

Request for Proposal (RFP)  
Property Insurance Coverage Evaluation  
July 28, 2008

I. Introduction and Purpose

The Board of Trustees of State Institutions of Higher Learning (IHL), through the Office of Risk Management (RM), is seeking a qualified contractor to assist in developing and recommending the best and most cost effective options to provide property and boiler and machinery insurance for the IHL system's approximately 1,693 buildings. These buildings contain nearly 28 million square feet valued by the Department of Finance & Administration at an estimated \$5.9 billion, and are located across the State of Mississippi. IHL desires to explore all financial options available to provide property coverage beneficial to its system. These financial options may be a result of but are not limited to deductibles, SIRs, reinsurance, etc. The qualified contractor must possess the resources, flexibility, innovation, and commitment to service that provides best value. IHL requires the qualified contractor to have the capabilities, expertise, and service commitment to excel in all areas of services requested in this RFP. Furthermore, the qualified contractor is expected to be in an industry leadership position and possess the resources to assist IHL in working positively in state and federal legislative environments regarding issues within this RFP.

II. Contract Period

The term of the Agreement will be a three year period from date of contract; thereafter, the Agreement may be renewed by mutual agreement of all parties. IHL requests a contract with guaranteed costs.

III. Minimum Requirements to Propose

- A. The qualified contractor must be licensed in the State of Mississippi as an insurance broker for property and boiler and machinery insurance business.
- B. The qualified contractor must have a minimum of five (5) years experience in providing the services anticipated in this RFP.
- C. The qualified contractor must be willing and able to market and place the coverage recommendations developed under this RFP if the RM requests such.

#### IV. Conceptual Outline of Services

The following is a conceptual outline of services. Its intent is to provide a concept of the scope of services being sought. The final scope of services will be finalized with the selected qualified contractor.

- A. Compile and provide all information and data concerning property coverage, including buildings, contents, and all other related coverage under current property insurance policies for each entity under the jurisdiction of IHL to RM or whomever RM designates no later than January 15, 2009.
- B. Develop and recommend the best and most cost effective options to provide property and boiler and machinery insurance for the IHL system's properties no later than February 13, 2009.
- C. Compile all data and information necessary for IHL to provide to appropriate markets and underwriters. Included in this data will be loss history and FEMA reimbursements on past losses.
- D. Provide consultation services regarding property coverage, market access, and placement as requested by RM. This will include developing appropriate underwriting markets, strategies to deal with underwriters, the market and loss experience.
- E. Provide necessary facility inspections as needed by insurers and their underwriters.
- F. Provide any necessary studies of foreseeable and maximum probable loss based on a variety of perils including fire, wind, earthquake, flood, etc.
- G. Advise and assess the accuracy of replacement values on all buildings based on construction, occupancy, location, age and internal protective services using the Bureau of Building, Grounds and Real Property Management's schedules and values no later than January 15, 2009.
- H. Provide products and consultation services as requested by RM.

#### V. Qualified Contractor Responsibilities

- A. The qualified contractor shall provide an insurance certificate for Errors and Omissions coverage exhibiting the limits of liability, deductibles and name of the carrier prior to inception of the coverage. The Errors and Omissions coverage shall be maintained throughout the term of this Policy in a minimum amount of Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate through an insurance company licensed by the Mississippi Department of Insurance. The Certificates

of Insurance shall name the Board of Trustees of State Institutions of Higher Learning as a certificate holder. The Certificates of Insurance shall be addressed to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance and Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS 39211.

- B. The qualified contractor shall provide documentation that they are licensed by the Mississippi Department of Insurance to write this class of business.
- C. The qualified contractor shall agree to the terms of the IHL Professional Personal Services Contract illustrated in Exhibit B and the Statement of Compliance in Exhibit A.

## VI. General Instructions

- A. In preparing your response to this RFP, explain all issues in a concise, direct manner. All information requested is considered important. If you have additional information you would like to provide, include it in the back of your response as an appendix. All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of IHL and will not be returned.

The information contained in your response to this RFP will be used by IHL in determining the qualified contractor to be awarded the business. The proposal will be maintained by IHL and IHL will expect all representations made in the proposal to be honored by the qualified contractor and Company.

FAILURE TO PROVIDE ALL INFORMATION REQUESTED AND IN THE MANNER REQUESTED MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL.

- B. Timetable

The following is an outline of dates in the selection process. Dates are subject to change. Notification of any changes will be provided in writing to all qualified contractors that have provided notice of intent to propose.

July 28, 2008	RFP released
August 8, 2008	Intent to propose and all questions regarding the RFP due by 4:00 p.m. CDST
August 15, 2008	Response to questions sent
September 8, 2008	Proposals due by 4:00 p.m. CDST

September 19, 2008	Notification requesting presentations
September 25, 2008	Presentations (if necessary)
Week of October 20	Award Notification

C. Intent to Propose and Submission of Proposal

1. All potential qualified contractors are strongly urged to indicate in writing their intention to propose by August 8, 2008. Only those that provide notification of intent to propose will receive copies of responses to questions, changes and updates. Your notification of intent to propose shall contain: (1) confirmation that you are licensed by the Mississippi Department of Insurance to write this type business; and (2) your contact's name, title, address, telephone number, fax number, and email address. Minorities are encouraged to participate.
2. One hard copy of your proposal shall be submitted and received at the address below no later than 4:00 p.m. CDST on September 8, 2008. In addition, an electronic version is to be emailed to: [RiskManagement@mississippi.edu](mailto:RiskManagement@mississippi.edu)
3. The proposal is subject to the "Mississippi Public Records Act of 1983," codified as section 25-61-1 et seq., Mississippi Code Annotated.

D. Communication

IHL shall be bound only by written responses to written questions concerning the RFP. All communication in reference to this RFP, including submission of the intent to propose, questions regarding this RFP, and the qualified contractor's proposal shall be addressed only in writing to:

Cliff Tucker  
Director of Insurance and Risk Management  
Board of Trustees of State Institutions of Higher Learning  
3825 Ridgewood Road, Suite 429  
Jackson, MS 39211  
Facsimile: (601) 432-6986

- E. IHL MAY AWARD ALL OR PART OF THE SERVICES CONTAINED IN THIS RFP. IHL RESERVES THE RIGHT TO REJECT ANY OR ALL RESPONSES TO THIS RFP.

## VII. Required Contents of the Proposal

In preparing your response to the questionnaire, you shall repeat each question in the order presented in this RFP followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. The proposer must submit the following information in the order requested:

1. State the full name and home office address of your company. If the office that will service IHL is located at a different address than the home office, provide the complete address, phone number and facsimile number for this office as well.
2. Provide the name, title, address, telephone number, facsimile number, and email address of the contact person for this proposal. The contact person shall be an officer of the organization in a position to address any of IHL's clarifications and concerns in a prompt and accurate manner.
3. Restate each item listed in Section III., A., B. and C., "Minimum Requirements to Propose" of the RFP and detail how the Company meets or exceeds the required minimum qualifications.
4. Restate each item listed in Section IV., A. through H., "Conceptual Outline of Services" of the RFP and explain the qualified contractor's understanding of these concepts.
5. Restate each item listed in Section V., "Qualified Contractor Responsibilities" of the RFP and provide documentation that the qualified contractor meets A. and B. Confirm that the contractor agrees to C.
6. Provide a written narrative statement describing your experience and qualifications to perform the work outlined in this RFP. The narrative statement must address the following:
  - a. A brief history of your firm.
  - b. The firm's philosophy on customer service.
  - c. A list of current, comparable size property insurance clients and the services provided.
  - d. Your firm's philosophy regarding compensation arrangements.
  - e. Assurance of your firm's financial resources for fulfilling all commitments to the contract.
  - f. A description of your firm's marketing strategy and any special relationships you have relative to the type of coverages being sought.

g. Your firm's relationship to property insurance underwriters, wholesalers, reinsurance companies, and any other insurance activity.

h. Any other information that may be useful for us to know about

7. Provide complete and detailed cost proposal.
8. An officer, principal or owner of the qualified contractor's firm authorized to bind the proposed Company to provide the requested services must sign the statement of compliance (Exhibit "A"). FAILURE TO COMPLY WITH THIS REQUIREMENT WILL AUTOMATICALLY DISQUALIFY YOUR PROPOSAL.

**EXHIBIT "A"**

**Statement of Compliance**

Statement of Compliance

Proposer agrees to adhere to all of the conditions and requirements set forth below in addition to the IHL RFP:

1. That the attached proposal is valid for at least 90 days subsequent to the due date of submission.
2. That IHL reserves the right to correct and clarify this RFP. Any corrections and clarifications will be sent to all that have provided written notice of intent to propose.
3. That IHL reserves the right to request clarifications or corrections to proposals. IHL reserves the right to reject any or all proposals, select or reject any, all, or none of the services discussed in this RFP, or cancel the RFP in its entirety at IHL's sole discretion. Any proposal received that does not comply with the General Instructions may be considered to be "non-responsive" and be disqualified.
4. That IHL reserves the right to further clarify and/or negotiate with the "proposer evaluated best" following completion of the evaluation of proposals if such is deemed necessary by IHL. IHL also reserves the right to move to the next best proposer if negotiations do not lead to a final agreement with the best proposer.
5. That all costs incurred in preparing and delivering the proposals, and any subsequent time and travel to meet with IHL regarding the proposal, shall be borne at the submitting party's expense.
6. That the qualified contractor hereby agrees that it shall not make any delegation of its duties unless authorized in writing by RM prior to any such delegation. It is further mutually understood and agreed by both parties that IHL is free to contract with other qualified contractors to perform similar and like services as those contained in this RFP. Payment for work performed by the qualified contractor shall not be affected by this provision.
7. That all documents submitted to IHL shall become documents of IHL and shall become subject to the Mississippi Public Records Act of 1983. IHL has the right to use any and all ideas or adaptations of the ideas contained in any proposal received in response to the RFP. Selection or rejection of the proposal will not affect this right.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Qualified Contractor Firm Name

\_\_\_\_\_  
Date

Please have the appropriate officer of your firm sign this statement and include it as part of your proposal.

**EXHIBIT "B"**

**IHL Professional Personal Services Contract Terms**

1. **INDEPENDENT CONTRACTOR:** The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the IHL Executive Office. The Contractor will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance.
2. **INSURANCE.** The Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Workers' Compensation insurance, Errors and Omissions insurance and Commercial Auto Liability insurance. The Contractor shall provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance and Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, the amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning as an additional insured. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance. Errors and Omissions coverage shall be maintained throughout the term of this Policy in a minimum amount of Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate through an insurance company licensed by the Mississippi Department of Insurance.
3. **NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.
4. **AUTHORITY TO CONTRACT.** The Contractor warrants (a) is authorized to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
5. **ACCESS TO RECORDS.** The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the Contractor for three years from the date of the completion of work. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.
6. **OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL.
7. **TERMINATION.** Either the IHL or the Contractor may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the IHL, the Contractor shall continue performance until the IHL can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.
8. **IHL EXECUTIVE OFFICE EMPLOYEES.** The Contractor will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.

- 9. CONFIDENTIAL INFORMATION.** In connection with the contract hereunder, the IHL and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation or confidentiality. Employees of the IHL Executive Office performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. The IHL shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the IHL.
- Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, *et seq.*, Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.
- 10. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Contractor agrees that, in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement "This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.
- 11. APPLICABLE LAW.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against IHL, the Contractor agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.
- 12. IDEMNIFICATION.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, Board Members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In IHL's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to IHL; the Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and IHL shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without IHL's concurrence, which IHL shall not unreasonably withhold.
- 13. CONFLICT OF INTEREST.** The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the IHL regarding possible conflict of interest that may arise as a result of such change.
- 14. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL.** It is expressly understood and agreed that the obligation of IHL to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the

program under which the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

15. **SEVERABILITY.** If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.
16. **TOTAL AGREEMENT.** This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.
17. **CONTRACT CHANGES.** The IHL may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the Contractor's cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The Contractor must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the Contractor received the IHL's notification of change, unless the IHL grants additional time before the date of final payment. No services for which the Contractor will charge any additional compensation shall be furnished without the prior written authorization of the IHL.
18. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without prior written consent of the IHL.
19. **THIRD PARTY ACTION NOTIFICATION.** The Contractor shall give the IHL prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
20. **ATTACHMENTS.** The *Request for Proposal for Property Insurance Coverage Evaluation* (RFP), dated July 28, 2008, and attached hereto as Attachment "A" and the Contractor's response to said RFP, dated \_\_\_\_\_, and attached hereto as Attachment "B" are made a part of the Contract. Any conflict between the RFP, the response to said RFP and this Contract shall be controlled by the terms of this Contract.
21. **NOTICE.** Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to IHL by writing the Board of Trustees of State Institutions of Higher Learning, Office of Insurance and Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS 39211 or to the Contractor by writing \_\_\_\_\_  
The parties agree to promptly notify each other of any change of address.