

**STATE OF MISSISSIPPI  
REQUEST FOR PROPOSAL**

**RFP Number 3120001001**

**TITLE:** Professional Testing Organization to Administer Mississippi Insurance Licensing and Bail Bond Exams

**USING DIVISION:** Licensing  
**ISSUE DATE:** January 9, 2017  
**ISSUING AGENCY:** Mississippi Insurance Department

Sealed Proposals subject to the conditions made a part hereof will be received until 4:00 p.m. CST, Thursday, February 16, 2017, for furnishing goods and services described herein.

**IMPORTANT NOTE:** Indicate the RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above. All proposals must include one (1) original, one (1) cd or usb flash drive labeled “public” which does not contain any information labeled trade secret or confidential, and six (6) hard copies directly to the Mississippi Insurance Department at one of the following addresses:

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS</u></b>
RFP NO. 3120001001	RFP NO. 3120001001
Mississippi Department of Insurance	Mississippi Department of Insurance
Attention: Wanda Magers Licensing Director	Attention: Wanda Magers, Licensing Director
PO Box 79	501 N. West Street, Suite 1001
Jackson MS 39205-0079	Jackson MS 39201

Proposals should be submitted by paper. However one copy of the complete proposal including all sections in Microsoft Word Format with Exhibits in Microsoft Word or portable document format (PDF) to the following address: [RFPSubmittals@mid.ms.gov](mailto:RFPSubmittals@mid.ms.gov). This RFP is available electronically on the Mississippi Insurance Department Website at <http://www.mid.ms.gov> and may be obtained by selecting Open RFPs.

Please direct all inquiries regarding RFP requirements to Wanda Magers, Director of Licensing at one of the addresses shown above or at 601-359-2544.

<b>ACTIVITY</b>	<b>DATE/DEADLINE</b>
Issue Request for Proposals	Monday, January 9, 2017
Deadline for Written Questions Due	Monday, January 23, 2017 by 4:00 p.m. CST
Response to Questions Posted on Website	Monday, January 30, 2017 by 5.00 p.m. CST
Bid Submittals Due	Thursday, February 16, 2017 by 4:00 p.m. CST
Bid Opening	Friday, February 17, 2017 at 10:00 a.m. CST Woolfolk State Office Building, Suite 1001
Award Announcement	Tuesday, February 28, 2017
Effective Date of Contract	Saturday, July 1, 2017

## **REQUEST FOR PROPOSALS**

### **PROFESSIONAL TESTING ORGANIZATION TO ADMINISTER MISSISSIPPI INSURANCE LICENSING AND BAIL BOND EXAMS**

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## SECTION I

### PROPOSAL PREPARATION

#### MISSISSIPPI INSURANCE DEPARTMENT (MID) RFP CHECKLIST

RFP Response Checklist: These items should be included in your response to RFP No. 3120001001

\_\_\_\_\_ 1) Indicate the RFP number on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above. The submission should include one (1) original complete Proposal with six (6) hard copies and one (1) cd or usb flash drive labeled “public” which does not contain any information labeled trade secret or confidential information. Also, submit one electronic copy of the complete proposal including all sections in Microsoft Word format with Exhibits in Microsoft Word or portable document format (PDF) to the following address: [RFPSubmittals@mid.ms.gov](mailto:RFPSubmittals@mid.ms.gov).

\_\_\_\_\_ 2) Submission Cover Sheet, signed and dated.

\_\_\_\_\_ 3) Proposal Bond, if applicable

\_\_\_\_\_ 4) Proposal Exception Summary, if applicable

\_\_\_\_\_ 5) Vendor response to RFP Questionnaire

\_\_\_\_\_ 6) Corporate Background and Experience

\_\_\_\_\_ 7) Financial Statement

\_\_\_\_\_ 8) Project Staffing and Organization

\_\_\_\_\_ 9) Technical Approach

\_\_\_\_\_ 10) Cost Proposal

\_\_\_\_\_ 11) Location of Service Contracts will be Performed

\_\_\_\_\_ 12) References

\_\_\_\_\_ 13) Submittal letter

## SECTION I

### SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your Proposal. This person should also be the person the Mississippi Insurance Department (MID), should contact for questions and/or clarifications.

Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Address \_\_\_\_\_ Fax # \_\_\_\_\_  
\_\_\_\_\_ E-mail \_\_\_\_\_  
\_\_\_\_\_

The representations and information in this Proposal are true and correct as of the date of the Proposal. The submitting person or entity represents that it is ready and able to execute a contract if a contract is awarded based on this Proposal. This Proposal shall remain firm and be valid through the date of the contract resulting from this RFP if awarded. The submitting person or entity understands that MID will enter contract negotiations with the winning Vendor and that required contractual provisions as contained in the RFP are non-negotiable.

The undersigned represents that the only person or persons, entities, or parties, interested in the Proposal as principals are named in this proposal. This Proposal is made without collusion with any other person, persons, company or parties submitting a Proposal. This Proposal is in all respects fair and made in good faith without collusion or fraud. If the submitting party is a business entity, the undersigned has full authority to bind the entity in a contract with MID.

The submitting person or entity acknowledges that a material false statement in or omission from this Proposal and all material submitted with this Proposal may cause rejection of the Proposal or the withholding of a contract, or may constitute a breach of an awarded contract.

Subject to acceptance by MID, the Respondent acknowledges that by submitting a Proposal and signing in the space indicated below, the Respondent is contractually obligated to comply with all items in this Request for Proposal (RFP) except those listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Respondent is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Respondents who sign below may not later take exception to any point during contract negotiations. The Respondent further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this Proposal and is registered with the Mississippi Secretary of State to do business in the state of Mississippi.

\_\_\_\_\_/\_\_\_\_\_  
**Original signature** of Officer in Bind of Company/Date

Name \_\_\_\_\_

Title \_\_\_\_\_

Company name \_\_\_\_\_

Physical address \_\_\_\_\_

State of Incorporation \_\_\_\_\_

### **CONFIGURATION SUMMARY**

The Respondent must provide a summary of the main components of the goods and services offered in this Proposal using 100 words or less.

### **GENERAL INFORMATION**

The Mississippi Insurance Department (“MID”), is seeking proposals from interested and qualified professional testing organizations to administer license examinations for insurance agents, insurance adjusters, and bail bondsmen to test for minimum competency for entry into the insurance business or bail bonding business.

In order to submit a complete and concise response to this Request for Proposal (RFP), the Respondent is expected to thoroughly read and understand the program as described throughout this RFP.

The agreement(s) entered into pursuant to this RFP will be for a one (1) year term beginning July 1, 2017, subject to termination by either party with proper notice in accordance with the terms of the executed agreement. Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the Contract may be renewed by the MID for a period of three (3) successive one-year periods under the same prices, terms, and conditions as in the original

contract. The total number of years permitted under this contract shall not exceed four years. The fees charged by the test vendor will be fixed for the entire period of the agreement.

The evaluation team will be comprised of State representatives. As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to the state as determined upon consideration of such factors listed in Part 6 of this RFP.

The terms “Respondent”, “Contractor” and “Vendor” are referenced throughout this RFP. Generally, references to the “Respondent” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” and “Vendor” denotes the role assumed, post-award, by the winning Respondent. Additionally, the terms “State of Mississippi,” “State” or “MID” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Respondents throughout these specifications.

**No State funds will be used for the insurance producer, insurance adjuster and bail bond examinations. All costs associated with the program will be recovered by the Respondent from candidates seeking licensure. The program of examination administration as outlined in this RFP shall be without cost to MID.**

**SECTION II**  
**RFP PROPOSAL**  
**PART 1.**

**SOLICITATION; DESCRIPTION OF SERVICES; QUALIFICATIONS.**

**1.1 Solicitations of Proposals.** The Mississippi Insurance Department (“MID”), a department of the state government of Mississippi, is responsible for licensing and regulating insurance agents, insurance adjusters, and bail agents who conduct business in Mississippi. Mississippi law requires each applicant to pass a written examination, unless the applicant is exempt under a provision of state law.

MID wishes to receive proposals from Respondents to provide job related, valid, and legally defensible examinations for insurance and bail bond licensure applicants in this State. Further, MID seeks opportunities for time and cost savings by avoiding unnecessary duplication of administrative efforts in the handling of applications and in the entry of data to the computer system now used by MID.

Therefore, MID solicits proposals from qualified Respondents to enter into a contract with MID to furnish the Services described in this Request for Proposal (RFP) during the period beginning on, and ending on, and for any renewal period as agreed to by the parties upon providing 90 (ninety) days’ notice prior to contract termination date as outlined in the proposed contract. If selected, the Respondent and MID shall negotiate and execute a contract.

**1.2. Description of Services.** The following Services shall be provided under a contract awarded as a result of this RFP:

**1.2.1.** The selected Respondent will provide license administrative services on behalf of MID for insurance producer, insurance adjuster and bail agent licensees. These license administrative services will include the creation of job related, valid, and legally defensible examinations for applicants in this State; giving said examinations in a proctored environment; and entering the examination result data into the computer system now used by MID.

**1.2.2.** The examinations shall be for three (3) different types of licenses: insurance producer, insurance adjuster and bail bondsmen.

**1.2.2.01.** Insurance Producer.

- Currently the test vendor tests for the following insurance license types: Life Producers, Accident & Health Producers, Life Accident & Health Producers,



Property Producers, Casualty Producers, Property & Casualty Producers, Personal Lines Producers, and Industrial Fire Producers.

- Statistics for the past three (3) years indicate that approximately 3200 individuals completed first time insurance examinations.
- Statistics for the past three (3) years further indicate that approximately 50% take the test more than once.
- An insurance producer examination candidate guide is not currently available.

**1.2.2.02. Insurance Adjuster.**

- Currently the test vendor tests for the following insurance adjuster license types: Independent Adjusters, Public Adjusters, and Workers Compensation Adjusters.
- Statistics for the past three (3) years indicate that approximately 327 individuals completed first time insurance examinations.
- Statistics for the past three (3) years indicate that approximately 50% take the test more than once.
- An insurance adjuster examination candidate guide is not currently available.

**1.2.2.03. Bail Bondsman.**

- Currently the test vendor tests Professional Bail Agents, Soliciting Bail Agents and Bail Enforcement Agents.
- Statistics for the past three (3) years indicate that 326 individuals completed the bail bond examination.
- The bail bond examination candidate guide is not currently available.

**1.2.3. Develop Questions for the Examinations**

**1.2.3.01.** Examination content is based upon the specific insurance lines of authority, on the Mississippi Pre-licensing Education materials, Mississippi Insurance Statutes and the Administrative Code. For Insurance Producer examinations, the examination content must also be based upon the specific insurance line of authority of the license. The selected Respondent would be expected to provide quality examination questions which would properly, adequately and fairly reflect the knowledge necessary for licensed Mississippi insurance producers and adjusters.

**1.2.3.02.** Examination items must be approved by MID prior to their use in examinations. MID shall have on-line access to all approved examination items at all times. Security of the items through the on-line access must be provided to MID.

**1.2.3.03.** Each Respondent shall give a full and complete explanation of its data bank of questions for examination and its methods of developing questions and examinations. The Respondent must utilize a test development and review process, which assures the relevance of each question. It also must employ methods of psychometric review, which provide reasonable assurance of the validity and reliability of each examination. The insurance examinations are to be developed in accordance with Equal Employment Opportunity Commission requirements and the Standards for Educational and Psychological Testing. In addition, the job analysis of insurance agents, insurance adjusters, and bail agents must be conducted by the Respondent.

**1.2.3.04.** MID personnel and/or industry representatives appointed by the MID shall be included on Advisory Committees or similar working groups which may be established by the Respondent in support of the program. The Respondent shall specifically agree to pay the reasonable costs of any travel and subsistence of the MID's personnel/representatives. The Respondent shall specify the number of items within the item bank for each examination.

**1.2.3.05.** The Respondent will need to conduct a review of all items for the major licenses on an annual basis and on a schedule determined by MID for the limited lines licenses. The Respondent will agree to make changes when statutory changes impact the examinations.

#### **1.2.4. Give Examinations**

**1.2.4.01.** The Respondent will be responsible for establishing test locations throughout Mississippi. Each examination must be available five (5) days a week at the permanent test centers with Saturday being one of the five days, or the Respondent must demonstrate that its facilities and availability of examination will provide equivalent examination opportunities and convenience to candidates. At least six (6) permanent test centers will be maintained at locations approved by MID. The Respondent may make available other test locations deemed necessary by MID. Examinations at temporary locations must be administered on Saturday. Upon request of the applicant, examinations can be offered in paper format.

**1.2.4.02.** Candidates must be able to pre-register for the examinations and the Respondent must be able to register multiple candidates with one payment by Automated Clearing House (ACH) or credit card. Candidates must be able to pre-register electronically.

**1.2.4.03.** MID allows non-resident adjusters that reside in states that do not license adjusters to designate Mississippi as their home state for licensing purposes. These non-resident adjusters are required to complete the same initial examination requirements for licensure as initial resident adjusters. As such, the Respondent must provide out of state testing for out of state insurance adjuster applicants in which there is a requirement for an examination for an insurance license.

**1.2.4.04.** The applicant's social security number will be collected to register the applicant and provided to the Respondent during the examination authorization process. The Respondent must have the ability to keep the applicant's social security number and other personally identifiable information confidential and secure.

**1.2.4.05.** The Respondent must comply with the Federal Americans with Disabilities Act (ADA) in administering the examinations and in the facilities used. In addition, security and monitoring procedures are to be in place at all test locations. The Respondent shall describe the test operation, personnel, procedures, and shall describe how examination administration will be monitored, both audibly and visually.

#### **1.2.5. Scoring of Examinations.**

**1.2.5.01.** The Respondent must score and report all examination answer sheets in accordance with the passing requirements established by MID. Respondent will also assist in establishing passing score. The Respondent shall provide MID with a method for determining the passing score, which has to be legal and defensible.

**1.2.5.02.** The Respondent must provide immediate score reporting to MID.

**1.2.5.03.** The Respondent must provide monthly statistical reports and ad hoc statistical reports to MID on request.

**1.2.5.04.** The Respondent must have security measures in place to prohibit fraudulent issuance of licenses.

**1.2.5.05.** The Respondent is responsible for any expenses associated with any errors made by the Respondent in giving an inaccurate score.

**1.2.5.06.** The Respondent is responsible for quality control procedures such that examinations are scored correctly.

#### **1.2.6. Security of Examinations and Items.**

**1.2.6.01.** There must be a minimum of three (3) examinations in use at all times. All versions of the examination should be comparable in difficulty; there may be scrambled versions of the same examination.

**1.2.6.02.** Describe the system of security for the examination questions and for test center security. Also, indicate the methods used by the Respondent to provide security in transmission of test results to MID, to insurance companies, and/or candidates. Security violations must be reported to MID.

**1.2.6.03.** Describe the system for disaster recovery of candidate records for minor, major and catastrophic events.

### **1.2.7. Provide Reports and Statistics**

**1.2.7.01.** MID will require electronic statistical reports of number of registrants, number of individuals who pass, fail or retest, psychometric examination statistics, and demographics for examinees. The Respondent will send to MID in an electronic format a copy in paper form of each candidate's score report.

**1.2.7.02.** The Respondent will provide corollary support which includes such services as providing monthly, quarterly and annual statistical reports regarding examinees, pre-licensing schools, and funds collected on behalf of MID, as well as preparing the candidate information booklet. MID will provide business rules for report requirements.

### **1.2.8. Notify MID, Companies and Applicants of Examination Results.**

**1.2.8.01.** Examination results for all applicants must be received electronically by the computer service utilized by the MID within two (2) working days of each examination date.

**1.2.8.02.** Examination results and demographic data for passing candidates and disqualified candidates must be in an electronic format.

**1.2.8.03.** Examination results for applicants must be received electronically; however, if the examination was taken by the applicant in a paper format, the examination results must be provided to the applicant within two (2) working days of the examination date.

### **1.2.9. Assure Legal Requirements**

**1.2.9.01.** MID will require assurance that all examinations will be of high quality and legally defensible under the Equal Employment Opportunity Commission uniform guidelines for examinations.

**1.2.9.02.** Any Respondent will be expected to pay for and participate in the defense of any legal challenges to its examinations.

**1.2.10. Develop Limited Lines Tests.** In addition to Producer examinations, MID also tests for Adjusters and for miscellaneous other lines of insurance (Limited Lines tests). The Respondent will be required to assist in developing an examination of quality for each of these additional lines of insurance and any other license that might be added in the future that requires an exam.

### **1.3. License Administration.**

**1.3.1. Candidate Information Booklet.** The Respondent will provide separate candidate information and, also describe the procedure for developing and changing the information booklet. The information booklet would be made available, without charge, to MID, educational providers and the candidates. The Respondent will furnish samples of various administrative forms, which would be used in operation of the program.

#### **1.3.2. Examination Data.**

**1.3.2.01.** The Respondent will be responsible for creating a record on all applicants, maintaining this record, and transmitting this record on all applicants electronically to the computer service utilized by the MID. In addition, the Respondent should be prepared to furnish in a timely manner on request any written and electronic copies of individual applicant files and lists of all applicants by mail as may be required.

**1.3.2.02.** The Respondent will retain a permanent data record of test records for all candidates in accordance with the MID Records Retention schedule.

**1.3.2.03.** The Respondent will establish a system that allows for qualified non-passing applicants to retest.

#### **1.3.3. Develop Computer Program.**

**1.3.3.01.** The Respondent will develop any computer programs necessary to provide for administration of this system, reporting of records and results to MID and ensuring compliance with the MID Records Retention schedule.

**1.3.3.02.** The Respondent shall develop a program which complies with the following: current Pre-licensing guidelines, Mississippi Code and amendments, Administrative Code and amendments, MID business rules, industry standards, and any computer service utilized by the MID and NAIC systems and standards. In addition, the Respondent shall develop a partnership with third party vendors as needed to ensure the contractual obligations with MID are met.

**1.3.3.03.** Respondent shall comply with MID's preferred method for all matters involving the system interfaces. At any time MID may require additional interfaces as new technology and laws develop. The Respondent shall comply with all future interface requirements for implementation of State laws, new technology and revised business rules.

**1.3.3.04.** The Respondent is responsible for configuring computer hardware and software. The program must be capable of transmitting examination data from the Respondent's offices to any other system utilized by the MID.

**1.3.3.05.** The Respondent shall furnish any equipment which may be needed by MID in order to achieve efficiency in the transmission of data.

**1.3.3.06.** The Respondent shall coordinate with the system utilized by the MID to recognize changes to data architecture, dictionaries and access methods.

**1.3.3.07.** The Respondent shall provide a list of system outages lasting more than 24 hours during the previous 24 months, noting planned vs. unplanned outages, problems and the fix.

**1.3.3.08.** The Respondent shall address unplanned downtime with notification to MID within two (2) hours.

**1.3.3.09.** The Respondent shall address unplanned downtime notification to MID and third parties as defined by MID.

**1.3.3.10.** In the event a system problem occurs, Respondent shall be prepared to implement a manual work around.

**1.3.3.11.** The Respondent shall notify MID staff within 24 hours by email or telephone of system problems, data transfer issues which include action taken, status of ticket priority, and time necessary to put the corrective action in place.

**1.3.3.12.** The Respondent shall allow for MID and MID staff to access examination data information in response to Commissioner, senior staff, or Mississippi Legislative requests within two (2) business days of request.

**1.3.3.13.** The Respondent shall provide user documentation training manuals, administrative procedures, and overview of technical specifications.

**1.3.3.14.** The Respondent shall agree for MID to post user documentation on MID's shared drive for easy access for MID employees.

**1.3.3.15.** The Respondent shall provide in response to the RFP the formal security measures taken to protect Department property, data, funds and files.

**1.3.3.16.** The Respondent shall provide notification procedures pursuant to the State's identity theft laws. The Respondent shall provide a notification of unauthorized access, suspicious activity detailed report of activity and possible effects.

**1.3.3.17.** The Respondent shall comply with the Record's Retention policy of MID and shall adjust accordingly when the Record's Retention policy is updated.

**1.3.3.18.** The Respondent shall provide in response to the RFP a business continuity plan and disaster recovery plan.

**1.3.3.19.** The Respondent shall provide in response to the RFP a training plan for implementation of its program with Mississippi Education providers, identifying instructors, curriculum, objectives and schedules. This plan shall include collaboration and coordination between pre-licensing providers and Respondent.

**1.3.3.20.** The Respondent shall store data allowing for easy access and retrieval.

**1.3.3.21.** The Respondent shall provide an off-site backup for electronic application data.

**1.3.3.22.** The Respondent shall provide a system for prioritizing requests.

**1.3.3.23.** The Respondent shall interface with several external systems and shall send data as specified by the external entities in various formats and through different communication methods per business rules of MID. Outgoing/incoming interfaces are currently Sircon/Vertafore and NIPR. As of this time MID interfaces are Microsoft Internet Explorer and Google Chrome Browser software. The Respondent shall update interfaces as needed based on business rules or third party vendor changes.

**1.3.4. Provide Information.** On all working days the Respondent must provide information by letter, e-mail or telephone to candidates who have questions or complaints concerning the examination process. The Respondent will provide to MID full and complete information concerning applicants and/or the examining process during all normal working hours. The Proposal must describe your organization's services to meet this requirement. In addition, the Respondent should be prepared to furnish, on request, written copies of individual applicant files and lists of all applicants by mail as may be required.

#### **1.3.5. Customer Service.**

**1.3.5.01.** The Respondent must have customer service business rules and quality control procedures in place for candidate reservation and information dissemination regarding Mississippi programs to candidates at the reservation center. The Respondent must have business rules in place at the testing locations addressing information dissemination regarding Mississippi programs, disqualified applicant, and prerequisite licensure requirements in Mississippi. The Respondent must advise MID of any programming or resource issue which may have a negative impact on customer service within 48 hours of occurrence. The business rules for the reservation center and the test locations are to be included in the Proposal.

**1.3.5.02.** The Respondent shall conduct annual meetings via webinar with pre-licensing providers authorized to conduct pre-licensing classes. During the first year of this contract, the Respondent shall conduct these meetings in person and via webinar specifically to introduce the Examination Administrator's program and procedures approved by MID. One or more representatives from MID will participate in these meetings.

#### **1.3.6. System and Business Rule Changes.**

**1.3.6.01.** The Respondent must be able to fully implement all components necessary to process examination business functions via an electronic method. The Respondent is responsible for configuring computer hardware and software for access to the web based application to conform to current Sircon/Vertafore systems and



applications. The Respondent shall support the MID's producer licensing systems interfaces and any other third parties and shall coordinate with MID to define in detail the interface requirements.

**1.3.6.02.** Respondent shall comply with MID's preferred method for all matters involving the system interfaces. At any time MID may require additional interfaces as new technology and laws develop. The Respondent shall comply with all future interface requirements for implementation of State laws, new technology and revised business rules.

**1.3.6.03.** The Respondent shall conform to Sircon/Vertafore information sharing requirements and follow business rules established by MID.

**1.3.6.04.** The Respondent shall coordinate with Sircon/Vertafore to recognize changes to data architecture, dictionaries and access methods.

**1.3.6.05.** In addition, the Respondent must be able to accommodate process changes due to updates to statutes and administrative code, complaint handling, enforcement case management, revenue management, NAIC systems and standards, and future NAIC licensing initiatives as applicable. The Respondent shall be able to implement changes within thirty (30) days of statute or administrative rule change, third party/vendor/government agencies, complaint handling, etc. Any other system or process changes shall require the Respondent to implement within ninety (90) days.

**1.3.6.06.** The Respondent must provide for an applicant to register and pay fees electronically.

**1.3.7. Communications to Licensees, Companies and other Industry.** Respondent shall obtain approval from MID for all correspondence to licensees for individual notices and mass notification/announcements.

#### **1.4. Costs.**

**1.4.1. Respondent Fees.** The Respondent's fees shall be established for the contract period. Thereafter, if the Parties agree to extend the contract, the Respondent shall notify MID in writing at least 120 days prior to renewal of any anticipated fee changes. MID will have to approve any fee change. Please provide information concerning fees as follows:

- Respondent's examination fee for pre-registered insurance producer applicants; insurance adjuster applicants; and bail agent applicants.

- Penalties for cancellation of examination registration or for failure to appear for a registered appointment.
- Any other costs or fees individually described and enumerated.
- Reimbursement of fees or expenses to candidates when Respondent makes an error.

Program costs will be paid by fees collected by the Respondent from candidates.

No State funds will be used for the insurance producer, insurance adjuster and bail bond examinations. All costs associated with the program will be recovered by the Respondent from candidates. The program of examination administration as outlined in this RFP shall be without cost to MID.

### **1.5. Contractual Terms.**

The Respondent selected under this RFP must agree to enter into contractual negotiations with MID. Any contract issued pursuant to this RFP must include the minimum terms and conditions provided in Part 3 of this RFP. Other terms and conditions may be added during contractual negotiations.

**1.6. Prohibited Communications.** From the issuance date of this RFP through the date the contract is awarded, each Respondent is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the State Legislature and/or governor's office), or private entity, and the communication discusses the content of Respondent's Proposal or qualifications, the contents of another Respondent's proposal, another Respondent's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that has the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. Respondents not in compliance with this provision shall be disqualified from contract award, unless it is determined that the best interest of the state would not be served by the disqualification. Only the discussions, communications or transmittals of information authorized by the issuing agency in this RFP or general inquiries to the purchaser regarding the status of the contract award are exempt from this provision.

## PART 2

### PROPOSAL OF RESPONDENT

**2.1. Responsiveness.** The Proposal must be responsive to all requirements set forth in this RFP and prepared in the form described in Part 4. A proposal determined by MID to be non-responsive shall be rejected and shall not be considered for a contract award.

**2.2. Unacceptable Terms or Conditions.** A proposal containing terms, conditions or qualifications deemed unacceptable to the MID may be rejected as non-responsive.

**2.3. Required Content.** To be responsive, a proposal must include, but is not limited to inclusion of, the following information:

**2.3.1. Corporate Background and Experience.** This section shall include background information on the organization and should give details of experience with similar projects. A list of references (including contact persons and telephone numbers) for which similar work has been performed shall be included and the list shall include all similar contracts performed by the Respondent in the past five (5) years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed, if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's Proposal. The evaluators may check all public sources to determine whether Proposal has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating the Respondent's Proposal.

**2.3.2. Financial Statement.** Financial statement information is required of all Proposals, whether publicly or privately held. This information must be submitted in a hard copy format (internet links are not acceptable). The Proposal shall provide one of the following types of financial information:

**2.3.2.01. Audited, reviewed, or compiled financial statement.** Recent audited, reviewed, or compiled financial statement which must be audited, reviewed, or compiled by an independent certified public accountant ("CPA"). The financial statement shall include, at a minimum, a statement of financial position, statement of operations and a statement of cash flows.

**2.3.2.02. Audited consolidated financial statement.** Recent audited consolidated financial statement of the Respondent's parent or related corporation/business entity shall be considered, if: (1) the Respondent's actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; and/or (2) the parent or related corporation/business entity provides the MID with a document wherein the parent or related corporation/business entity will be financially responsible for the Respondent's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria, or the Respondent's failure to provide one of the acceptable financial information items listed above may result in the rejection of the Respondent's Proposal and rejection is more likely to occur if other Respondents provide financial documentation in compliance with the foregoing provisions. Respondents are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations. If the Respondent wishes to assert that certain financial information, statements and/or documents provided in response to this proposal requirement is a confidential Trade Secret, the Respondent shall mark the financial information, statements and/or documents "confidential."

**2.3.3. Project Organization.** This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. The Respondent shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

**2.3.4. Technical Approach.** This section shall include, in narrative, outline, and/or graph form the Respondent's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**2.3.5. Cost Proposal.** The Cost Proposal shall be submitted in a separate, sealed package, one (1) original and six (6) copies. The Respondent's fees shall be established for a period of one (1) year term with the possibility of renewal by the MID for a period of three (3) successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of years permitted under this contract shall not exceed four years. The fees charged by the test vendor will be fixed for the entire period of the agreement.

The Cost Proposal must include the following information:

- Respondent's examination fee for pre-registered insurance producer applicants; adjuster applicants; and bail agent applicants.
- Penalties for cancellation of examination registration or for failure to appear for a registered appointment.
- Any other costs or fees individually described and enumerated.
- Reimbursement of fees or expenses to candidates when Proposal makes an error.

**2.3.6. Identification.** The Proposal must contain: the Respondent's correct name, mailing address, physical address if different from the mailing address, telephone numbers(s), facsimile number(s), electronic mail address(es), Federal Employer Identification Number if Respondent is a business entity, or Social Security Number if Respondent is an individual or sole proprietorship.

**2.3.7. Contact Persons.** The Proposal shall contain the names, titles, telephone and facsimile numbers, and electronic mail address(es) of not less than two (2) individuals designated as the Respondent's contract persons for purposes of the Proposal. Each designated individual must be authorized to respond to questions from the MID.

**2.3.8. Authority to Transact Business.** If the Respondent is a non-Mississippi business entity, the Proposal shall affirmatively state that the Respondent has qualified or registered, as appropriate, through the Mississippi Secretary of State to transact business in Mississippi as of the proposed date.

**2.3.9. Agreement to Contract.** The Proposal shall include an unconditional agreement to enter into negotiations for a fixed-price contract with MID, within the time specified in the notice of award if Respondent is notified of a contract award.

**2.3.10. Cancellations.** The Proposal must include a list of all contracts that Respondent executed or accepted for licensing examination services within the two (2) years preceding the proposal date and that were canceled or terminated by any state agency or other entity prior to completion. If applicable, the Proposal must include a detailed explanation for each such cancellation or termination and the final resolution of the matter. The Proposal must include the names, telephone and facsimile numbers, and electronic mail address(es) of each such agency's or entity's contact individual with knowledge of the cancellation and the reasons for the cancellation.

**2.3.11. Administrative Action; Litigation.** The Proposal must specify whether during the two (2) years preceding the proposal date, the Respondent, including any parent or subsidiary business entity and/or office location, has been involved in any administrative proceeding or litigation with any federal, state, or other governmental entity. If applicable, the Proposal must

set forth the style and case number of the proceeding, the jurisdiction in which the proceeding is or was pending, a description of the issues and a description of the resolution or current status if still pending as of the proposal date.

**2.3.12. Conflicts or Potential Conflicts of Interest.** The Proposal must identify any conflicts or potential conflicts of interest of Respondent or Respondent's employees who will or may provide services under any contract resulting from this RFP. The Proposal must acknowledge the Respondent possesses the necessary independence in the provision of Services under the contract notwithstanding any disclosed existing or potential conflicts of interest.

**2.3.13. Warranties.** The Proposal shall include the following:

**2.3.13.01.** Respondent warrants that neither Respondent nor any person or entity that will participate financially in the contract has received compensation from MID for participation in preparation of the RFP and any resulting contract.

**2.3.13.02.** Respondent warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this RFP and any resulting contract.

**2.3.13.03.** Respondent warrants that it is not currently delinquent in the payment of any taxes owed the State of Mississippi.

**2.3.13.04.** Respondent warrants that neither Respondent nor anyone acting for Respondent has directly or indirectly communicated Respondent's Proposal or contents thereof to any competitor or any other person engaged in the type of business described in this RFP, has colluded or conspired with any other respondent in devising proposals in response to this RFP, or has otherwise violated the antitrust laws of Mississippi or the Federal antitrust laws in connection with Respondent's Proposal.

**2.3.14. Other information.** The Proposal may contain such information not specifically required by this RFP as the Respondent may elect to submit for the MID's consideration.

**2.3.15. Proposal Bonds.** A Proposal Bond is not required for this procurement.

**2.3.16. Prohibited Communications.** From the issuance date of this RFP through the date the contract is awarded, each Respondent is prohibited from having any communications

with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the State Legislature and/or governor's office), or private entity, and the communication discusses the content of Respondent's Proposal, the contents of another Respondent's proposal, another Respondent's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that has the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. Respondents not in compliance with this provision shall be disqualified from contract award, unless it is determined that the best interest of the state would not be served by the disqualification. Only the discussions, communications or transmittals of information authorized by the issuing agency in this RFP or general inquiries to the purchaser regarding the status of the contract award are exempt from this provision.

**2.3.15. Acknowledgement of Amendments.** Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and the date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by the MID at the time and at the place specified for receipt of bids.

**2.3.16. Certification of Independent Price Determination.** The Respondent certifies that the prices submitted in response to the RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor related to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

## PART 3

### REQUIRED CONTRACTUAL PROVISIONS

Any Respondent must be agreeable to the contractual provisions listed below in order to be awarded the contract under this RFP. The following are minimum terms and conditions of the contract. Others may be added at a later time.

**3.1. Contract Period.** The agreement(s) entered into pursuant to this RFP will be for a one (1) year term beginning July 1, 2017, subject to termination by either party with proper notice in accordance with the terms of the executed agreement. Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the Contract may be renewed by the MID for a period of three (3) successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of years permitted under this contract shall not exceed four years. The fees charged by the test vendor will be fixed for the entire period of the agreement.

**3.2. Compensation.** Payment for services under this contract shall be at the contract price. The Contractor shall receive all compensation from the license applicants and not from the State or MID. Contractor warrants and understands that no monies will be paid to it from State funds and that all costs associated with the program will be recovered by the Contractor from the applicants.

**3.3. No State Funds Used.** It is expressly understood and agreed that there is no obligation of MID or the State of Mississippi to pay any debt owed to Contractor under this contract. No State funds will be used for the insurance producer, adjuster or bail bond examinations. All costs associated with the program will be recovered by the Respondent from candidates. The program of examination administration under this contract shall also be without cost to MID or the State of Mississippi.

**3.4. Applicable Law.** Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi, excluding its conflicts of law provisions. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Contractor shall comply with applicable federal, state and local laws and regulations.

**3.5. Compliance with Laws.** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.



**3.6. Jurisdiction.** The contract shall be governed by and construed under the laws of the State of Mississippi.

**3.7. Conflict of Interest.** Any question of conflict of interest will be reviewed and handled in accordance with guidelines established by MID.

**3.8. Confidentiality of Data.** The Contractor agrees to protect the confidentiality of any files, data, or any other materials provided by this Department or by any license applicants. Any such data shall be restricted in use and purpose to the performance under this contract.

**3.9. Safety of Data.** The Contractor shall take all steps necessary to safeguard any data, files, reports or other information from loss, alteration, destruction or erasure.

**3.10. Implementation and Operational Costs.** All costs of design, installation and operation of goods and services under this contract shall be borne by the Contractor.

**3.11. Inspections.** The Contractor agrees to make all necessary data available for any audits and inspections by any State agency during the course of the contract.

**3.12. Assignment.** The contract shall be unassigned and the Contractor shall not assign or transfer any interest in this contract, or attempt to do so, except the Contractor may request in writing to assign part of the work and in which case approval must be given by MID in writing.

**3.13. Exceptions.** Unless specifically given an exception, the Contractor will be held responsible for compliance with all terms and conditions as stated herein.

**3.14. Implied Warranties.** Any provisions disclaiming implied warranties shall be null and void. See Miss. Code Ann. §§ 11-7-18 and 75-2-719(4). The Contractor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

**3.15. Limitation of Liability.** Nothing in this contract shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance or duties by Contractor.

**3.16. General Indemnity.** The Contractor shall hold and save the State of Mississippi, MID, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are

attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within thirty (30) days that the State has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Contractor goods and services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

**3.17. Sovereign Immunity.** The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into a contract with the Contractor, Contractor agents, subcontractors, or assignees.

**3.18. Equal Opportunity Employment Status.** The Contractor understands that Mississippi is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

**3.19. Attorney's Fees.** The MID shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Contractor.

**3.20. Independent Contractor.** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with MID.

**3.21. Key Personnel.** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the MID. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's Proposal.

**3.22. Subcontracting.** The contract may be subject to assignment provided the Contractor has disclosed its intention to subcontract with the information of the duties to be assigned or subcontracted and to whom the assignment or subcontract will be made. Should the Contractor later decides to assign or transfer any interest in this contract, the Contractor must request in writing to assign part of the work and prior approval must be given by MID in writing.

**3.23. Confidentiality.** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of MID.

**3.24. Copyright.** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

**3.25. Access to Persons and Records.** MID may audit the records of the Contractor during the term of the contract to verify accounts and data affecting fees or performance.

**3.26. Advertising.** The Contractor shall not use the award of a contract as part of any news release or commercial advertising.

**3.27. Termination of Contract.**

**3.27.1. Mutual Agreement.** Upon the mutual written agreement of both MID and the Contractor, the contract can be terminated at any time with 120 days written notice except in the case of non-performance or cause.

**3.27.2. Termination for Cause.** In the case of termination for cause or in the case of non-performance of any provision of this contract, termination by MID will be with fifteen (15) days' notice. MID reserves the right to impose a penalty upon the Contractor if termination is at the Contractor's request or after the Contractor has repeated cases of non-performance.

**3.27.3. Termination without Notice.** If, in the opinion of the Commissioner of Insurance, there is a danger to the interest of insurance agents, insurance adjusters, bail agents, insurance companies or the citizens of this State, or if any rules of MID have been violated, the Commissioner shall have the right to permanently and immediately terminate the contract or to temporarily suspend it. No later than ten (10) days after receiving written notice of such action, the Contractor may request a contested case hearing, but the Commissioner's action shall remain in full force and effect until final resolution of the contested case.

**3.27.4. Bankruptcy.** Upon the commencement of a bankruptcy or insolvency proceeding by or against the Contractor, MID may terminate this contract for cause without notice.

**3.27.5. Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the MID, the Contractor shall take timely, reasonable, and necessary action

to protect and preserve property in the possession of Contractor in which the State has an interest. Upon termination of the contract, all finished or unfinished deliverable items prepared by the Contractor under this contract shall become MID's property.

**3.27.6. Excuse for Nonperformance or Delayed Performance.** The Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of work hereunder which endangers such performance) if the Contractor has notified the Agency Head or designee within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God, acts of the public enemy, acts of the State and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the Contractor, the Commissioner of Insurance or his designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under Subsection 3.27.3.

**3.27.7. Compensation upon Termination.** If the contract is terminated by the MID as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

**3.27.8. Additional Rights and Remedies.** The rights and remedies provided in this contract are in addition to any other rights and remedies provided by law or under this contract.

**3.28. Performance and Default.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, MID shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of MID, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to MID for damages sustained by the MID by virtue of any breach of this agreement, and MID may

withhold any payment due to the Contractor for the purpose of setoff until such time as the exact amount of damages due MID from such breach can be determined.

In case of default by the Contractor, the State may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**3.29. Transparency.** Any contract entered into by the parties, including any accompanying exhibits, attachments, and appendices, shall be subject to the “Mississippi Public Records Act of 1983”, Miss. Code Annotated § 25-61-1 *et seq.*, and exceptions found in Miss. Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Miss. Code Annotated § 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov> . Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information, including confidential Respondent information, or any other information which is required to be confidential by state or federal law or is outside the applicable freedom of information statutes will be redacted.

**3.30. E-Verification.** If awarded a contract, the Contractor will be required to represent and warrant that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Mississippi Code Annotated §§ 71-11-1 *et seq.* 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, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of these warranties, may subject Contractor to the following:

- a. Termination of this this contract for services 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;
- 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.

**3.31. Prospective Contractor's Representation Regarding Contingent Fees.** The prospective Contractor represents as a part of such Contractor's bid, proposal or statement of qualifications that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**3.32. Representation Regarding Gratuities.** Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in § 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

**3.33. Procurement Regulations.** The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection or downloadable at <http://www.mspsb.ms.gov> .

**3.34. Entire Agreement.** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the Respondent's Proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**3.35. Amendments.** This contract may be amended only by written amendments duly executed by MID and the Respondent.

## **PART 4**

### **PROPOSAL SUBMISSION REQUIREMENTS**

**4.1. Submission Requirements.** The objective of the Proposal Submission Requirements section is to provide Respondents with the information required to submit a response to this RFP. A Respondent who has responded to previous RFPs issued by MID should not assume that the requirements are the same, as changes may have been made.

**4.1.1.** Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Respondent's Proposal.

**4.1.2.** The State has no obligation to locate or acknowledge any information in the Respondent's Proposal that is not presented under the appropriate outline according to these instructions and in the proper location.

**4.1.3.** The Respondent's Proposal must be received as directed in Section 4.2. below by the date and time specified. MID is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.

**4.1.4.** Proposals or alterations by fax will not be accepted.

**4.1.5.** Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Respondent's original submission must be clearly identified as the original.

**4.1.6.** MID reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.

**4.1.7.** MID reserves the right to waive any defect or irregularity in any proposal procedure.

**4.1.8.** The Respondent may intersperse their response following each RFP specification but must not otherwise alter any of the original text of this RFP. If the MID determines that the Respondent has altered any language in the original RFP, the MID may, in its sole discretion, disqualify the Respondent from further consideration. The RFP issued by MID is the official version and will supersede any conflicting RFP language submitted by the Respondent.

**4.2. Submission Standards.** The Respondent must conform to the following standards in the preparation of the Respondent's Proposal:

**4.2.1.** The Respondent is required to submit one clearly marked original response and six (6) identical copies of the complete Proposal, including all sections and exhibits, in three-ring binders. Also submit one electronic copy of the complete proposal including all sections in Microsoft Word format with Exhibits in Microsoft Word or portable document format (PDF) to the following address [RFPSubmittals@mid.ms.gov](mailto:RFPSubmittals@mid.ms.gov) . The electronic copy will be considered the official response in evaluating responses for scoring, protest resolution and public posting. The response must include the bid number on the first page of the Proposal.

**4.2.2.** To prevent opening by unauthorized individuals, all copies of the Proposal must be sealed in the package. A label containing the information from this RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

**4.2.3.** Number each page of the Proposal.

**4.2.4.** Respond to the sections and exhibits in the same order as this RFP.

**4.2.5.** Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.

**4.2.6.** If the Respondent does not agree with any item in any section, then the Respondent must list the item on the Proposal Exception Summary Form.

**4.2.7.** MID reserves the right to request additional information or clarification of a Respondent's Proposal. The Respondent's cooperation during the evaluation process in providing MID staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Respondent's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Respondent's Proposal.

**4.3. Submittal letter.** The first page of the Proposal must be a submittal letter signed by the Respondent, if an individual, or by an authorized representative of a Respondent business entity, which includes the following:

The representations and information in this Proposal are true and correct as of the date of the Proposal. The submitting person or entity represents that it is ready and able to execute a contract if a contract is awarded based on this Proposal. This Proposal shall



remain firm and be valid through the date of the contract resulting from this RFP if awarded. The submitting person or entity understands that MID's contract form is not negotiable and will not be revised unless MID determines, in its sole discretion, that a revision would be in the best interests of MID and the State of Mississippi.

The undersigned represents that the only person or persons, entities, or parties, interested in the Proposal as principals are named in this Proposal. This Proposal is made without collusion with any other person, persons, company or parties submitting a Proposal. This Proposal is in all respects fair and made in good faith without collusion or fraud. If the submitting party is a business entity, the undersigned has full authority to bind the entity in a contract with MID.

The submitting person or entity acknowledges that a material false statement in or omission from this Proposal and all material submitted with this Proposal may cause rejection of the Proposal or the withholding of a contract, or may constitute a breach of an awarded contract.

Subject to acceptance by MID, the Vendor acknowledges that by submitting a Proposal and signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A except those listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this Proposal and is registered with the Mississippi Secretary of State to do business in the state of Mississippi.

**4.4. Communications with MID.** From the issue date of this RFP until a Respondent is selected and the selection is announced, responding Respondents or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Respondent, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Respondent questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the MID web site. Respondents failing to comply with this requirement will be subject to disqualification. Questions should be submitted to: [RFPQuestions@mid.ms.gov](mailto:RFPQuestions@mid.ms.gov).

**4.5. Alterations or withdrawals.** A proposal cannot be altered or amended after it has been delivered to MID. A proposal may be withdrawn before the deadline specified in Section 4.6., but may not be withdrawn after the deadline.

**4.6. Anticipated timetable.** MID currently anticipates that the selection of a qualified vendor and execution of the contract will proceed according to the following approximate timetable. MID reserves the right, in its sole discretion, to revise all deadlines related to this RFP and to post notice of these revisions on the MID website: [www.mid.gov/RFP](http://www.mid.gov/RFP) .

Issue Request for Proposals	Monday, January 9, 2017
Deadline for Written Questions Due	Monday, January 23, 2017 by 4:00 p.m. CST
Response to Questions Posted on Website	Monday, January 30, 2017 by 5.00 p.m. CST
Bid Submittals Due	Thursday, February 16, 2017 by 4:00 p.m. CST
Bid Opening	Friday, February 17, 2017 at 10:00 a.m. CST Woolfolk State Office Building, Suite 1001
Award Announcement	Tuesday, February 28, 2017
Effective date of new contract	Saturday, July 1, 2017

**4.7. Amendments.** MID will use the MID website to post amendments regarding RFPs before the proposal opening at: [www.mid.ms.gov/RFP](http://www.mid.ms.gov/RFP) . MID may post clarifications until noon seven (7) days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable. Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

**4.8. Scoring Methodology.** An Evaluation Team composed of MID representatives will review and evaluate all proposals. All information provided by the Respondents, as well as any other information available to evaluation team, will be used to evaluate the proposals.

**4.9. Evaluation.** All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. The evaluation of any proposal(s) may be suspended and/or terminated at the MID's discretion at any point during the evaluation process at which it is determined that said proposal(s) and/or Respondent(s) fails to meet any of the mandatory requirements as stated in this RFP, the proposal(s) is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the MID receives reliable information that would make contracting with the Respondent impractical or otherwise not in the best interest of the MID and/or the State of Mississippi.

## PART 5

### RESPONDENT INFORMATION

The objective of the Respondent Information section of this RFP is to provide Respondents with information required to respond to the RFP successfully.

**5.1. Interchangeable Designations.** The terms “Respondent” and “Contractor” are referenced throughout this RFP. Generally, references to the “Respondent” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Respondent. Additionally, the terms “State of Mississippi,” “State” or “MID” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Respondents throughout these specifications.

**5.2. Respondent’s Responsibility to Examine RFP.** Respondents must examine all documents, forms, specifications, standard provisions, and instructions.

**5.3. Proposal as Property of State.** All written Proposal material becomes the property of the State of Mississippi.

#### **5.4. Written Amendment to RFP**

**5.4.1.** Any interpretation of an MID RFP will be made by written amendment only. The MID will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the MID website, together with the associated RFP specification. Respondents are required to check the MID website periodically for RFP amendments before the proposal opening date at: [www.mid.ms.gov/RFP](http://www.mid.ms.gov/RFP).

**5.4.2.** MID will use the MID website to post amendments regarding RFPs before the proposal opening at: [www.mid.ms.gov/RFP](http://www.mid.ms.gov/RFP). MID may post clarifications until noon seven days (7) prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable. Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

**5.5. Oral Communications Not Binding.** Only transactions which are in writing from MID may be considered official. No negotiations, decisions, or actions shall be executed by any Respondent as a result of any discussions with any State employee.

**5.6. Reference to other Data.** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.

**5.7 Elaborate Proposals.** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

**5.8. Cost for Proposal Preparation.** Any costs incurred by Respondents in preparing or submitting offers are the Respondents' sole responsibility; the State of Mississippi will not reimburse any Respondent for any costs incurred prior to award.

**5.9. Respondent's Responsibility for Delivery.** Respondents must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Respondent, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

**5.10. Evaluation Criteria.** The State's intent in issuing this RFP is to award a contract to the best responsive Respondent who meets the specifications considering qualifications and other factors. The Respondent's past performance, cooperation, and ability to provide service are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in Technical Specifications.

**5.11. Multiple Awards.** MID reserves the right to make multiple awards.

**5.12. Right to Award in Whole or Part.** MID reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

**5.13. Right to Use Proposals in Future Projects.** MID reserves the right to evaluate the awarded Proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Respondent is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Respondent's Proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Respondent. The State's decision to reuse an awarded Proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Respondent, market, and technical environments since the initial award.

**5.14. Price Changes during Award or Renewal Period.** A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

**5.15. Right to Request Information.** The MID reserves the right to request information relative to a Respondent's references and financial status, and to visit a Respondent's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Respondents document their financial ability to provide the products and services proposed up to the total dollar amount of the Respondent's cost proposal. The State reserves the right to request information about the Respondent from any previous customer of the Respondent even if that customer is not included in the Respondent's list of references.

**5.16. Respondent Personnel.** For RFPs including professional services specifications, the Respondent will be required to provide in the Respondent's Proposal the information requested in Section 2.3.2. of this RFP.

**5.17. Restriction on Advertising.** The Respondent may not advertise or reference the award of the contract or the services being provided. The Respondent must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

**5.18. Valid Contract Required to Begin Work.** The successful Respondent should not commence any billable work until a valid contract has been executed. Any work done by the successful Respondent prior to the execution of the contract is done at the Respondent's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

**5.19. Renewal of Contract.** Upon written agreement of both parties at least ninety (90) days prior to each contract anniversary date, the Contract may be renewed by the MID for a period of three (3) successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of years permitted under this contract shall not exceed four years.

**5.20. Certification.** By executing the Proposal, the signer certifies that this Proposal is submitted competitively and without collusion, that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Mississippi Code of 1972 and that it is not an ineligible vendor.

**5.21. Confidentiality of Proposals.** In submitting its Proposal the Respondent agrees not to discuss or otherwise reveal the contents of the Proposal to any source outside of the using or

issuing agency, government or private, until after the award of the contract. Only those communications with the using agency or issuing agency authorized by this RFP are permitted. All Respondents are advised that they are not to have any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the contract), unless the State's purchaser contacts the Respondent(s) for purposes of seeking clarification. A Respondent shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of other Respondents to perform the advertised contract and/or the other Respondents' proposals and/or prices at any time during the procurement process; or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this RFP. Respondents not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

**5.22. Respondent's Representative.** Each Respondent shall submit with its Proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's Proposal.

**5.23. Subcontracting.** Respondents may propose to subcontract portions of the work provided that their Proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime Respondent is also included for each proposed subcontractor.

**5.24. Proprietary Information.** Trade secrets or similar proprietary data which the Respondent does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by Mississippi Code of 1972: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the Proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by MID. All proposals in which the entire document is marked "confidential" or "trade secret" will be rejected.

**5.25. Protest Procedures.** The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures may be found at ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook and are available from ITS on request or on the ITS website:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=171>

## PART 6

### EVALUATION, SCORING AND AWARD

**6.1. Compliance Phase.** In this phase of the evaluation process, all proposals received will be reviewed to determine if the following mandatory requirements of this RFP have been satisfied.

**6.1.1. Team.** The evaluation of proposals will be accomplished by an evaluation team, to be designated by the MID, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP. All information provided by the Respondents, as well as any other information available to evaluation team, will be used to evaluate the proposals.

**6.1.2. Evaluation.** All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. The evaluation of any proposal(s) may be suspended and/or terminated at the MID's discretion at any point during the evaluation process at which it is determined that said proposal(s) and/or Respondent(s) fails to meet any of the mandatory requirements as stated in this RFP, the proposal(s) is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the MID receives reliable information that would make contracting with the Respondent impractical or otherwise not in the best interest of the MID and/or the State of Mississippi. All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance may be rejected from further consideration.

**6.1.3. Clarification of Proposals.** The MID reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities contained therein.

**6.1.4. Oral Presentations.** There will be no oral presentations allowed with this RFP.

**6.1.5. Evaluation Process.** The Evaluation Team will evaluate and score the proposals using the following criteria.

CRITERIA	MAXIMUM SCORE
Proposal Completeness – 5%	5
Technical Proposal – 25%	25
Management Proposal – 25%	25

Experience/Related information in Mississippi, as well as, Other State & Local Governments – 25%	<b>25</b>
Cost Proposal – 20%	<b>20</b>
<b>TOTAL SCORE</b>	<b>100 PTS</b>

**6.1.6. Submission Cover Sheet.** The Submission Cover Sheet and attachments is a mandatory document that must be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship). Along with introductory remarks, the Submission Cover Sheet is to include by attachment the following information about the Respondent.

- Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- Legal status of the Respondent (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- Federal Employer Tax Identification number or Social Security number.
- Location of the facility from which the Respondent would operate.
- Identify any state employees or former state employees employed or on the Respondent's governing board as of the date of the Proposal. Include their position and responsibilities within the Respondent's organization. If following a review of this information, it is determined by the MID that a conflict of interest exists, the Respondent may be disqualified from further consideration for the award of a contract.

**6.2. Analysis Phase.** In this phase of the evaluation process, the following requested documents will be scored.

**6.2.1. Technical Proposal.** The Technical Proposal must contain a comprehensive description of services including the following elements:

**6.2.1.01. Project Approach/Methodology.** Include a complete description of the Respondent's proposed approach and methodology for the project. This section should convey the Respondent's understanding of the proposed project. Respondent must submit a sample copy of the proposed licensing handbook.



**6.2.1.02. Work Plan.** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in Section II of this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Respondent's knowledge of the subjects and skills necessary to successfully complete the project. Include a list of proposed testing locations, and schedules. Include any required involvement of MID staff. The Respondent may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. The Work Plan must specifically address the following:

- Proposed list of testing locations and schedules
- Examination scoring methodology
- Methods to ensure secure transmission of test results to MID and candidates
- Procedures for handling complaints and/or inquiries.
- Electronic capture and secure submission of fingerprints to Mississippi Department of Public Safety, including candidate data and fingerprint fee submission to MID.
- Potential risks that are considered significant to the success of the project. Include how the Respondent would propose to effectively monitor and manage these risks, including reporting of risks to the MID'S contract manager.
- Outcomes and Performance Measurement – Describe the impacts/outcomes the Respondent proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the MID.

**6.2.1.03. Project Schedule.** Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.

**6.2.2. Management Proposal.** The Management Proposal will be scored and must contain a comprehensive description of services including the following elements:

**6.2.2.01. Project Team Structure/Internal Controls.** Provide a description of the proposed project team structure and internal controls to be used during the course of the project. Provide an organizational chart of your organization, indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the organization. This chart must also show lines of authority to the next senior level of management. Include who within the organization will have prime responsibility and final authority for the work.

**6.2.2.02. Staff Qualifications/Experience.** Identify the staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. The staff must at a minimum include the following:

- Program Manager Supervisor
- Psychometrician
- Test development staff
- Regional test center supervisors

Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Respondent must commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the MID.

**6.2.3. Experience of the Respondent.** The Experience of the Respondent shall be scored and must include the following information.

**6.2.3.01. Insurance Examinations.** Indicate the experience the Respondent has in the development/administration of insurance examinations. The response should also include a list of insurance examination contracts the Respondent presently holds, and a list of insurance examination contracts the Respondent has lost during the last five years that relate to the Respondent's ability to perform the services needed under this RFP. For each contract, list the following:

- State in which the contract is held
- Contract reference number
- Contract period of performance
- Contact person(s):
  - Name
  - Direct telephone number(s)
  - Email address(es)

The Respondent must grant permission to the MID to contact each state regarding the insurance examination testing services provided. The MID may evaluate this information at the MID's discretion.

**6.2.3.02. Related Information.** The Respondent must include the following information:

- If the Respondent contracted with the State of Mississippi during the past 24 months, indicate the name of the state agency, the contract number and project description and/or other information available to identify the contract.
- If a member of the Respondent's staff was an employee of the state of Mississippi during the past 24 months, or is currently a Mississippi State employee, identify the individual by name, the state agency previously or currently employed by, job title or position held and separation date.
- If the Respondent has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Respondent's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Respondent, or (b) litigated and such litigation determined that the Respondent was in default.
- Submit full details of the terms for default including the other party's name, address, and phone number. Present the Respondent's position on the matter. The MID will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Respondent in the past five years, so indicate.

**6.2.3.03. References.** Provide a list of all states in which testing services are being provided. Do not include MID services, if any, as a reference. Include the following information:

- Contact name
- Email address
- Telephone number
- Type of testing service provided
- Number of years provided said testing service

List names, addresses, telephone numbers, and email addresses of three (3) business references for the Respondent and three (3) business references for the lead staff person for whom work has been accomplished and briefly describes the type of service provided. Do not include current MID staff as references.

As a part of the reference list, the Respondent and the lead staff person must grant permission to the MID to contact the references and others who may have pertinent information regarding the Respondent's and the lead staff person's qualifications and experience to perform the services required by this RFP. The MID may evaluate references at the MID's discretion.

**6.2.4. Cost Proposal.** The Cost Proposal will be scored. It is anticipated that the contract, if any, the MID awards, as a result of this RFP will be a fixed price per candidate contract. Therefore, the Respondent shall submit a fully detailed budget including staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the deliverables as requested in the RFP, and the proposed candidate fees required to support the proposed efforts.

### **6.3. Other Required Documents.**

**6.3.1. RFP Questionnaire.** Respondents will be required to submit an RFP Questionnaire with their Proposal. A RFP Questionnaire form is included in this RFP as Exhibit "A".

**6.3.2. References.** Prospective Contractors must supply at least three (3) references of governmental agencies and/or private firms for which they have done similar or related work during the past five (5) years. A sample form is included in this RFP as Exhibit "B".

**6.3.3. Cost Proposal/Execution of Proposal.** A sample form is included in this RFP as Exhibit "C".

**6.3.4. Location of Service Contracts Form.** This form is to be completed and submitted with the Respondent's technical proposal. A sample form is included in this RFP as Exhibit "D".

**6.3.5. Proposal Exceptions Forms.** If the Respondent is taking exceptions to this RFP, Respondent must include the Proposal Exception Summary Form located in this RFP as Exhibit "E". If no Proposal Exception Summary Form is included, or if the Respondent states on the Form "No Exceptions Taken", then the Respondent is indicating that Respondent takes no exceptions to any item in this RFP document.

**6.3.5.01.** Unless specifically disallowed on any specification herein, the Respondent may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:

- The specification is not a matter of State law;
- The Proposal still meets the intent of the RFP;

- A Proposal Exception Summary Form is included with Respondent's Proposal; and
- The exception is clearly explained, along with any alternative or substitution the Respondent proposes to address the intent of the specification, on the Proposal Exception Summary Form.

**6.3.5.02.** The Respondent has no liability to provide items to which an exception has been taken. MID has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Respondent and MID will discuss each exception and take one of the following actions:

- The Respondent will withdraw the exception and meet the specification in the manner prescribed;
- MID will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
- MID and the Respondent will agree on compromise language dealing with the exception and will insert same into the contract; or
- None of the above actions is possible, and MID either disqualifies the Respondent's Proposal or withdraws the award and proceeds to the next ranked Respondent.

**6.3.5.03.** Should MID and the Respondent reach a successful agreement, MID will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Respondent's exceptions. The Proposal Exception Summary, with those exceptions approved by MID, will become a part of any contract on acquisitions made under this RFP.

**6.3.5.04.** An exception will be accepted or rejected at the sole discretion of the MID.

**6.3.5.05.** The MID desires to award this RFP to a Respondent or Respondents with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the RFP. As such, Respondents whose proposals, in the sole opinion of the MID, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

**6.3.5.06.** For Respondents who have successfully negotiated a contract with MID in the past, MID requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to MID or participated in contract negotiations with MID

on behalf of their company, to ensure the Respondent is consistent in the items to which it takes exception.

**6.4. Award.** Once the committee makes its recommendation, the selected Respondent or Respondents will be notified by MID. The State will notify the successful Respondent and proceed to negotiate terms for final contract. Unsuccessful Respondents will be notified in writing accordingly. The contract, when fully executed, shall be the entire agreement between the MID and the contract Respondent(s).

**6.5. Rejection of Proposals.** The MID may reject all proposals and not award a contract based on this RFP if, in the MID's judgment, a contract award will not serve the best interests of MID and the State of Mississippi. MID may issue another RFP for the services as described in this RFP or similar services at any time.

**6.6. Proposal preparation costs.** The MID shall not pay or reimburse Respondent for the cost or expense of preparing and submitting a Proposal.

**6.7. Standard Contract.** A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with MID. The inclusion of this contract does not preclude MID from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

The required minimum contractual provisions are stated in Part 3 of this RFP. If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the Proposal Exception Summary Form included in Exhibit "E".

## **EXHIBIT “A”**

### **RFP QUESTIONNAIRE**

Please answer each question or provide the information as requested in this section.

**1. Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.) \_\_\_\_\_

**2. Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees, subcontractors, or representatives in selling to the State. The Vendor must answer and/or provide the following:

2.1 Does there exist any possible conflict of interest in the sale of items to any institution within MID jurisdiction or to any governing authority? (A yes or no answer is required.) \_\_\_\_\_

2.2 If the possibility of a conflict does exist, provide a list of those institutions or persons and the nature of the conflict on a separate page and include it in your Proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist. \_\_\_\_\_

**3. Pending Legal Actions**

3.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's Proposal? (A yes or no answer is required.) \_\_\_\_\_

3.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

**4. Non-Disclosure of Social Security Numbers**

The Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number. This acknowledgement is required by Miss. Code Ann. § 25-1-111.

5. **Business and Mailing Address**

The Vendor must specify both a business and a mailing address:

Business Address:

Mailing Address (if different):

6. **Web Amendments**

Does the Vendor certify that they have reviewed a copy of the MID amendments for RFPs as stated above? (A yes or no answer is required.) \_\_\_\_\_



**EXHIBIT 'B'**  
**REFERENCE FORM**

Prospective Contractors must supply at least three (3) references of governmental agencies and/or private firms for which they have done similar or related work during the past five (5) years.

1. Agency or Firm Name:

Contact Person:

Business Address:

Telephone Number:

E-mail Address:

Type of testing service provided:

Number of years provided said testing service:

2. Agency or Firm Name:

Contact Person:

Business Address:

Telephone Number:

E-mail Address:

Type of testing service provided:

Number of years provided said testing service:

3. Agency or Firm Name:

Contact Person:

Business Address:

Telephone Number:

E-mail Address:

Type of testing service provided:

Number of years provided said testing service:

## EXHIBIT "C"

### COST PROPOSAL/EXECUTION OF PROPOSAL

By submitting this Proposal, the Respondent certifies the following:

- This Proposal is signed by an authorized representative of the Respondent.
- It can obtain insurance certificates as required within (ten) 10 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The Respondent has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this Proposal is accepted within 120 days from the date of the opening, to furnish the subject services as submitted.

RESPONDENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Principal Place of Business if different from above: \_\_\_\_\_

**Will any of the work under this contract be performed outside the United States?**

☐ Yes ☐ No (If yes, describe in technical proposal.)

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*\*

## ACCEPTANCE OF PROPOSAL

*Mississippi Insurance Department*

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS EXHIBIT MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.**

Unsigned proposals will not be considered.

**EXHIBIT “D”**

**LOCATION OF SERVICE CONTRACTS FORM**

**Issuing Agency:** Mississippi Insurance Department

**RFP #** \_\_\_\_\_

**Department Contact Person:** Wanda Magers, Licensing Director (601-359-2544)

**Solicitation Title / Type of Services:**

Professional Testing Organization to Administer Mississippi Insurance Licensing, Insurance Adjuster and Bail Bondsmen Exams

**Respondent:** \_\_\_\_\_

**City & State:** \_\_\_\_\_

**Location(s) from which services will be performed by the contractor:**

Service	City/ State
_____	_____
_____	_____
_____	_____
_____	_____

**Location(s) from which services are anticipated to be performed outside the U.S. by the contractor:**

Service	City/ Province/State	Country
_____	_____	_____
_____	_____	_____

**Location(s) from which services will be performed by subcontractor(s):**

Service	Subcontractor	City/ State
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Location(s) from which services are anticipated to be performed outside the U.S. by the subcontractor(s):**

Service	Subcontractor	City/ Province/State	Country
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional pages if necessary.)

## EXHIBT “E”

### PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

MID RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	MID Acceptance (sign here only if accepted)
Reference specific outline point to which exception is taken	Page, section, items in Vendor’s proposal where exception is explained	Short description of exception being made	
1.			
2.			
3.			
4.			
5.			
6.			
7.			