



REQUEST FOR PROPOSALS  
PROPERTY INSURANCE BROKERAGE  
AND ADVISORY SERVICES  
SEPTEMBER 14, 2015

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I. INTRODUCTION

The Board of Trustees of State Institutions of Higher Learning (IHL), through its Office of Risk Management (RM), is seeking proposals for property insurance brokerage and advisory services. RM has determined that the most beneficial procurement method for these services is a competitive Request for Proposal (RFP) process. For purposes of this RFP, IHL shall mean both the IHL Board Office and the public universities.

The IHL Board of Trustees is the governing board which exercises oversight, management, and control over the State of Mississippi's public universities. Those universities include Alcorn State University, Delta State University, Jackson State University, Mississippi State University, Mississippi University for Women, Mississippi Valley State University, The University of Mississippi, The University of Mississippi Medical Center, and The University of Southern Mississippi.

IHL operates a system-wide property insurance program with a total insured value (TIV) of approximately \$9.8 billion. In addition to the Mississippi public universities, the program insures the property of the IHL Board Office, and the property of University Press of Mississippi.

The current program purchases all-risk property and casualty insurance which covers the buildings, contents, boiler and machinery, electronic data processing equipment, and other personal property of the IHL system as well as risks associated with business interruption, tuition income, loss mitigation or clean up, subrogation, and builders' risk. The property insurer for May 31, 2015, to May 31, 2016, is Affiliated FM Insurance Company although Wind and Flood Coverage for The University of Southern Mississippi's Gulf Coast campuses is also purchased. Flood insurance is covered by the program, but the Department of Finance and Administration separately manages and procures the flood insurance up to the levels of the National Flood Insurance Program.

The current TIV of \$9,821,849,372 consists of approximately \$7.4 billion in buildings insured, \$1.2 billion in contents or personal property, \$860.8 million of business income, \$269.9 of tuition income, and \$62.8 million of rental income insured. The premium for the 2015-2016 policy year is approximately \$5,879,656.

The selected property broker will provide property insurance brokerage and consulting services throughout the term of the relationship to ensure that the property insurance needs of IHL are satisfied.

II. PURPOSE

This RFP is to secure the services of a qualified broker with the experience and expertise necessary to assist IHL (which includes its individual universities) in obtaining property insurance that is comprehensive, cost-effective, and meets the needs of the IHL system.

III. CONTRACT PERIOD

This RFP seeks to enter a five-year agreement with a term from January 1, 2016, through December 31, 2020. The IHL Board Office reserves the right to enter an agreement for a lesser term if deemed advantageous for IHL. The Agreement(s) may be terminated by the broker, with or without cause at any time, upon one hundred twenty (120) days prior written notice. The IHL Board Office may terminate the agreement upon lesser notice, as specified in this RFP or any resulting contract.

IV. TIMELINE

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

August 31 and September 7, 2015	RFP advertised
September 14, 2015	RFP released
September 25, 2015	Intent to propose and all questions regarding the RFP due in RM office by 4:00 p.m. CDT
On or before October 5, 2015	Response to questions sent
October 26, 2015	Proposals due in RM office by 4:00 p.m. CDT
Week of November 2 and/or November 9, 2015	On-site presentations, if deemed necessary at the discretion of RM
December 18, 2015	Award Notification

All organizations responding to this RFP will be notified in writing of the outcome of the process. RM may contact the top proposers to negotiate the best and final offer as well as final agreement terms.

## V. INTENT TO PROPOSE AND SUBMISSION OF PROPOSAL

- A. All potential brokers are requested to indicate in writing their intention to propose by September 25, 2015, to the address below. Only those who provide notification of intent to propose will receive copies of responses to questions, changes, clarifications, and/or updates. Your notification of your intent to propose shall contain: (1) confirmation that your organization meets or exceeds the Minimum Required Qualifications outlined in Section VIII; (2) your organization's primary contact's name, title, address, telephone, and e-mail address; and (3) any questions regarding clarifications or additional information you may need to best respond to this RFP.
- B. The proposal may be submitted via e-mail, in CD format, or hard copy and received at the address indicated in the following Section VI no later than 4:00 p.m. Central Daylight Time on October 26, 2015. Electronic responses are the preferred method, and must be in Word or PDF format.
- C. The successful proposal(s) will be incorporated into the resulting Agreement(s). The proposals are subject to the "Mississippi Public Records Act of 1983", codified as section 25-61-1 et seq., Mississippi Code Annotated.

## VI. COMMUNICATIONS

Any verbal communications by IHL shall not be relied upon in any way to alter, amend, or expand the content or requirements of this RFP. Any modifications or clarifications will only be valid if in writing. Questions regarding the RFP and your intent to propose should be submitted in writing electronically, hard copy or facsimile by September 25, 2015, 4:00 p.m. Central Daylight Time.

If mailing a CD or hard copy, address to:  
Mississippi Institutions of Higher Learning  
Office of Risk Management  
3825 Ridgewood Road, Suite 427  
Jackson, MS 39211

Please enclose 3 copies of your proposal if sending a hard copy.  
If sending via e-mail, send to [riskmanagement@mississippi.edu](mailto:riskmanagement@mississippi.edu)  
If sending via fax, send to (601) 432-6986.

Responses to questions will be emailed to competing brokers at approximately the same time. RM may request clarifications in regard to any proposal and RM reserves the right to reject any or all proposals. Any proposal received that does not meet the general instructions may be considered to be "non-responsive" and be disqualified.

During this procurement process, competing brokers will not communicate or coordinate with each other in regard to the substance of their proposal. Communication to RM in regard to the substance of this proposal shall only be in writing so that responses can be provided in writing to all brokers contemporaneously and transparently.

## VII. GENERAL INSTRUCTIONS

In preparing your response to any question or request for information in this RFP, you shall repeat each question followed by your response. Questions and answers shall be in the same order as found in the RFP. Provide complete answers and 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 proposal as an appendix.

All documentation submitted in response to this RFP and to any subsequent requests for information pertaining to this RFP will become the property of RM and will not be returned to the proposer.

The selected proposal will become an integral part of the contract and all representations made in the proposal will be binding if selected. If you cannot provide a direct response to a question (e.g. your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question.

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

## VIII. MINIMUM QUALIFICATIONS

Failure to meet any of these requirements will result in the disqualification of the RFP response submitted by your organization. Respond by restating each requirement and how your organization meets these minimum criteria. Please be specific in your responses regarding the number of years and type of experience your firm and the primary contact possess.

- A. Broker must currently provide property, boiler & machinery, and other property insurance brokerage and risk advisory services to at least one large client. Provide the client name, address, contact, title, phone number, email address and number of years the services have been rendered by your organization. Broker must specifically state its definition of large client for purposes of its response.
- B. Broker must be appropriately licensed in the state of Mississippi and/or have legal authority to render the proposed services. Provide a copy of the pertinent license, certificate of appointment or other such documentation to demonstrate qualifications.
- C. Broker must have at least five (5) years of experience as an organization in brokering insurance for programs similar to the IHL. Similar to the IHL shall be interpreted broadly for purposes of this minimum qualification, but the proposing broker must describe in detail how it meets this requirement.
- D. Broker must have no real or perceived conflict of interest in regard to its relationship with IHL.
- E. The proposer must maintain the insurance specified in Exhibit 1 during the term of any contract awarded. The broker's insurance shall be primary to IHL's insurance. Proof of professional liability (errors and omissions) coverage must be submitted with the proposal.

- F. The proposer must accept the standard IHL Board Office contract provisions in their entirety as shown in Exhibit 1. Additions to the boilerplate provisions may or may not be negotiated prior to award.

## IX. RFP QUESTIONNAIRE

- A. List the name, title, mailing address, telephone number and email address of the contact person for this RFP response.
- B. State the full name of your organization. Describe your legal organizational structure. If it is incorporated, include the state in which it is incorporated. If you are a subsidiary or part of a parent company or other entities with significant financial interest, provide information for all relevant entities.
- C. How long has your organization been providing services to organizations comparable or similar to the Mississippi public university system? In your response, specify your organizations experience providing property insurance brokerage services for (1) large entities, (2) institutions of higher learning, and (3) public entities. After providing the experience of your organization in regard to the three categories above (large accounts, universities/higher education, public entities), specifically describe the experience of your primary one or two key staff members (who would service the IHL program if selected) in regard to the same categories. Identify the individual who will serve as the primary contact for the account.
- D. Provide a brief resume for each professional staff person that will be assigned to render services to the IHL program, including detailed information on professional designations and years of related experience, as well as any special training or qualifications. Attach the resumes as a later appendix or tab in your proposal.
- E. State your understanding of the scope of work required by IHL as presented in this RFP.
- F. Provide a detailed plan of work for placing IHL's property insurance coverages. Include a description of your planned market approach, the types of data that will be needed from IHL, the timing for coverage placement efforts as may be applicable, how you will expect IHL personnel to interact and/or assist in the marketing process and any other information you believe to be pertinent to this process.
- G. Describe your capabilities in data analytics including natural catastrophe modeling and outline how this information is developed and utilized. Detail what makes your modeling capabilities unique and effective.
- H. List the insurers that you expect to consider for providing coverage to IHL. For each insurer (for Lloyds syndicates, cite overall Lloyds experience), describe in detail your relationship with and experience in placing similar coverage within the last five years. Include to the extent possible, the number, type and size of policy placements over the last five years, and any other information you believe to be pertinent in evaluating your ability to secure a competitive quotation from the carrier(s). Indicate whether you place coverage directly with the listed insurers or if you use a wholesale broker or other intermediary in such placements.

- I. Describe your claims advocacy and claims consulting services and how such services will be deployed in the event of a large loss or large natural catastrophe. Describe how your claims personnel interface with your day-to-day service team as well as with the insurers on a pre-loss and post-loss basis in order to expedite the claims recovery process and maximize potential claim recoveries. Provide one specific example of a large loss experience which demonstrates the effectiveness of your team's ability to advocate and resolve a large claim in a reasonable period of time.
- J. It is essential that IHL have prompt and direct access to the broker throughout the term of the contract. Address how the firm will provide such access.
- K. Provide the approximate number of large property brokerage clients you currently have, using the definition of large client which was quantified above in your response to Section VIII. Minimum Qualifications, subpart A. Of your current clients or programs, select one example without identifying the client by name, and list the blended premium rate, the total insured value, the primary deductible levels, and any other relevant summary information to demonstrate your successful negotiation of a premium rate for property insurance coverage.
- L. List three property insurance clients for whom you are providing (or have provided) services similar to those requested in this RFP. For each client, specify the type of work performed by your firm, the size of the client, and the period of time retained as a client. For each reference, list the name, title, address, phone number, and email address of a contact person.
- M. To the extent such former clients exist, provide a list of three former large clients that have discontinued using your property brokerage services (or where you have otherwise lost a large client's business) since January 1, 2013. Provide a contact name and number for each client listed, and provide a brief explanation of why the business was lost by your organization.
- N. Disclose and describe any ownership interest your firm has in any insurer, re-insurer or other entity that you would use in placing coverage for IHL.
- O. List the name of any entity or person owning 10% or more of your organization.
- P. State for your firm if any officers or principals and/or their immediate families are, or have been within the preceding 12 months, employees or Board members of IHL or any of its universities. If so, please disclose the specifics of the person's position and relationship.
- Q. During the past five (5) years has your firm, related entities, principals or officers been a defendant in any material civil or criminal litigation which is related to the services described in this RFP? If so, provide non-privileged details including dates and outcomes. For your response, material shall mean any criminal matter which alleged conduct that would constitute a felony upon conviction, and, in a civil matter, any case which resulted in an award or settlement of over \$100,000.

- R. State if you currently provide any services, directly or indirectly, to IHL or any of the Mississippi public universities. If your firm currently provides services to any of these entities, provide a description of services provided.
- S. Confirm that your proposal is valid for 120 days.
- T. The services to be provided are listed in the following section of the RFP. In your response, restate each requirement followed by a response that (1) affirms your organization will perform the services if awarded a contract, and (2) provides information that demonstrates your ability to perform the specific services.

## X. SCOPE OF SERVICES

The selected broker is to act as the system's broker of record for property insurance. The selected broker agrees to do the following:

- A. Communication. Work with and be responsive to IHL in all areas customarily related to brokering property insurance coverages.
- B. Broker-of-Record. Act as broker-of-record for property coverage placed during the term of any contract entered as a result of this RFP.
- C. Analyze Current Program. Analyze exposure, claims, coverage forms, and current program data, as well as utilize effective catastrophe modeling, to determine various options in property program structure and provide recommendations that will provide more effective coverage.
- D. Analysis of Markets. Identify programs, products, and markets capable of meeting coverage needs. Make recommendations regarding quality of markets, limits, and differences in various markets' terms and conditions. Serve as liaison between IHL and/or individual universities and insurance carriers, keeping IHL and university leadership apprised of matters that may materially impact the coverages.
- E. Data Collection. Assist IHL in identifying and organizing pertinent information in order to more effectively promote the property coverage program to interested markets. Advise and consult with IHL and individual universities as to the type and format of data that needs to be collected and maintained for exposure analysis in order to optimize coverage marketing and renewal success.
- F. Promote the Program. Develop and implement strategies to generate and maintain competitive interest in the IHL system's property insurance coverages from the available markets.
- G. Conduct and Document Competitive Processes. Solicit quotes for the program as well as ancillary policies as may be desirable at the direction of one or more universities. Where there is an adequate number of markets to do so, provide multiple quotes to maximize competition. In the event considering quotes from all qualified markets is not recommended or possible, the broker must communicate those facts effectively with RM. For those markets that decline to offer a quote, the reason that the market is declining to quote must be documented.

- H. Bind Coverage. Upon authorization, bind the program as directed by RM. Binders and/or confirmation of coverage are required upon placement. Review and verify coverage documents received from all bound markets. Determine the coverage placed is correct and verify accuracy of price, rating classification, and exposure.
- I. Policy Documents. In addition to the original paper copies, deliver electronic copies of all coverage documents upon request.
- J. Broker Income. All broker income related to IHL business (which includes any university business) must be disclosed to RM.
- K. Billing. Ensure timely billing with premium allocations or breakdowns by insureds. Each university is to be invoiced directly for its respective share of the program.
- L. Certificates of Insurance. Prepare or obtain certificates of insurance and endorsements, as requested.
- M. Oversight, Claims Reporting, and Advocacy. Assist IHL with the reporting of claims. Be an advocate for IHL on any disputed or problem claims. Act as an intermediary and advocate for the program to promote prompt resolution of claims. Generally, and as may be requested, provide claim information to IHL. Obtain clarification regarding coverage or claims questions as needed.
- N. Consulting and Other Coverage Needs. Assist IHL when other property coverage-related needs arise during the term of the contract, at no additional cost. Provide advice regarding developments in the marketplace that may impact the program or individual universities. Upon request, advise regarding property insurance requirements in proposed contracts with third parties of IHL.
- O. Renewal Strategy. Develop a strategy for any upcoming renewal which will arise during the contract period, and coordinate with RM at least 5 months prior to the renewal date.
- P. Presentations and Reports. As requested by IHL or a university, provide professional-quality reports which outline renewal information as well as historical information related to the renewal. At the request of RM, conduct presentations for the Board of Trustees and university leadership. This service, including travel-related costs, shall be borne solely by the broker.
- Q. Disaster Preparedness and Response. Provide consultation regarding pre-event and post-event procedures that will expedite the claims recovery process. Provide assistance and consulting in the event of a loss. The broker's responsibilities related to disaster response are limited to services reasonably related to consulting and/or brokering.
- R. Risk Management. Advise and consult with IHL in regard to risk management issues, including loss prevention that could impact the property insurance coverages.
- S. Legal Compliance. Maintain licenses and meet all other state or federal legal requirements or filings which directly relate to providing the services requested by this RFP.



## XI. COST

Clearly state the cost for the services for each of the years for the five-year term. Proposals are encouraged to propose flat fees, or if fees are based upon a commission, percentage, or contingency, to agree to a maximum or ceiling per policy year. Proposals with contingent fees are subject to IHL's discretion when assigning a value for RFP scoring purposes. All fees or charges for the services described in this RFP must be disclosed and included in the proposal. You may list additional services which are not included as part of the scope of services in this RFP and which are available at additional cost. You should provide the specific cost for any additional service listed.

Fees should be based upon policy years 2016-2017 through 2020-2021. In the event of termination of the contract resulting from this RFP, the broker's fee may be prorated as stated in Section XIII.H.

Provide a statement confirming that each university and the IHL Board Office will be billed separately for each entity's respective share of the overall premium, and that each university and the IHL Board Office will be able to individualize the amount of coverage that each desires to carry.

## XII. EVALUATION CRITERIA

Proposals that meet all of the minimum qualifications will be evaluated based on the information provided in the proposal, although IHL may also utilize other information from any source or reference.

The initial evaluation criteria will be scored on a 100 point scale with relative weights described below. Points will be scored by IHL based upon the relative strengths or weaknesses of the proposals submitted. Stated differently, the points awarded for each scoring category will be reflective of how the particular proposal compares to other submissions for each category below.

### A. *Experience and Demonstrated Ability :: 50 points*

Organization's demonstrated success with similar programs in the last five years (similar in size and/or complexity, public entity, and/or higher education): *15 points*

Demonstrated success and strength of proposed key staff as specifically related to the services sought: *10 points*

Relationships with potential markets as demonstrated by successful property insurance placements in the last five years: *10 points*

Strength of claims advocacy example for a large claim: *10 points*

References and/or litigation concerns: *5 points*

B. *Quality of Proposal :: 25 points*

Quality of plan, professionalism of proposal, and demonstration of understanding of the scope of work: *10 points*

Ability to analyze the IHL program, risks, and markets: *5 points*

Ability to promote the program and conduct a successful competitive procurement process: *5 points*

Ability to advocate and assist in support of claims and mitigation efforts: *5 points*

C. *Financial :: 25 points*

The proposer with the lowest cost for services will receive 25 points. Each other proposer will receive a percentage of the 25 total available points, with such percentage being the same percentage as the cost of the lowest proposal divided by the proposal being evaluated. Proposals are encouraged to propose flat fees, or if fees are based upon a commission, percentage, or contingency, to propose a maximum or ceiling per policy year. Proposals with contingent fees are subject to IHL's discretion when assigning a value for scoring purposes. All fees or charges for the services described in this RFP must be disclosed and included in the proposal.

D. *Finalist Presentations :: Up to 30 points added to the totals from "A" through "C" above.*

If IHL determines that onsite presentations will benefit IHL in selecting the best and lowest proposal, IHL will select, based upon the above-described criteria, the two, three, or four top-scoring brokers for the purpose of conducting an onsite presentation before a committee appointed by RM. Each committee member who is present for all finalists' presentations will rank each finalist broker in order of preference. Each committee member will award the maximum points to the proposal which is judged the best and lowest based upon the onsite presentation. The maximum points awarded to a proposer from each committee member will be equal to the total number of finalists which are presenting onsite presentations. The committee member would then assign one less point to the proposer judged as his or her second best. This process continues for the third or fourth place presentation if three or four proposers make onsite presentations. The points assigned by each committee member are added to each proposer's earlier score, and the proposal with the highest aggregate score (total of subparts "A" through "D") will be recommended for approval to the IHL Board of Trustees.

For example, if a five person committee reviews onsite presentations for three finalists, each committee member will assign each of the finalists either one, two, or three points based upon his or her view of the presentation. If all five committee members were of the same opinion, the best presentation would receive 15 points (three points from each of the five committee members), the second best presentation would receive 10 points (two points from each committee member), and the least successful presentation would receive 5 points (one point per committee member). As a second example with a five member committee and three finalists, a finalist that one member judged best, three members judged second, and one member scored last would be awarded 10 points to add

with its prior point total.

### XIII. OTHER TERMS

- A. IHL Standard Contractual Terms. The proposer must agree to IHL's standard contractual terms. Prior to the award of a contract, IHL may or may not negotiate some of the standard terms. A copy of IHL's standard contractual agreement is attached as Exhibit 1.
- B. Modifications to the RFP. RM reserves the right to modify the RFP at any time. Any modification will be communicated in writing to all entities which submitted an intent to propose (unless a specific proposer has withdrawn from the process). No oral communications will modify this RFP.
- C. RFP Cancellation or Proposal Rejection. IHL reserves the right to not select any proposal or to otherwise cancel this RFP process within its discretion.
- D. Withdrawal of Proposal. Any proposer may withdraw its proposal prior to October 26, 2015. Such withdrawal must be communicated in writing as set forth under section VI. of this RFP. Proposals which have been received by RM and not timely withdrawn before October 26, 2015, shall be firm offers and binding upon the proposer if accepted by the IHL Board Office.
- E. Single Contractor. IHL shall have a single contractor which shall be responsible for all deliverables specified in the RFP and proposal. Any intent by the proposer to utilize subcontractors or third parties in performing the services described in this RFP must be described in detail as an appendix, addendum, or exhibit to its proposal. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor or third party intended to perform the services. The prime Contractor shall be the single point of contact for all subcontracted or third party work. A subcontractor or third party may only be used if disclosed specifically in the proposal or if prior express written consent is later provided by RM.
- F. Award and Execution. IHL reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. All proposals shall be considered valid for acceptance for a time period of at least 120 days from the date of submission. IHL reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected proposer shall become part of any contract initiated by the IHL Board Office.

The proposer must accept the boilerplate contract provisions in their entirety as shown in Exhibit 1. Additions to the boilerplate provisions may be negotiated at the stage of best and final offers but before the award. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with its proposal additions to the contract terms that it wishes to negotiate. RM may negotiate for best and final offer(s) with the best proposer or best proposers.

- G. Cost of Preparing Proposals. IHL shall not be liable for any costs incurred by proposers in connection with participating in this competitive process. Costs associated with developing the proposal, preparing for oral presentations (if necessary), and any other

expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by IHL.

- H. Contract Terminations. The IHL Board Office may terminate the contract in its discretion, with or without cause, upon 30 days written notice. If IHL terminates the contract without cause, the proposer shall be entitled to its fee or compensation through the current policy year which was negotiated by the broker. However, to the extent that the policy was a multi-year policy, or to the extent the policy terms contained a renewal option, the broker shall not be entitled to payment for more than the one-year policy period, which for purposes of broker compensation shall end each year as of the annual anniversary of the policy's effective date.

If the broker is terminated for cause, the broker will be notified of that fact in writing, and compensation shall only be due through the date such notification is provided. The intent of this provision is that the broker be compensated for satisfactorily performed work during the policy period, on a pro-rata basis, up until the notification of termination.

The continuance of this contract is contingent upon the appropriation of funds to IHL. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, the contract shall terminate upon 10 days' written notice from IHL. If termination occurs due to non-appropriation of funds, the broker shall only be entitled to compensation on a pro-rata basis through the effective date of termination.

EXHIBIT 1

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
PROFESSIONAL PERSONAL SERVICES CONTRACT  
WITH INDEPENDENT CONTRACTOR

**Mississippi Board of Trustees of State Institutions of Higher Learning (IHL)  
Professional Personal Services Contract with Independent Contractor**  
(This contract must be attached to a completed Contract Approval/Routing Form prior to work commencing.)  
**IHL Contract Number:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Are you currently receiving a benefit from the Public Employees' Retirement System of Mississippi?** Yes  No   
If the answer is yes, individual must contact the Office of Human Resources (601.432.6134) to discuss eligibility of retirees to earn compensation from the IHL Executive Office prior to completing this form.

**U.S. Citizen:** Yes  No  If no, **Country of Citizenship:** \_\_\_\_\_ and **Residence:** \_\_\_\_\_  
If no, are you a non-resident alien? \_\_\_\_\_ **Visa Type:** \_\_\_\_\_ **Resident Alien:** \_\_\_\_\_  
**Incorporated:** Yes  No  **Small Business, Minority, Woman-Owned?** (Circle all applicable)

**U.S. Social Security Number or U.S. Federal Tax Identification Number:** \_\_\_\_\_

**STATEMENT OF WORK:**

IHL has determined that these services are essential and could not satisfactorily be performed by IHL Executive Office employees. Therefore, the Contractor noted above will perform the services and/or tasks as follows:

\_\_\_\_\_  
\_\_\_\_\_

**Contractor shall provide the following:** \_\_\_\_\_  
\_\_\_\_\_

(Please reference attachment if additional space required. Any attachment is incorporated into this contract.)

**Contract Begin Date:** \_\_\_\_\_ **Contract Completion Date:** \_\_\_\_\_

**CONSIDERATION AND COMPENSATION:** **Account to be Charged:** \_\_\_\_\_

**Rate of Pay:** (indicate hourly, daily, scheduled deliverables/tasks, total project, etc.) \$ \_\_\_\_\_  
*(If charged to a Corporation for National and Community Service Grant, consultant daily rate cannot exceed \$540.)*

**Payment Terms:** \_\_\_\_\_

**Services shall not exceed:** \$ \_\_\_\_\_ **Expenses shall not exceed:** \$ \_\_\_\_\_

**Nature of Expenses:** \_\_\_\_\_

**Signed original invoices** referencing the IHL contract number should be submitted to the following address:

Mississippi Board of Trustees State Institutions of Higher Learning  
Attention: IHL contact will be designated upon execution of contract.  
3825 Ridgewood Road  
Jackson, MS 39211-6453

**IHL EXECUTIVE OFFICE CONTACT:**

**Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Contractor Certification:** I understand I must submit a signed W-9 Form (available at the following link: <http://www.mississippi.edu/finance/downloads/fw9.pdf>). I agree to the terms noted above and to the general terms and conditions referenced in Appendix A. I am an independent Contractor for the IHL; therefore, the IHL is not liable for Social Security Contributions pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payments exceed \$600.

**Signature of Contractor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The Mississippi Board of Trustees Institutions of Higher Learning acceptance of contract:**

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

**Commissioner (or approved designee)**

**Mississippi Board of Trustees of State Institutions of Higher Learning  
Professional Personal Services Contract with Independent Contractor  
Appendix A-General Terms and Conditions**

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. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the IHL Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the IHL Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

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 shall provide proof of Comprehensive General Liability insurance, Errors and Omissions insurance, Worker's Compensation insurance and Commercial Auto Liability Insurance. Errors and Omissions coverage shall be maintained throughout the duration of this contract in a minimum amount of Five Million Dollars (\$5,000,000). The Contractor must provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, 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, and 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.
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,

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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. **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.
8. **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.

9. **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.
10. **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.



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- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.

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- 17. 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.
- 18. 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.
- 19. EMPLOYMENT VERIFICATION.** CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such.
- 20. 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 Mississippi Institutions of Higher Learning, Attention: Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS 39216 or to the CONTRACTOR by writing \_\_\_\_\_

\_\_\_\_\_

The parties agree to promptly notify each other of any change of address.

**Contractor signature when form is faxed** \_\_\_\_\_  
**Signature and Date (I agree to the terms of the contract included in pages 1 through 5)**