

REQUEST FOR PROPOSAL (RFP)

INSURANCE BROKERAGE SERVICES

Required for use by:

AVE MARIA UNIVERSITY

ONE (1) ORIGINAL AND FIVE (5) COPIES OF THE RESPONSE TO BE SUBMITTED

All responses shall be addressed and returned to:

Ave Maria University
5050 Ave Maria Blvd
Ave Maria, Florida 34142
Attn: Eugene L. Munin

***Responses must be received no later than 12:00 p.m. EST, on
Friday, March 22, 2024***

Responses shall be submitted in a sealed envelope. The outside of the envelope or package must clearly indicate the name of the project, **Insurance Brokerage Services** for Ave Maria University. The name and address of the Respondent must also be clearly printed on the outside of the envelope or package. The Respondent shall be responsible for delivery by the due date and time, whether delivered by U.S. mail or messenger.

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SECTION I -GENERAL INFORMATION

Ave Maria University (“AMU”) consists of forty-six structures (over 734,000 square feet), including 13 campus buildings as well as 31 condominiums and 2 rented houses; all located on 146 acres in the town of Ave Maria located in Southwest Florida. AMU has 20 vehicles and 25 golf carts. AMU is governed by a twenty-two member Board of Trustees. The President of AMU reports to the Board of Trustees. AMU’s administrative staff is responsible for policy administration related to human resources, institutional advancement, marketing, finance, academic affairs, student services, and information technology. Each of these areas is headed by a Vice President that reports to the President. There are a total of 644 active employees on the payroll; 221 Full Time Faculty and Staff, 365 Student Workers, 24 Adjuncts (part time), 24 Part Time Temporary and 10 Stipend Receiving Volunteers.

SECTION II - INTENT AND SCOPE OF SERVICE

1. Intent

AMU seeks proposals from qualified firms to provide a full range of insurance brokerage services. These services include brokering comprehensive coverage at the least possible cost and complementing the services provided by the underwriters.

It is our intent to have one qualified firm selected through this RFP process and enter into an agreement with a firm most capable of performing the requested services as described in this Request for Proposal.

2. Qualification Scope

Respondents must respond to the following qualification requirements:

A. Assigned Team

Provide a listing and resume for each staff member to be assigned to the AMU account. The information provided must clearly define expertise in general insurance matters, knowledge of higher education institutions, marketing skills, administrative support and other qualities to ensure the delivery of optimum service to AMU.

B. Higher Ed Experience

Describe your firm’s experience in the delivery of Insurance Brokerage Services and general Risk Management Services to institutions of public and private higher education. List current client references (2) and former client references (2) and provide contact information inclusive of institution name, contact, address, telephone and e-mail address together with a brief synopsis of services rendered, length of relationship and institution demographics.

C. Participation in Higher Ed Associations

Discuss the involvement of staff likely to be assigned to the AMU account with respect to higher education associations, both national and regional.

D. Market Access

Provide a listing of all markets (**Exhibit A**) your firm maintains relationships with that coincide with the coverages AMU requires in the management of risk throughout the organization.

E. Commission Disclosure

Provide full disclosure of expected commissions to be earned by the Respondent associated with the contract award for Insurance Brokerage Services to be provided to AMU.

F. Certificate of Insurance

Provide a Certificate of Insurance evidencing General Liability, Excess Liability, Auto Liability, Workers' Compensation, Employers' Liability, Professional Liability and Errors and Omissions Insurance.

G. Certificate Management System

Describe the Certificate Management System to be engaged in support of the AMU account. Define the timeline by which a Certificate Request is delivered to the Client and by what means (electronic, etc.). Provide a listing of credentials the issuing agent would possess and the process to ensure compliance and accuracy in the production of required Certificates in accordance with expected industry standards. Discuss the means by which the Client would have access to this information and the ability to retrieve copies of Certificates that have been provided by the Broker and are of record.

I. Risk Management Consulting Services

Describe present Risk Management Consulting Services that are available from your firm that may be in support of the overall management of the account and serve as a direct benefit to the client and its mission. Provide a schedule of services and associated costs.

SECTION III - INFORMATION OF INTEREST TO RESPONDENTS

A. Renewal of Commercial Insurance Policies

The majority of the current Commercial Insurance Policies (**see Exhibit B**) that are in force are for the period of **June 15, 2023 through June 15, 2024**. Workers' Compensation, Cyber Liability, Boiler & Machinery, Fiduciary, and Kidnap & Ransom are on a slightly different schedule. AMU expects to maintain this policy calendar in support of a number of operating conveniences. Therefore, AMU suggests adherence to the timetable recited within **Exhibit C** to achieve best practices for each renewal cycle. Provide an Implementation Plan to ensure adherence to the proposed Policy Renewal Timeline.

B. Exhibits

Exhibit A – Market Access

Exhibit B – Schedule of Commercial Insurance Policies

Exhibit C – Policy Renewal Timeline

Exhibit D - Intent to Bid (requires immediate action)

SECTION IV – SUBMITTAL REQUIREMENTS

Each Respondent submitting a proposal will be required to present evidence of experience, qualifications, financial responsibility and capacity to perform the requested services. One (1) original and two (2) copies are to be submitted in response to this RFP. (See Page 1)

Discussions may be conducted with Respondents who submit responses determined to have a reasonable possibility of being selected. All Respondents shall be accorded fair and equal treatment with respect to the RFP process. RESPONSES MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED FOR FAILING TO SUBMIT A RESPONSE AND/OR DOCUMENTATION THAT ADDRESSES EACH AND EVERY PARAGRAPH CITED IN THIS SECTION.

A. Format of Response

Each response shall be submitted on standard 8 ½" x 11" plain white copy paper with material printed on one side only. Expensive papers and special bindings are discouraged since no materials will be returned to the Respondent.

B. Contents of Response

1. Cover Letter:

The cover letter must be submitted on the Respondent's letterhead, signed by a principal and the joint venture partner, if applicable. The cover letter must contain a plan explaining how services will be performed; a commitment to provide the services described in the Scope of Services of this RFP indicating that the offer is good for ninety (90) days from submittal of proposal.

2. Executive Summary

An Executive Summary which shall include a brief statement of understanding the scope of services to be provided, a brief description of the firm, the services offered and the name of the Respondent and the location of the Respondent's principal place of business.

3. Experience and Statements of Qualifications

- a. Respondent must provide information on the company's background, including the number of years in business, main office location and a list of services provided.
- b. Respondent must provide information on services similar in nature and scope as requested in Section II, Scope of Services, including company's name, contact person, telephone number and email address; provide information for similar services for any educational institutions.
- c. Detailed information on the Respondent's ability to meet the scope of services of this RFP. This should include the services that your firm would be able to provide and how the services will be executed.
- d. Provide an organizational staffing plan chart for the personnel who will perform services as stated in Section II, Scope of Services, including resumes and educational background.

4. References

Provide a minimum of four (4) references, two (2) current and two (2) former, from projects similar to those the Respondent desires to provide herein, including contact persons' names, mailing addresses, telephone and fax numbers and email addresses. Please complete Page One of the Reference Data Sheet, **Attachment A**.

5. IRS W-9 Form

A current IRS W-9 Form must be completed, signed and submitted with your proposal.

6. **Legal Actions**

List and briefly describe any and all legal actions for the past three (3) years in which Respondent has been:

- (a) a debtor in bankruptcy,
- (b) a defendant in a lawsuit for deficient performance under a contract or agreement,
- (c) a Respondent in an administrative action for deficient performance,
- (d) a defendant in a criminal action.

7. **AMU Ethics Orientation Contractors/Vendors**

As a contractor or vendor doing business with the AMU, you are expected to work on behalf of AMU in a manner that always complies with laws, rules, regulations and policies.

8. **Cost/Fee Proposal**

With respect to the requirements outlined in the scope of work section of this RFP, all cost proposals must provide detailed information regarding cost/fees in relation to the scope of services.

9. **Disclosure**

The Respondent will disclose any professional or personal financial interest which could be a possible conflict of interest in representing AMU. The Respondent shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.

10. **Debarment**

Respondents must disclose that neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contract or agreement with any federal, state, county or local department or agency. If the vendor is unable to certify to this statement, it must attach an explanation to this application.

SECTION V - INSURANCE REQUIREMENTS

A. **Respondent's Insurance**

The Respondent shall procure and maintain at all times, at Respondent's own expense, until final acceptance of the Work covered by this Agreement, and if required to return during the warranty period, the types of insurance specified below, with insurance companies authorized to do business in the State of Florida covering all operations under this Agreement, whether performed by the Respondent or by subcontractors.

The kinds and amounts of insurance required are as follows:

1. **Worker's Compensation and Occupational Disease Insurance**

Workers Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Florida, or any other applicable jurisdiction, covering all employees who are to provide a service under this contract. Employer's liability coverage with limits of not less than \$1,000,000 for each accident or illness shall be included.

2. **Commercial Liability Insurance (Primary and Umbrella)**

Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. Ave Maria University is to be named as an additional insured without recourse or

right of contribution for any liability arising from this work.

3. Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage. Ave Maria University is to be named as an additional insured.

4. Fidelity, EPLI and Professional Liability (E&O)

Professional liability insurance covering errors, omissions or negligent acts must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on this Agreement. A Claims-Made Policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

5. Cyber Liability

A Cyber and Privacy Policy shall be maintained with limits of not less than \$1,000,000 to address liability for a data breach which may result in the compromise of personal data pertaining to District Trustees, Employees, Students, Administrators, Staff, Visitors and Guests. The Policy shall cover a variety of expenses associated with data breaches, including, but not limited to notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

The Contractor will furnish AMU original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. The Contractor shall submit evidence of insurance prior to contract award. The failure of AMU to obtain such evidence from Respondent before permitting Respondent to commence work shall not be deemed to be a waiver by AMU, and the Respondent shall remain under continuing obligation to maintain the insurance coverage.

The insurance herein specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force may constitute a violation of the Agreement, and AMU maintains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to Ave Maria University Finance Department in the event coverage is substantially changed, canceled, or non-renewed.

The Respondent shall require all subcontractors to carry the insurance required herein, or Respondent may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles on referenced insurance coverages shall be borne by Respondents.

Respondent expressly understands and agrees that any insurance coverages and limits furnished by Respondent shall in no way limit the Respondent's liabilities and responsibilities specified within the contract documents or by law.

The Respondent and each subcontractor agree that insurer shall waive their rights of subrogation against AMU.

The Respondent expressly understands and agrees that any insurance maintained by AMU shall apply in excess of and not contribute with insurance provided by the Respondent under the contract.

If the Respondent or its subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Respondent and each of its subcontractors, shall be responsible for the acquisition and cost of such additional protection.

AMU maintains the right to modify, delete, alter, or change these requirements.

B. Non-Discrimination

A Respondent, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice.

SECTION VI - GENERAL INSTRUCTIONS

A. Time for Receiving Proposals

Proposals must be received no later than **12:00 p.m. EST, on Friday, March 22, 2024.**

Proposals received prior to the due date and time will remain unopened and retained in a secure manner.

B. Preparatory Cost

All costs incurred in the preparation and presentation of the Proposals shall be wholly borne by each Respondent.

C. Submission of Proposals

AMU at its discretion, may reject any or all of the proposals, cancel and reissue this RFP, negotiate with any, all or none of the Respondents, solicit best and final proposal from all or some of the Respondents and award a contract to one or more of the Respondents.

D. Contract Award

The successful Respondent will be required to enter into a Professional Service Agreement with AMU, which incorporates as part of the agreement, this RFP and the Respondent's response to the RFP.

E. Withdrawal of Proposals

Respondents may withdraw their proposals at any time prior to the time specified as the closing time for the receipt of proposals. However, no Respondent shall withdraw or cancel its proposal for a period of ninety (90) calendar days after said closing time for the receipt of proposals nor shall the successful respondent(s) withdraw, cancel or modify his proposal after having been notified by AMU that said proposal has been accepted.

F. Addenda to this RFP

If the AMU determines that this RFP should be modified before the date set for receipt of proposal, AMU will inform all prospect Respondents by distributing addendum. The addendum will be emailed or mailed to each Respondent receiving this RFP. Respondent must acknowledge receipt of each addendum issued in the RFP Executive Summary Introduction Letter.

SECTION VII - EVALUATION CRITERIA

An evaluation Committee, which will include AMU representatives, will review proposals in accordance with the evaluation criteria. The Request for Proposal will be evaluated according to the following criteria:

1. Qualifications and experience of the Respondent (including assigned team), past performance of the firm(s) on other contracts in terms of size, scope and quality of services (Specifically Higher Education clients/experience)
2. Market Access
3. Commission Disclosure
4. Risk Management Consulting Services
5. Certificate Management System
6. Fees in relation to the Scope of Services

This RFP does not commit AMU to negotiate a contract, enter into an agreement nor obligate it to pay for any costs incurred in the preparation or submission of any proposal or in anticipation of a contract or agreement. AMU reserves the right to reject all proposals, and to do business with any one or more of the firms responding to this RFP.

AMU reserves the right to seek clarification of information submitted in response to this RFP and/or to request additional information during the evaluation process. AMU may also request that any short-listed finalists conduct an oral presentation and/or demonstrations of their services.

SECTION VIII - PROPOSAL RESPONSE SUMMARY

Having carefully examined the Scope of Services, Requirements and Conditions affecting this Request for Proposal, please respond to the questions below as accurately and completely as possible. Your response should reflect services and tasks identified in the Scope of Service (Section II). Where applicable, provide examples of forms, reports, etc., in an appendix to your proposal which demonstrates the Respondent's capacity to perform the service in question.

Clarification of Broker Commissions paid by the Carrier to the Broker:

Ave Maria University recognizes the Industry Practice of the payment of Commissions in addition to the Fee for Service ("Annual Fee") invoiced to the Client. Should Proposals anticipate the receipt of such Commissions by the Broker, kindly express the presence of same below.

Insurance Broker Services Proposed Pricing		
Fee for Insurance Brokerage Services	Annual Fee	Broker Commissions
Comment		
Fee for Certificate Management Program	Annual Fee	
Comment		
Fee for Risk Management Consultation	Annual Fee	
	Hourly Rate	
Comment		
Firm:		Date:
Authorized Officer (print)		
Signature		

ATTACHMENT A

REFERENCES

Respondents, please provide two (2) references for whom you have completed work for in the past three (3) years and two (2) current references. Please complete the following data sheet for each reference and return with your bid response.



**AVE MARIA UNIVERSITY
AMU Reference Data Sheet**

To be Completed by Respondent

Reference Company Name	
Reference Contact	
Reference Contact Direct Tel. #	
Reference Contact E-mail	
Description of Project for which Reference is requested (include type of work performed)	
Contract Amount	
Project Completion Date	
Reference Check Date	Reference Check performed by

EXHIBIT A

CURRENT MARKET ACCESS SURVEY (Completion Mandatory)	
Broker:	
<i>Provide current direct access and active Carriers for each of the exposures recited below</i>	
General Liability 1. 2. 3. 4. 5.	Excess Liability 1. 2. 3. 4. 5.
Property - Real Estate, Contents, Boiler Machinery 1. 2. 3. 4. 5.	Cyber & Multimedia 1. 2. 3. 4. 5.
Environmental 1. 2. 3. 4. 5.	Builder's Risk 1. 2. 3. 4. 5.
Blanket Fidelity (Crime) 1. 2. 3. 4. 5.	AMULT Liability 1. 2. 3. 4. 5.
Athletics 1. 2. 3. 4. 5.	Student Malpractice 1. 2. 3. 4. 5.
Educators Legal Liability (inc. D & O) 1. 2. 3. 4. 5.	Fiduciary Liability 1. 2. 3. 4. 5.
Work Comp 1. 2. 3. 4. 5.	Commercial Auto (Physical Damage) 1. 2. 3. 4. 5.

EXHIBIT B

AVE MARIA UNIVERSITY COMMERCIAL INSURANCE PORTFOLIO RENEWAL		
Coverage	Carrier	Limits
Liability Coverage		
General Liability	Christian Brothers Services	\$1,000,000
Excess Liability	Christian Brothers Services	\$74,000,000
Sexual Misconduct	Christian Brothers Services	\$1,000,000
Professional Liability	Christian Brothers Services	\$40,000,000
School Board Legal, et al.	Christian Brothers Services	\$1,000,000
Employment Practices Liability	Christian Brothers Services	\$15,000,000
Workers' Compensation (8/1/23 – 7/31/24)	AmTrust	\$1,000,000
Cyber Security (5/16/23 – 5/15/24)	Houston Casualty Company	\$1,000,000
Property Coverage		
Real Property Blanket Limit	Christian Brothers Services	\$115,983,105
Personal Property Blanket Limit	Christian Brothers Services	\$8,038,780
Business Income	Christian Brothers Services	\$13,315,700
Property Deductible	Christian Brothers Services	\$1,000
Named Storm Deductible	Christian Brothers Services	5% if over \$5 mil. loss to the Trust
Crime Coverage		
Larceny	Christian Brothers Services	\$1,000,000
Theft	Christian Brothers Services	\$1,000,000
Forgery or Alteration	Christian Brothers Services	\$1,000,000
Embezzlement	Christian Brothers Services	\$1,000,000
Misappropriation	Christian Brothers Services	\$1,000,000
Wrongful Abstraction	Christian Brothers Services	\$1,000,000
Crime Deductible	Christian Brothers Services	\$1,000
Commercial Auto Coverage		
Liability Limit	Christian Brothers Services	\$1,000,000
Personal Injury Protection	Christian Brothers Services	\$10,000
Medical Payments	Christian Brothers Services	\$15,000
Uninsured Motorist	Christian Brothers Services	\$250,000
Comprehensive Deductible	Christian Brothers Services	\$250
Collision Deductible	Christian Brothers Services	\$250
Equipment Breakdown Coverage		
Total Breakdown Limit	Travelers Insurance Co.	\$137,337,585
Property Damage Limit	Travelers Insurance Co.	\$124,021,885
Property Damage Deductible	Travelers Insurance Co.	\$25,000
Business Income	Travelers Insurance Co.	\$13,315,700
Spoilage Damage	Travelers Insurance Co.	\$2,500
Fiduciary Liability Coverage		
Fiduciary Liability Limit (7/1/23 – 6/30/24)	RSUI Indemnity Company	\$1,000,000
Fiduciary Retention	RSUI Indemnity Company	\$5,000
Kidnap and Ransom Coverage		
Each loss limit (7/1/23 – 6/30/24)	US Specialty Ins. Co.	\$5,000,000
Deductible Per Claim	US Specialty Ins. Co.	\$0

EXHIBIT C

AVE MARIA UNIVERSITY RENEWAL TIMELINE		
Task	Assigned To	Target Date
Overview of likely Market Trends	Broker	April
Renewal Strategy Discussion	AMU Broker	April
Renewal Information to AMU	Broker	May
Present indications from incumbent carriers to AMU	Broker	May
Send Renewal Information to Carriers	Broker	May
Request Renewal Quotations from Carriers	Broker	May
Present Proposal to AMU	Broker	June
Review of Renewal Proposal	AMU	June
Bind Policies	Broker	June
Record Certificate Holder amendments	Broker	June
Issue Certificates of Insurance and Vehicle Insurance Cards	Broker	June

EXHIBIT D

AVE MARIA UNIVERSITY Intent to Bid		
RE: Request for Proposal (RFP) # ORM 2024-01 Insurance Brokerage Services		
Certification		
I, _____, the undersigned being a duly authorized official of _____ hereby acknowledge receipt of the above referenced Request for Proposal offering and certify the intent of the firm to submit a Proposal in response to the Request.		
Response Instructions		
This fully executed document should be returned via e-mail to Ave Maria University via e-mail directed to both eugene.munin@avemaria.edu and to wellfleet9@yahoo.com NO LATER THAN Thursday, February 29, 2024 by 5:00pm EST.		
Contact Information		
Firm Name		
Address		
City	State	Zip
Primary Contact	Title	
Direct Telephone	Cell Number	
E-mail	Website	
Signature		
Signature		Date

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