



REQUEST FOR PROPOSALS
PROPERTY INSURANCE BROKERAGE
AND ADVISORY SERVICES
JULY 22, 2020

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 \$12.2 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, equipment breakdown (including 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, 2020, to May 31, 2021, 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 \$12,204,860,715 consists of approximately \$8.5 billion in buildings insured, \$1.9 billion in contents or personal property, \$1.2 billion of business income, \$334.3 million of tuition income, and \$71.2 million of rental income insured. The premium for the 2020-2021 policy year is approximately \$7,993,745.

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 four-year agreement with a term from January 1, 2021, through December 31, 2025. IHL may require the broker to provide services through the policy year for any policy placed through the broker, but IHL may relieve the broker of those duties at such time as a different broker may be named the broker of record. Having one broker of record may be required to fully market the program to all insurers. The IHL Board Office reserves the right to enter an agreement for a lesser term if deemed advantageous for IHL. 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.

July 8, 2020 and July 15, 2020	RFP advertised
July 22, 2020	RFP released
July 31, 2020	Intent to propose and all questions from broker regarding the RFP due to IHL by 4:00 p.m. CDT
On or before August 14, 2020	Response to questions sent
September 11, 2020	Proposals due in RM office by 4:00 p.m. CDT
Week of September 21, 2020	On-site presentations, if deemed necessary at the discretion of RM
November 20, 2020	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 July 31, 2020. 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. **The intent to propose should not respond in detail to the below sections. The later submitted proposal will respond to all sections in detail.**
- 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 September 11, 2020. 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 July 31, 2020, 4:00 p.m. Central Daylight Time.

If mailing a CD or hard copy, address to:
Attn: Phil Cumberland
Mississippi Institutions of Higher Learning
Office of Property and Procurement
3825 Ridgewood Road,
Jackson, MS 39211

Please enclose 3 copies of your proposal if sending a hard copy.
If sending via e-mail, send to pcumberland@mississippi.edu

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 IHL 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 IHL 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. Current Experience. 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. Licensure. 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. Past Experience. 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. Conflicts. Broker must have no real or perceived conflict of interest in regard to its relationship with IHL.
- E. Insurance. The proposer must maintain the insurance specified in Exhibit 1 during the term of any contract awarded. The broker's insurance shall be primary and non-contributory to IHL's insurance. Proof of professional liability (errors and omissions)

coverage must be submitted with the proposal.

- F. Legal. 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. Primary Contact. List the name, title, mailing address, telephone number and email address of the contact person for this RFP response.
- B. Entity Information. 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. Entity Experience. 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. Staff Experience. 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. Scope. State your understanding of the scope of work required by IHL as presented in this RFP.
- F. Plan. 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. Analytics and Modeling. 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. Insurers. 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. Claims Advocacy. 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. Broker Accessibility. 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. Comparable Clients. 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 premium rate (specify if blended or excluding CAT wind and flood), 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. The premium must be for a policy that is currently in place and not yet expired.
- L. Positive References. 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, phone number, and email address of a contact person.
- M. Negative References. 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, 2018. 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. Conflicts of Interest.
 1. 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.
 2. List the name of any entity or person owning 10% or more of your organization.
 3. 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.
- O. Legal Reference. 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 \$500,000.
- P. Current Relationship. 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.

- Q. High Retention Structures. If you have assisted a client establish a property insurance program with a self-insured retention of \$2 million or more, describe that experience and state whether such a structure may be beneficial for IHL.
- R. Firm Offer. Confirm that your proposal is valid for 120 days.

X. SCOPE OF SERVICES

The selected broker is to act as the system's broker of record for property insurance. In your responses, 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.

- 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 IHL. 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 four-year term. Proposals are encouraged to propose a flat fee, being a not-to-exceed amount. If fees are based upon

a commission, percentage, or contingency, state a maximum or ceiling total dollar amount 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 2021-2022 through 2025-2026. 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.

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 legal 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 a flat fee, being a not-to-exceed amount. If fees are based upon a commission, percentage, or contingency, state a maximum or ceiling total dollar amount 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 20 points added to the totals from "A" through "C" above.

If IHL determines that 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 a presentation before a committee appointed by IHL. 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 cost 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 made finalist 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 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 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. IHL 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. 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 IHL. A submission by a consortium or partnership may be considered but must disclose a single point of contact.

- E. 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 (or may not) 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. IHL may negotiate for best and final offer(s) with the best proposer or best proposers.

- F. 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.
- G. 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.

- H. Post-Termination Duty of Cooperation. In the event of termination, whether through the

natural termination of the term or otherwise, the broker shall cooperate with IHL and any other broker identified by IHL for purposes of sharing IHL information and documents, as may be requested by IHL. The purpose of this provision is to ensure that a transition from one broker to another can be accomplished with minimal negative affects to IHL's program. Reasonable requests from IHL for documents and information directly related to IHL's program shall be provided without additional cost and within a reasonable time. Reasonable fees may be charged, if agreed to by IHL in advance, for any request from IHL which requires the creation of new work product to assist in such transition period.

IHL REQUEST FOR PROPOSALS
PROPERTY INSURANCE BROKERAGE

EXHIBIT 1

IHL STANDARD CONTRACTUAL TERMS

IHL STANDARD ADDENDUM

IHL OWNERSHIP INTEREST FORM

**Mississippi Institutions of Higher Learning (IHL)
IHL Executive Office
Professional Personal Services Contract with Independent Contractor**



(This contract must be attached to a completed Contract Approval/Routing Form prior to work commencing)

Contract Number: <input type="text"/>	(CONTRACTS ONLY)
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Contractor: _____ Phone No.: _____

Social Security Number/Federal Tax Identification Number: _____

Address: _____

City: _____ State: _____ Zip: _____

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 prior to completing this form.

U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, Country of Citizenship:</i> _____ <i>and Residence:</i> _____
Incorporated: <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, Resident Alien</i> <input type="checkbox"/> <i>Non-Resident Alien</i> <input type="checkbox"/> <i>Visa Type:</i> _____
	<input type="checkbox"/> <i>Small Business,</i> <input type="checkbox"/> <i>Minority,</i> <input type="checkbox"/> <i>Woman-Owned?</i>

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: (Reference attachment if more space is needed, attachments are incorporated in this contract.)

Contract Begin Date: _____ **Contract End Date:** _____

CONSIDERATION AND COMPENSATION: **Not to Exceed** _____
Note: Indicate hourly, daily, scheduled, deliverables/task, total project etc. **Rate of Pay** _____

Nature of Expenses:

Payment Terms:

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

IHL Executive Contact: Mississippi Board of Trustees State Institutions of Higher Learning
Name: _____ Attention: IHL contact will be designated upon execution of contract.
Phone No. _____ 3825 Ridgewood Road
Jackson, MS 39211-6453

Contractor must submit a signed W-9 Form (available at the following link): <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. The Contractor is 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 forward at the end of the calendar year if total payments exceed \$600.

- 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.** (Amended for the Property Broker RFP)

The Contractor shall provide proof of Professional Liability Insurance with minimum limits of \$5,000,000 per occurrence. The Contractor shall maintain workers' compensation coverage for its employees in such amounts as required by applicable laws. The Contractor shall maintain cyber liability insurance, including coverage for comprehensive breach response, with minimum limits of not less than \$3,000,000 per occurrence. Such insurance must be maintained with an insurer having a minimum AM Best Rating of A VIII or its equivalent, and such insurer must be authorized to provide such coverage in the State of Mississippi. Proof of coverage shall be mailed to: Office of Risk Management, IHL, 3825 Ridgewood Road, Jackson, MS 39209.

- 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. **DATA MIGRATION.** Upon expiration or earlier termination of the Agreement, Contractor agrees that IHL may elect to have Contractor migrate the data to an IHL computer at no cost, or for Contractor to provide the data to the IHL in another form which is acceptable to them, at no cost.
9. **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.
10. **CONFIDENTIAL INFORMATION.** The Contractor shall treat all IHL data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party except as provided for in this Contract without specific written consent of the IHL. The Contractor shall protect such personal and confidential information against unauthorized use, disclosure, modification or loss. This provision shall survive the termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of the Contract. Any breach of this provision may result in termination of the Contract and demand for return of all personal and confidential information. The Contractor agrees to indemnify and hold harmless the IHL for any damages related to Contractor's unauthorized use of personal or confidential information.

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.

11. **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.
12. **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.

- 13. INDEMNIFICATION.** 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
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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 cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

22. 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.

23. Contractor recognizes that IHL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of this contract that is not authorized by or inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is deleted.

24. IHL and Contract hereby accept the terms and conditions specified above and acknowledge that this contract constitute the entire agreement of the parties. After execution by both parties, the original of the agreement shall be kept and maintained at the offices of the IHL.

CONTRACTOR

INSTITUTIONS OF HIGHER LEARNING

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

COMPANY: _____

DATE: _____

DATE: _____

Mississippi Institutions of Higher Learning (IHL)
IHL Executive Office



IHL Standard Contract Addendum

This standard contract addendum between the Institutions of Higher Learning (IHL) and _____ (Contractor) entered into on _____, 20____, is an integral part of the contract. This addendum shall be incorporated into this contract and the following contractual terms take precedence over all parts of IHL's contracts:

1. IHL contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside the State of Mississippi is deleted.
2. IHL is an equal opportunity employer. Executive order 11246 requires that IHL do business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act, as amended. During the performance of any contract with IHL Contractor agrees to be bound by provisions of Section 202 of Executive Order 11246, as amended and Executive Orders 11701, 11625 and 11758.
3. The continuance of any IHL contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of IHL. Therefore, this contract is cancellable with thirty (30) days notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).
4. The Contractor is liable for all taxes. Mississippi Code of 1972 (as amended) Sections 27-65-1, et seq. and 27-67-1 et. seq. exempts IHL from state sales and use taxes. Likewise, IHL will not pay excise or personal property taxes and if the Contractor is liable for these, they should be taken into consideration in formulating pricing for the contract. It is the Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located (in the event of a lease) to determine possible taxing liabilities in connection therewith.
5. Any references to payment of attorney's fees by IHL are deleted. Any references to payment of liquidated damages by IHL are deleted.
6. Any references to IHL indemnifying or holding harmless the Contractor are deleted.
7. Any provisions limiting the timeframe upon which IHL can bring a suit are deleted.
8. Any references to IHL waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.
9. Any references to the IHL limiting remedies are deleted.
10. Any provisions giving the Contractor exclusive control over litigation are deleted.
11. All references to IHL being required to buy insurance are deleted. IHL is self-insured under the Mississippi Tort Claims Act and will not be required to purchase casualty and liability insurance. Any provision which requires IHL to name the Contractor as an additional insured is deleted.
12. Any references to IHL submitting to arbitration and/or mediation are deleted.
13. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the liability to IHL are deleted.
14. In the event that Contractor does not furnish products/services as agreed upon in the contract documents, IHL may terminate the contract immediately in its sole discretion or require the Contractor to make modifications as necessary to make the products/services satisfactory. This is to be done at Contractor's expense.
15. IHL will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that

requires IHL to pay Contractor any late charges are governed by Mississippi Code of 1972 (as amended) Sections § 31-7-305.

- 16. This agreement may be terminated at any time, for any reason, by either party on thirty (30) days written notice.
- 17. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.
- 18. IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code of 1972 (as amended) § 25-61-1, et seq. and the Mississippi Accountability and Transparency Act of 2008, Mississippi Code of 1972 (as amended). § 27-104-151, et seq.
- 19. Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), 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/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller 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/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller 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 cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
- 20. Any provision penalizing the IHL for hiring an employee who works for the Contractor is deleted.
- 21. Upon expiration or earlier termination of the Agreement, Contractor agrees that IHL may elect to have Contractor migrate the data to an IHL computer at no cost, or for Contractor to provide the data to the IHL in another form which is acceptable to them, at no cost.
- 22. Contractor recognizes that IHL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of this contract that is not authorized by or inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is deleted.

CONTRACTOR

INSTITUTIONS OF HIGHER LEARNING

BY: _____
(Original Signature of Principle or General Agent)

BY: _____
(Original Signature of Authorized Representative)

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

COMPANY: _____

DATE: _____

Mississippi Board of Trustees of State Institutions of Higher Learning (IHL)

CERTIFICATION OF OWNERSHIP INTEREST IN CONTRACTOR

I. Submission Information (Section I. A. through C. is to be completed by the UNIVERSITY prior to sending to the Contractor. Section I.D. is to be completed by the CONTRACTOR.)

A. Institution/University Name:	System		
	<i>Month</i>	<i>Day</i>	<i>Year</i>
B. Submission Date:	October	1	2020
C. Agenda (Month/Year):	November	16	2020
D. Contractor's Legal Name:			

II. Submitted for the following Board Committee (Section II is to be completed by the UNIVERSITY prior to sending to the Contractor.)

<input checked="" type="checkbox"/>	Budget, Finance and Audit
<input type="checkbox"/>	Real Estate
<input type="checkbox"/>	Other (specify)

III. List of Owners (Sections III and IV are to be completed by the CONTRACTOR.)

The following is a listing of all individuals and other entities that have a financial interest of 10% or more in the ownership of the above named contractor:

The following is a listing of all parent companies of the above named contractor that have a financial interest of 10% or more in the ownership of the contractor:

IV. Certification

The undersigned certifies that he/she is a lawful official representative of _____ (insert legal name of contractor as noted above) and further certifies that the above is a listing of all individuals, other entities, and parent companies that have a financial interest of 10% or more in the ownership of the Contractor.

Name of Contractor Representative:	
Title of Contractor Representative:	
Signature:	
Date:	