RFP they will be referred to as “the Entities”. Each Entity is independent in terms of decision-making and contracting.

### ***Highway Patrol Retirement System***

In 1941, the Ohio General Assembly established the Highway Patrol Retirement System (HPRS) for troopers and communications personnel employed by the Highway Patrol. Membership in HPRS is limited to troopers with arrest authority and trooper cadets in training at the Highway Patrol Training Academy. The system, which has over \$1 billion in assets, provides age and service, disability, survivor, and death benefits, as well as health care coverage for benefit recipients and eligible dependents. General administration and management of the plan is vested in the Retirement Board established under Chapter 5505 of the Ohio Revised Code.

HPRS serves more than 1,400 active members and over 1,600 retirees and surviving beneficiaries who receive monthly benefits.

#### **Financial Information**

The most recent HPRS Comprehensive Annual Financial Report is available on the HPRS website at: [www.ohprs.org](http://www.ohprs.org).

### ***Ohio Public Employees Deferred Compensation Program***

The Ohio Deferred Compensation Program (Ohio DC) is a supplemental retirement plan that offers all Ohio public employees the opportunity to accumulate tax-advantaged assets to meet their long-term financial goals and to provide a desirable lifestyle and peace of mind in retirement.

Defined contribution tax-advantaged savings has been the Program's only business since it opened its first participant accounts in 1976. The Program is unique in that it is a public, non-profit organization created by Chapter 148 of the Ohio Revised Code. A 13-member Board comprised of public employees, retirees, and appointed investment experts governs the Program. The staff manages and administers the Program with public employees' best interests in mind.

With assets of approximately \$20 billion, Ohio DC serves nearly 255,000 members of 2,000 public employers and over 43,000 retirees and surviving beneficiaries who receive monthly benefits.

#### **Financial Information**

The most recent Ohio DC Comprehensive Annual Financial Report is available on the Ohio DC website at: [www.OhioDC.org](http://www.OhioDC.org).

### **Ohio Public Employees Retirement System**

In 1935, the Ohio Public Employees Retirement System (OPERS) began a tradition of providing excellent retirement benefits for state employees. With approximately \$114.3 billion in net assets, the System provides retirement, disability, and survivor benefit programs for public employees throughout the state who are not covered by another state or local retirement system. OPERS serves approximately 1,184,000 members of approximately 3,700 public employers and over 216,000 retirees, disability recipients, and surviving beneficiaries who receive monthly benefits.

#### **Financial Information**

The most recent OPERS Comprehensive Annual Financial Report is available on the OPERS website at: <https://www.opers.org/financial/reports.shtml>

### **School Employees Retirement System of Ohio**

Established in 1937, the School Employees Retirement System of Ohio (SERS) is the \$18.4 billion statewide pension fund providing pension benefits and access to post-retirement health care coverage to Ohio's nonteaching public traditional and charter school employees. General administration and management of the plan is vested in the School Employees Retirement Board established under Chapter 3309 of the Ohio Revised Code.

As of June 30, 2021, SERS serves more than 146,000 active members and approximately 80,000 retirees and beneficiaries receiving monthly benefits.

#### **Financial Information**

The most recent SERS Annual Comprehensive Financial Report is available on the SERS website at: <http://www.ohsers.org>

### **State Teachers Retirement System of Ohio**

State Teachers Retirement System of Ohio (STRS Ohio) is one of the nation's premier retirement systems, serving approximately 500,000 active, inactive and retired Ohio public educators. With investment assets of \$96.7 billion as of June 30, 2021, STRS Ohio is one of the largest public pension funds in the country. General administration and management of the plan is vested in the State Teachers Retirement Board established under [Chapter 3307](#) of the Ohio Revised Code.

#### **Financial Information**

The most recent STRS Ohio Annual Comprehensive Financial Report is available on the STRS Ohio website at: [2021 Annual Comprehensive Financial Report \(strsoh.org\)](https://www.strsoh.org/2021-Annual-Comprehensive-Financial-Report).

Each Entity's respective website and Comprehensive Annual Financial Report contains significant information that may be requested or required for the Broker's proposals. Please refer to these links for each Entity's organizational and/or structural information. We will provide a summary of each Entity's current management liability insurance program including coverages, limits, and claims for each Broker that submits a notice of intent to submit a Request for Proposal. No additional information, including premiums or copies of policies, will be provided about the programs in place for purposes of this request for proposal.

## C. SCOPE OF ENGAGEMENT

In 2012 and 2017, the Entities engaged a Broker to develop a group program for the acquisition of management liability insurance. By contacting the markets as a group, instead of individually, management liability insurance for each Entity was obtained at a lower cost and with broader terms and conditions. The contract with the current Broker is expiring, and the Entities are seeking a qualified insurance Broker to renew/manage/administer the existing program.

The program will include the following:

- Coverage including primary and excess fiduciary liability, directors and officers liability, employment practices liability, employed lawyers liability, cyber, crime and special crime as determined by each Entity
- Individual policies for each Entity
- Individual limits as determined by each Entity
- Individual retention limits as determined by each Entity
- No pooling or sharing of risk by the Entities in the group
- Same policy inception date for all Entities (September 15)

The Entities will consider alternative programs to the one described above but do not contemplate entering into a program where the limits or risks are shared by the Entities.

## D. TERM

The Entities anticipate that the selected Broker remains as the broker of record for a three-year term followed by two possible one-year renewals, exercised at the option of each Entity. Each year subsequent to the initial three-year period shall be renewed based on the satisfactory performance during the preceding term, ability, and willingness to continue to provide professional services and competitive prices, terms and conditions for the insurance coverage provided under the original contract. The total duration of each contract (including years renewed) shall be for a period of no more than five (5) consecutive years.

## E. PROPOSAL CONTENT

At a minimum, the proposal must include the following information. For ease of review, each requirement should be addressed in a separate section preceded by an index tab to identify the subject of the section. The proposal should be formatted on consecutively numbered pages and include a table of contents.

### 1. Cover Letter

The Broker must include a cover letter, which will be considered an integral part of the proposal, in the form of a standard business letter and must be signed by an individual who is authorized to bind the Broker contractually. It must include:

1.1 A statement regarding the Broker's legal structure (e.g. an Ohio corporation), Federal tax identification number, and principal place of business.

1.2 Broker's primary contact on this RFP, who has authority to answer questions regarding the proposal:

- 1.2.1 Firm Name
- 1.2.2 Contact's Name
- 1.2.3 Additional Contacts
- 1.2.4 Contact's Address
- 1.2.5 Contact's Phone Number
- 1.2.6 Contact's Email Address

1.3 A statement that the Broker's proposal meets all the requirements of this RFP.

- 1.4 A statement that the Broker acknowledges and agrees that any communication with the Entities concerning this RFP shall be in compliance with Attachment A, the “ RFP Communications Protocols.”
- 1.5 A statement that the Broker has not submitted its proposal with the assumption that there will be an opportunity to negotiate any aspect of the proposal.
- 1.6 A statement that the Broker acknowledges that all documents submitted pursuant to this request may be subject to disclosure under Ohio’s Public Records Act, see Section G(1) of this RFP.
- 1.7 A statement that the Broker acknowledges and agrees that the contract provisions contained in Attachment B shall be included in any contract with the Entities that may result from this RFP and such contract provisions shall control in the event of any conflict.
- 1.8 A statement that no attempt has been made or will be made by Broker to induce any other person or company to submit or not submit a proposal.
- 1.9 A statement that Broker presently has no interest, direct or indirect, which would conflict with the performance of services under any resulting contract and shall not employ, in the performance of any resulting contract, any individual having a conflict.
- 1.10 A statement that the Broker’s proposal will be valid for 120 days or until the Entities have completed the RFP process.

## **2. Questionnaire**

Please provide the following information:

- 2.1 Broker’s domestic office locations (a link to a website is acceptable), identifying which location will be assigned this project.
- 2.2 Broker’s organizational structure, including subsidiary and affiliated companies, and joint venture relationships.
- 2.3 The number of years Broker has been in business.
- 2.4 Has Broker undergone any material change in its structure or ownership within the last 18 months? If yes, please describe.
- 2.5 Is any material change in Broker’s ownership or structure currently under review or being contemplated? If yes, please describe.
- 2.6 If available, a report, study, or assessment of your company, prepared by an unbiased independent third-party source, concerning client satisfaction and measures of your firm’s strengths and weaknesses vis-à-vis your key competitors.
- 2.7 Your firm’s specific, relevant experience in brokering/developing group purchase programs. Please provide a description of those programs, including details such as policy year, limits purchased, and cost savings realized by individual members in those group purchase program.
- 2.8 Your firm’s specific, relevant experience placing group purchase programs for management liability insurance.
- 2.9 Your firm’s specific, relevant experience with public employee retirement systems.
- 2.10 Your most recent financial statements including a statement of financial position, an annual income statement and balance sheet.

- 2.11 Any material litigation to which your company is currently a party. In addition, please describe any litigation involving public retirement systems during the last 3 years.
- 2.12 A list and description of any litigation brought or threatened against your company by existing or former clients during the past 5 years.
- 2.13 A list and description of any data breaches your company has experienced during the past 5 years.
- 2.14 A description of any relationships that your company has with insurance companies, including any potential fees or other remuneration your company may receive for recommending their products or services.

### **3. Understanding of Engagement**

- 3.1 Describe in detail your organization's understanding of the services requested in this RFP.
- 3.2 Describe areas or processes not included in this RFP that your company may examine in order to provide more complete services.
- 3.3 Provide a narrative that supports why your company believes that it is qualified to undertake the proposed engagement.

### **4. Work Plan (including timeline)**

The proposal should set forth a work plan including:

- 4.1 A description of how the Broker will consult with and make presentations to the Entities during the engagement.
- 4.2 Broker should allow ample time for completion and review of applications and for compiling required underwriting documentation.
- 4.3 A tentative schedule for performing the services. The Current policies for the Entities all expire September 15, 2022.

### **5. Deliverables**

The Broker selected as the broker of record for the Entities' management liability insurance group purchase program shall provide the following services:

- 5.1 Have personnel available during the Entities' business hours (generally, 8:00 a.m. to 5:00 p.m. ET) to answer management liability insurance-related questions.
- 5.2 Procure management liability insurance, including marketing, at an annual renewal or periodically as requested by each Entity.
- 5.3 Act as the liaison and advocate with the insurer gathering and presenting required data and applications for procuring management liability insurance coverage.
- 5.4 Verify the accuracy and adequacy of the policies including coverage, endorsements, exclusions, and premiums, noting in writing any variations from the previous year or from the required specifications of the current year.
- 5.5 Issue and review insurance binders immediately upon binding and all other documentation (including policies) within three (3) months of the beginning of the policy term.
- 5.6 Process all payments made by the Entities to the insurance carrier in a timely manner.
- 5.7 Assess carrier stability, solvency, and service record, and provide the A.M. Best rating of all insurance carriers approached.

- 5.8 Assist in resolution of coverage issues, including coverage interpretations, disputes, reservation of rights letters, etc.
- 5.9 Provide advice regarding risk management and insurance coverage issues.
- 5.10 Advise of any changes or developments in the insurance market that would affect the Entities' risk or insurance coverage.
- 5.11 Submit an annual stewardship report, including benchmarking data and additional data and analysis to assist in determining appropriate limits each Entity should carry.
- 5.12 If requested, provide copies of Broker's cyber insurance, business recovery and disaster recovery plans and related policies and procedures. By submitting a bid the Broker acknowledges it will promptly (e.g. within 72 hours) inform the Entities of any security incidents.
- 5.13 Perform other services customarily expected of an insurance broker for the duration of the contract.

## 6. Broker Personnel

- 6.1 For each individual that you propose to assign to this engagement, please provide a narrative with the following information:
  - 6.1.1 Employee name and title
  - 6.1.2 Proposed position on this engagement (manager, supervisor, officer, etc.)
  - 6.1.3 The month and year that the employee began working for your organization
  - 6.1.4 Employee work history
  - 6.1.5 Employee's specific, relevant experience in brokering/developing group purchase programs.
  - 6.1.6 Employee's specific, relevant experience with management liability programs.
  - 6.1.7 Employee's specific, relevant experience with public employee retirement systems
- 6.2 Describe your firm's procedures in the event that a contact person assigned to this engagement leaves your firm during the term of the engagement.

## 7. References

- 7.1 Provide a list of public employee retirement system clients, specifying coverage placed, premium volume, and the length of time the accounts were handled (prefer at least three references).
- 7.2 Provide the name, email, and telephone number of a responsible official who may be contacted as a reference.

## 8. Cost

- 8.1 Submit a conceptual estimate of each Entity's management liability programs, including premiums and coverage. The conceptual programs would be based solely on your experience in the market. **Do not approach insurance companies for detailed quotes.**
- 8.2 The Entities are requesting a fee-based method of compensation for the selected Broker. Proposed fees shall be considered payment for all insurance policies listed in Section C, all broker services listed in Section E.5 and any additional services offered in the Broker's proposal. Any additional fees for services beyond the scope of the engagement must be approved in writing and in advance by the Entity(ies) responsible for paying the additional fees.
- 8.3 Indicate how fees will be allocated to each of the Entities.
- 8.4 State whether the Broker will negotiate its proposed fee if the Entities decide negotiation is appropriate as to any aspect of the proposals, including the fee, with the finalist(s). In no case, however, will the negotiated fee be higher than the fee submitted in the proposal.

## 9. Sample Broker Agreement

Provide a sample brokerage agreement with your proposal for consideration if you are selected for this engagement, along with a copy of your certificate of insurance. The sample agreement should reflect the specific scope and deliverables of this engagement as well as hourly fees for any potential work outside the scope of this engagement and response times. The sample agreement is for informational purposes only. Each Entity reserves the right to use Broker's agreement or provide the form of contract to be entered into for the services.

Notwithstanding the foregoing, any contract that may result from this RFP must include the contract provisions included in Attachment B, which provisions shall control in the event of any conflict.

## 10. Additional Information

The Broker should provide any other information it believes relevant to the engagement.

## F. EVALUATION AND NEGOTIATIONS

The authorized representatives of each Entity listed in Attachment C will evaluate all timely and complete proposals submitted for consideration. The Entities reserve the right to request that any proposal be clarified or supplemented. Each Entity will use their own respective and independent criteria to evaluate the Brokers' proposals, and the Entities will not be using a predetermined evaluation criteria for the group. However, the Entities will jointly make a final decision to award the contracts.

During the evaluation process, the Entities may, at their discretion, request any or all Brokers to make oral presentations via video conference. Such presentations will provide Brokers with an opportunity to answer questions regarding the Broker's proposal. Not all Brokers may be asked to make such oral presentations. By submitting a proposal, the Broker agrees to have representative(s) available for video conference, at the Broker's expense, for the presentation (tentatively scheduled for April 4 or 5, 2022). These representatives should be the same people who will be the service team should the Broker be selected.

Proposals will be evaluated based on the following criteria, (each criteria may be weighted, at the discretion of the Entities):

1. Understanding of the project
2. Broker's experience with group purchase programs
3. Broker's experience with management liability programs
4. Broker's experience with public employee retirement systems
5. Overall quality of the proposal/conformance to requirements
6. Services offered (required and additional)
7. Individual qualifications of the assigned staff
8. Cost (fees, premiums)

After the in-person oral presentations, each Entity's representative will independently evaluate the Brokers' proposals and then the Entities, as a group, will jointly select the successful Broker.

After evaluation of the proposals, the Entities may determine a list of finalists and may commence sequential negotiations on any aspects of the proposals the Entities deem appropriate beginning with the highest scoring finalist. If the Entities do not reach agreement with the highest scoring finalist within seven (7) calendar days, or if in the opinion of the Entities negotiations reach an impasse, such Entities may decide not to award the contract or may begin negotiations with the second highest scoring finalist. The Entities may choose to continue such

negotiation with subsequent finalists on the same basis until a contract is negotiated, no other finalists remain, or the Entities decide not to award the contract.

Upon negotiation of an acceptable contract for each Entity, said Broker will be appointed as each Entity's broker of record for management liability insurance. The Broker will commence working on September 15, 2022 policy renewals immediately.

## **G. GENERAL TERMS AND CONDITIONS FOR SUBMITTING PROPOSALS**

1. Broker acknowledges that the Entities are subject to the Ohio Public Records Act, and the documents submitted pursuant to this RFP may be subject to a public records request. Accordingly, Broker should submit, along with its response to this RFP, a copy of its response in which any information that is trade secret or is otherwise exempt from disclosure under the Ohio Public Records Act is redacted, along with a reference to the statutory basis upon which Broker is relying for the redaction. For example, the Ohio Public Records Act is ORC Section 149.43 and allows protection of trade secret information as set for in ORC 1333.61(D) or any federal statutes that might apply. If a request for records is made that includes information Broker has submitted pursuant to this RFP, the Entities will provide the requestor with the redacted version of Broker's response provided pursuant to this section. If the position taken by Broker in its redactions hereunder results in the Entities suffering any damages, fees or other losses of any kind, Broker shall indemnify the Entities for such losses. If no documents or materials are identified and marked by Broker as confidential, Broker will be deemed to have consented to the release of the document or material, and to have waived any cause of action against the Entities resulting from the release of the documents or materials.
2. Regardless of cause, late proposals, in whole or in part, will not be accepted and will automatically be disqualified from further consideration. It shall be the Broker's sole risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Broker at the expense of the Broker, or destroyed if so requested.
3. The Entities reserve the right to reject any or all proposals submitted, and to waive as to any Broker or as to all Brokers, any informality or irregularity in a proposal or proposals or any failure to conform to the instructions in this RFP.
4. The Entities reserve the right to modify any dates stated in this RFP at their sole discretion and accept no liability to the extent the actual schedule differs from the dates set forth herein. In the event a change is made to the RFP Schedule, a revised schedule will be posted on the Entities' websites.
5. The Entities do not make any representation or warranty regarding the accuracy or completeness of any information contained in this RFP, its Attachments, or any statements made by representatives of the Entities during the RFP process. Each Broker is responsible for making its own evaluation of the information and data contained in this RFP and in preparing and submitting responses to this RFP. The Entities' issuance of this RFP and receipt of information in response to this RFP will not, in any way, cause the Entities to incur any liability (whether contractual, financial, or otherwise) to any Broker participating in the RFP process. The Entities shall not have any responsibility or liability whatsoever with respect to any costs incurred by any Broker in preparing a proposal or responding to this RFP.
6. This Request for Proposal is not a contract, not meant to serve as a contract, and does not constitute a promise to enter into a contract.
7. All documents, proposals and other materials submitted in response to this RFP will become the property of the Entities and will not be returned to Broker.
8. By submitting a proposal, the Broker agrees to maintain transparency of all work performed by the Broker on behalf of the Entities, including disclosure of all revenue streams resulting from said work. Broker also agrees to provide the Entities with documentation of all of its marketing efforts by means of both a summary of quotes and options as well as a copy of actual insurer quotes. Broker further agrees that it will not accept contingency compensation from the insurers with which it places the Entities' management liability insurance. Such contingency compensation includes, but is not limited to, Broker's use of placement service agreements and market service agreements.

9. Broker should not approach any insurer in connection with management liability program for the Entities.
10. Broker agrees to comply with all terms, conditions and requirements described in the RFP. Any failure by any responding Broker to so comply shall be grounds for rejection of that Broker's proposal, as determined by the Entities in their discretion.
11. If a contract results from this RFP, neither the successful responding Broker, nor anyone on its behalf (including its agents, affiliates, subcontractors and/or brokers), shall publish, distribute or otherwise disseminate any press release, advertising and/or publicity matter of any type or kind (collectively "advertising material") having any reference to the Entities, this RFP or the resulting contract, unless and until such advertising material first shall have been submitted to and approved in writing by the Entities.

## H. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. **All Brokers intending to respond to this RFP must submit a notice of their intent to respond to this RFP ("Notice of Intent") by 5:00 P.M. Eastern Time on February 22, 2022.** The Notice of Intent should be sent by email to the contact for each Entity listed in Attachment C and contain the Broker's name, its intent to respond, the name of a contact person, and the contact person's telephone number and email. Submitting the Notice of Intent is a prerequisite for submitting a response, but will not obligate a Broker to submit a response. Upon receipt of a Notice of Intent, the Entities will provide each responding Broker a link to a data room account for the Broker to submit their response, specifics of each Entity's management liability program, and any other necessary information.
2. Brokers who submitted a Notice of Intent shall provide two (2) hard copies of their proposal (*including one complete and one redacted copy for public record requests*) by mail or delivery service to each Entity listed in Attachment C **by 5:00 P.M. Eastern Time on March 1, 2022.** In addition, Brokers who submitted a Notice of Intent shall provide two (2) electronic copies (*including one complete and one redacted copy for public record requests*) of their proposal **by 5:00 P.M. Eastern Time on March 1, 2022.** Such electronic copies shall be submitted either by emailing the proposals to each Entity listed in Attachment C using the contact information provided therein, or by submitting the proposal to the data room account provided to the Broker upon receipt of their Notice of Intent. Each Entity will have access to each Broker's data room submission, but Brokers will not have access to the data room submissions of other Brokers. Transmissions submitted via fax are not acceptable and will not be considered.

Please note that certain submissions made via email may be blocked due to file size limitations on either a Broker's or an Entity's email servers. If submitting electronic versions via email, please submit your proposals with enough time in advance of the deadline to ensure the transmission goes through in its entirety, and if necessary to re-submit by the deadline or use the data room. If complete submissions are not received by the Entities by the deadline above for whatever reason, including delivery delays or technical errors, they will be rejected.

3. Questions concerning this Request for Proposal must be submitted via email to each Entity's contact listed in Attachment C. Questions must be submitted by 5:00 P.M. on February 4, 2022. Answers will be completed by February 18, 2022. Questions and answers will be posted on each Entity's website.
4. **All communications with the Entities concerning this Request for Proposal must be conducted in compliance with Attachment A, "RFP Communication Protocols" attached hereto.**
5. This Request for Proposal is issued on January 18, 2022, The Entities reserve the right, in its sole discretion, to amend or cancel this RFP.

## ATTACHMENT A

### PROTOCOLS FOR COMMUNICATION BETWEEN BROKERS AND THE ENTITIES

This RFP includes and imposes certain restrictions on communications between Brokers and the Entities.

Brokers are restricted from communicating with the Entities in any manner, whether oral, written, electronic or otherwise, that a reasonable person would infer constitutes an attempt to unduly influence the award, denial, or amendment of a contract, from the time this RFP is issued through the final award and approval of the contract or termination of this RFP. **Any communications with the Entities in violation of this Attachment A may result in immediate disqualification of such Broker.**

The following communications channels are permissible for Brokers to communicate with the Entities to ensure that no violations of these Communication Protocols occur:

- **Oral Presentations:** See Section F of the RFP.
- **Question and Answer Period:** See Section H.3 of the RFP.
- **Supplemental Questions:** The Entities may, after an RFP has been posted, post to their websites supplemental RFP questions for Brokers to answer. If such supplemental questions are posted by the Entities, Brokers shall respond to such questions according to the instructions included with the supplemental questions.
- **Additional Information:** The Entities may, but are not obligated to, request additional information and materials from any Broker for evaluation of its proposal. Information submitted by a Broker absent a request by the Entities that is not in the nature of a correction or clarification to the proposal will not be considered. A Broker must immediately notify the Entities if any information in a proposal becomes invalid or untrue prior to the completion of the RFP process. The Entities may disqualify a Broker from further consideration if the Broker fails to immediately notify the Entities of invalid or untrue information, or fails to respond to the Entities' request for additional information and materials. The Entities shall have no obligation to inform any Broker of any deficiency in its proposal.
- **Current Brokers of the Entities:** Brokers who currently do business with an employee of the Entities, provided that any contact made by such Broker(s) with these persons should be limited to that business, and should not relate to this RFP.

## ATTACHMENT B

### PROVISIONS

- **BROKER’S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Broker represents, warrants and covenants that: (a) it has the authority to enter into the Agreement and perform the services provided thereunder; (b) it shall comply with all applicable federal, state and local laws in providing services under the agreement, including, but not limited to the reporting requirements contained in Sections 101.90 et seq. (Joint Legislative Ethics Commission) of the Ohio Revised Code, and the laws contained in Chapter 102 (Ohio Ethics Commission) of the Ohio Revised Code governing ethical behavior, understands that the provisions apply to persons doing or seeking to do business with the Entities, and agrees to act in accordance with the requirements of such provisions; and, (c) it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Entities or any of its members, officers, board members, employees, or agents, or any third party in connection with its engagement under the agreement or otherwise, including, but not limited to a finder’s fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.
- **CONFIDENTIALITY AND PUBLIC RECORDS:** Broker shall not disclose to any other person or use any information concerning the Entities’ members, or any other confidential information obtained in providing services under the agreement, without the prior written consent of the Entities. Broker acknowledges that the Entities are subject to the Ohio Public Records Act. If as a result of the position taken by the Broker regarding the confidentiality of the information the Entities are assessed any damages or fees, the Broker shall indemnify the Entities for such damages or fees.
- **ADVERTISING AND PUBLICITY:** Neither the Broker, nor anyone on the Broker’s behalf (including its agents, affiliates, subcontractors and/or vendors), shall publish, distribute or otherwise disseminate any press release, advertising and/or publicity matter of any type or kind (collectively “advertising material”) having any reference to the Entities or the agreement, unless and until such advertising material first shall have been submitted to and approved in writing by the Entities.
- **INDEMNIFICATION AND LEGAL ACTION:** The Broker agrees to indemnify and hold harmless the Entities, their members, officers, board members and employees for damages, costs, losses or any other claims arising from the negligent or intentional acts of the Broker, its officers, employees or agents under the agreement. Broker shall reimburse the Entities for any judgments rendered against the Entities for the Broker’s actions. Broker agrees to defend the Entities against any such claims or legal actions if called upon to do so. The Entities shall not indemnify Broker for damages, costs, losses or any other claims of any nature that may arise under the agreement. To the extent that the Broker may be damaged or may be required to assume a liability as a direct result of the actions taken or not taken by the Entities, the parties agree that Broker may sue or take legal action against the Entities to seek recovery of such damages.
- **GOVERNING LAW AND FORUM:** Issues concerning the Entities’ existence and/or authority shall be governed by, construed and enforced in accordance with, the laws of the State of Ohio. Any litigation arising out of or related in any way to the Entities’ existence and/or authority shall be brought only in the state or federal courts sitting in Franklin County, Ohio, and Broker irrevocably consents to such jurisdiction. The Entities shall not waive its right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or related in any way to the agreement or the actions of either party in the negotiation, administration, performance or enforcement thereunder, unless the Ohio Attorney General consents to such waiver.

**ATTACHMENT C**  
**AUTHORIZED REPRESENTATIVES**

Brian Fike  
Finance Director  
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