

MISSISSIPPI DEPARTMENT OF  
PUBLIC SAFETY  
  
REQUEST FOR PROPOSAL  
  
FOR  
EXCESS WORKERS' COMPENSATION INSURANCE  
BROKERAGE SERVICES

April 14, 2016

RFP# 3120000672

## INTRODUCTION

THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY (MDPS) is seeking proposals for excess workers' compensation insurance brokerage services for its self-insured workers' compensation program. MDPS desires to enter into a contract with a broker who demonstrates expertise, market relationships and directly related prior experience in providing excess workers' compensation insurance services to public entities and large self-insured plans similar to the current program.

The effective date of this contract is expected to be July 1, 2016 and will be for a four (4) year period with an option to renew for one (1) year at the Mississippi Department of Public Safety's discretion. Compensation for services rendered under this contract will be on a flat fee basis. This contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board regulations, a copy of which is available from the Mississippi State Personnel Board at 210 East Capitol Street, Suite 800, Jackson, MS 39201 or at [www.mspsb.ms.gov](http://www.mspsb.ms.gov).

This RFP is to secure the services of a qualified broker or Mississippi agent with the experience and expertise necessary to assist the Mississippi Department of Public Safety in obtaining excess insurance for its self-insured workers' compensation program. The purpose of this RFP is to solicit competitive proposals by defining the Mississippi Department of Public Safety's need, providing vendors adequate information to develop proposals, describing the evaluation criteria on which proposals will be scored and providing proposers with a standard contract.

The broker/agent selected as a result of this RFP process will be provided with the Mississippi Department of Public Safety's payroll and premium histories, current and historical claims loss runs, large loss summaries, concentration of risk data and such other information as requested and is available this is deemed relevant to the coverage solicitation process.

## GENERAL INFORMATION

The Mississippi Department of Public Safety currently provides coverage to approximately 1000 employees. The current program utilizes a Specific Retention of \$500,000 with Aggregate Limit of \$1,000,000. The anticipated payroll of the Mississippi Department of Public Safety is expected to be approximately \$83,494,554 for Fiscal Year 2016.

The Mississippi Department of Public Safety currently uses the services of Corvel Enterprise Comp, Inc. as its Third Party Administrator to manage all claims-related activities, including but not limited to claims management, medical case management and internal as well as external reporting. The funds of the Mississippi Department of Public Safety program are maintained in

an account in a local bank and used by the TPA to pay claims and claims expenses on behalf of the Mississippi Department of Public Safety.

#### A. SCOPE OF SERVICES

The primary service to be rendered by the selected broker/agent is to assist the Mississippi Department of Public Safety in procuring and maintaining appropriate excess insurance coverage from a qualified carrier, or carriers, at an affordable and competitive price. To accomplish this task the broker/agent will be expected to:

Work with and be responsive to the Mississippi Department of Public Safety in all areas customarily related to placing the excess coverage;

Develop and implement strategy to generate and maintain competitive interest in the Mississippi Department of Public Safety's excess insurance coverage from the available excess markets;

Advise and consult with the Mississippi Department of Public Safety as to the type and format of data that needs to be collected and maintained to maximize marketing and renewal of the coverage;

Coordinate and assist with the preparation of coverage applications and related forms necessary for submission to underwriters/interested carriers;

Solicit and provide the Mississippi Department of Public Safety with competitive coverage options and alternatives from qualified carriers that fit within the overall mandatory limits and retentions;

Serve as liaison between the Mississippi Department of Public Safety and the selected insurance carrier, keeping the Mississippi Department of Public Safety fully apprised of any and all matters that materially impact the coverage;

Advise and consult with the Mississippi Department of Public Safety on any actual or proposed risk management issues that could impact the excess coverage, its cost and/or marketing thereof.

#### B. INSTRUCTIONS

Proposals must be submitted in writing with appropriate signatures as required. Your proposal should be organized as follows:

1. Introduction
2. Minimum Requirements Confirmation (Refer to Section C)
3. Questionnaire/Responses (Refer to Section D)
4. Cost Quotation (Refer to Section E)
5. Statement of Compliance (Refer to Section F)
6. Resumes of key staff

7. Any additional information not specifically requested

In preparing your written response to any RFP question or request for information, repeat each question or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. All information is considered important.

The Mississippi Department of Public Safety will use the information contained in your proposal in determining whether you will be selected for contract negotiations. The proposal the Mississippi Department of Public Safety selects will be a working document. As such, the Mississippi Department of Public Safety will consider the proposal an integral part of the contract and will expect the proposer to honor all representations made in its proposal.

It is the proposer's sole responsibility to submit information relative to the evaluation of its proposal and the Mississippi Department of Public Safety is under no obligation to solicit such information if it is not included with the proposer's proposal. Failure of the proposer to submit such information in a manner so that it is easily located and understood may have an adverse impact on the evaluation of the proposer's proposal.

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

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

PROPOSALS ARE DUE AT THE MISSISSIPPI DEPARTMENT OF PUBLIC  
SAFETY, PROCUREMENT OFFICE, 1900 E. WOODROW WILSON BLVD.,  
JACKSON, MS 39216 ON April 14, 2016 AT 10:00 AM. ANY PROPOSAL  
RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED.

Proposers should submit ten (10) bound copies and one (1) electronic (CD) copy in  
Microsoft Office Word or and PDF format to:

SONYA TOASTER  
MDPS PROCUREMENT  
1900 E. WOODROW WILSON BLVD.  
JACKSON, MS 39216  
[Stoaster@mdps.state.ms.us](mailto:Stoaster@mdps.state.ms.us)

Proposers must submit all **signed** proposals in a **sealed envelope** or package.

Written questions or clarifications will be accepted by email from 8:00 a.m. local time, Thursday, March 24, 2016 until Thursday, March, 31, 2016 5:00 p.m. local time to [stoaster@dps.ms.gov](mailto:stoaster@dps.ms.gov). No further inquiries will be accepted after that time. Answers to written questions or clarifications will be provided by email no later than 5:00 p.m. local time, Thursday, April 7, 2016. If it is determined that an amendment to the RFP will be issued, it will be provided by email with sufficient time to respond to the RFP.

#### PROPOSAL EVALUATION

Vendors whose proposals are received by the deadline, and meet the minimum vendor requirements (SECTION C) will be evaluated further. The following areas of consideration will be used in the proposal evaluation. Areas are listed in order of their relative importance.

- a. Ability to provide insurance brokering services for workers' compensation programs of similar size and/or complexity as the MDPS as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services (Experience and Qualifications)- (WEIGHT/SCORE-20%)
- b. Pricing- the competitiveness of the proposed fees. (WEIGHT/SCORE-25%)
- c. Plan for Performing the required services (Questionnaire Responsiveness)- the quality and completeness of responses to the questionnaire and other information requests in this RFP, including compliance with any subsequent information requests. (WEIGHT/SCORE-20%)
- d. Terms and Conditions- acceptance of terms and conditions as referenced throughout this RFP. (WEIGHT/SCORE-5%)
- e. Record of past performance of similar work (Reference)- will be contacted at the Mississippi Department of Public Safety's discretion in order to verify an acceptable level of performance, customer satisfaction and a track record of successfully providing excess insurance brokering services for workers' compensation programs of similar size and/or complexity as the Mississippi Department of Public Safety. (WEIGHT/SCORE-15%)
- f. Personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting. (WEIGHT/SCORE-15%)

#### C. MINIMUM VENDOR REQUIREMENTS

The following proposal requirements are mandatory. Failure to meet any of these proposal requirements will result in the disqualification of the proposal submitted by your organization. Respond by restating each vendor qualification and document how your organization meets these minimum criteria. Please be specific

in your responses regarding the number of years and type of experience your firm and the primary contact possess.

1. Broker must currently provide excess workers' compensation insurance brokerage/agent services to at least one large client (individual or group) with 1,000 or more employees. Provide the client name, address, contact, title, phone number, fax number, email address size of group and number of years the services have been rendered by your organization.
2. Broker must be appropriately licensed and/or have legal authority to render the proposed services. Provide a copy of pertinent license, certificate of appointment or other such documentation to demonstrate qualifications.
3. Broker/Agent must have at least five (5) years experience as an organization in brokering insurance of self-insured workers' compensation groups with programs similar in size and/or complexity to the Mississippi Department of Public Safety. Proposing broker/agent must describe in detail how this requirement is met.
4. Broker/agent must be an independent entity, with no real or perceived conflict of interest with regard to its relationship with the Mississippi Department of Public Safety.

**D. RFP QUESTIONNAIRE DURATION OF PROPOSAL**

In the questionnaire section of the proposal, the proposer must confirm that the proposal is valid for at least 120 days subsequent to the date of submission.

1. State your understanding of the scope of work required by the Mississippi Department of Public Safety as presented in this RFP.
2. Provide a detailed plan of work for placing the Mississippi Department of Public Safety's excess coverage. Include a description of your planned market approach, the types of data that will be needed from the Mississippi Department of Public Safety, the timing for both initial and renewal coverage placement efforts, how you will expect the Mississippi Department of Public Safety personnel to interact and/or assist in the marketing process and any other information you believe to be pertinent to this process.
3. List the insurers that you expect to consider for providing coverage to the Mississippi Department of Public Safety. For Each insurer, describe in detail your relationship with and experience in placing similar coverage. Include to the extent possible, the number, type and size of policy placements, number of years of experience and any other information you believe to be pertinent in evaluating your ability to secure a competitive quotation from the carrier(s). Indicate whether you place coverage directly with the listed insurers or if you use a wholesale

broker or other intermediary in such placements. Also list the carrier's current A.M. Best rating.

4. State the full name and home office address of your organization. Describe your organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.). If it is incorporated, include the state in which it is incorporated. Indicate your company's average number of employees for calendar year 2015.

5. Disclose and describe any ownership interest your firm has in any agency insurer, re-insurer or other entity that you would use in placing coverage for the Mississippi Department of Public Safety.

6. List the name and occupation of those individuals serving on your organization's board of directors and list the name of any entity or person owning 10% or more of your organization.

7. Describe your firm's philosophy regarding compensation arrangements, including discretionary and supplemental services.

8. List the name, title, mailing address, telephone number and email address of the contact person for this proposal.

9. Do you currently have an office in the State of Mississippi? If so, provide the address, general functions and the number of full time employees.

10. How old is your organization and how long has it been providing services to self-insured workers' compensation programs?

11. List the office that will service this account. If different from your response to Question 4 and/or Question 9, provide the complete address, phone number, primary contact person and email address for that person, along with the general functions of the office and number of full time employees.

12. Provide a brief resume for each professional staff person that will be assigned to render services to this account, including detailed information on professional designations and years of related experience, as well as any special training or qualifications. Identify the individual who will serve as the primary contact for the account.

13. It is essential that the Mississippi Department of Public Safety have prompt and direct access to the broker/agent throughout the term of the contract. Address how the firm will provide such access.

14. Provide the approximate number of clients you currently have, including the approximate amount of total coverage you have placed for them. Indicate what percentage of the client number and placed coverage is for public entities.

15. REFERENCES- PRIVATE SECTOR List three private sector workers' compensation clients for whom you are providing (or have provided) insurance services similar to those requested in this RFP. For each client, the list must specify the type work performed by your firm, the size of the client group and the period of time retained as a client. One of the three must be the longest standing client and one must be the client with the largest employee population. For each reference, list the name, title, address, phone number and email address of a contact person.

16. REFERENCES- GOVERNMENTAL If possible, list three governmental workers' compensation clients for whom you are providing (or have provided) insurance services similar to those requested in this RFP. For each client, specify the type work performed by your firm, the size of the client group and the period of time retained as a client. One of the three must be the longest standing public client and one must be the largest employee population. For each reference, list the name, title, address, phone number and email address of a contact person.

17. REFERENCES- RECENTLY DISCONTINUED SERVICES List all clients that have discontinued use of your company's services in the last three (3) years and your understanding of the reason(s) for the discontinued use of your services. For each discontinued client, include the name, title, address and phone number of a contact person.

18. State for your firm if any officers or principals and/or their immediate families are, or have been within the preceding 12 months, employees or elected officials of the State of Mississippi.

19. Has your firm ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.

20. During the past five (5) years has your firm, related entities, principals or officers ever been a party in any material civil or criminal litigation whether directly related to this RFP or not? If so, provide details including dates and outcomes.

21. State if you currently provide any services, directly or indirectly, to the Mississippi Department of Public Safety or any of its Divisions or Consultants. If your firm currently provides services to any of the above provide a full description of services provided.



22. Confirm that your proposal is valid for 120 days.

E. COST QUOTATION

Please complete the following “Cost Quotation” form. Rates for each of the five (5) years must be included. In addition to the guaranteed flat rate for the excess Insurance placement services described in this RFP, you may list additional services for which you have the technical capability and expertise to provide to the Mississippi Department of Public Safety. You should provide the respective guaranteed fees for any additional service listed.

COST QUOTATION

BROKERAGE/AGENT SERVICES

**THIS FORM MUST BE SIGNED AND  
RETURNED WITH PROPOSAL**

We agree to provide the brokerage services described in the Mississippi Department of Public Safety Request for Proposal for Excess Workers' Compensation Insurance Brokerage/Agent Services for the guaranteed flat fees listed below:

YEAR 1 \_\_\_\_\_

YEAR 2 \_\_\_\_\_

YEAR 3 \_\_\_\_\_

YEAR 4 \_\_\_\_\_

YEAR 5\* \_\_\_\_\_

\*Applicable in the event the one year contract extension option is elected by the Mississippi Department of Public Safety

Unless otherwise agreed to by the Mississippi Department of Public Safety, 50% of the flat fee is billable upon delivery receipt of the binder for coverage, with the remaining 50% to be paid upon delivery of the executed policy.

In addition to the flat rate for brokerage/agent services described in the RFP we agree to provide upon request by the Mississippi Department of Public Safety the following additional services at the rates listed below:

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

All rates quoted herein are guaranteed through the term of the contract.

\_\_\_\_\_  
Signed/Date

\_\_\_\_\_  
Organization

F. STATEMENT OF COMPLIANCE & PROSPECTIVE CONTRACTOR'S CLAUSE

**THIS FORM MUST BE SIGNED AND  
RETURNED WITH PROPOSAL**

STATEMENT OF COMPLIANCE

WE HAVE AGREED TO ADHERE TO ALL CONDITIONS AND REQUIREMENTS AS SET FORTH IN THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY'S REQUEST FOR PROPOSAL FOR THIRD PARTY ADMINISTRATION SERVICES, AND TO COMPLY WITH ALL THE RULES AND REGULATIONS OF THE PERSONAL SERVICES CONTRACT REVIEW BOARD, EXCEPT FOR THOSE EXCEPTIONS LISTED BELOW.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING  
CONTINGENT FEES

THE PROSPECTIVE CONTRACTOR REPRESENTS AS A PART OF SUCH CONTRACTOR'S BID OR PROPOSAL THAT SUCH CONTRACTOR [ ] HAS [ ] HAS NOT RETAINED ANY PERSON OR AGENCY ON A PERCENTAGE, COMMISSION, OR OTHER CONTINGENT ARRANGEMENT TO SECURE THIS CONTRACT.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

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## TERMS AND CONDITIONS

### 1. CORRECTIONS AND CLARIFICATIONS

The Mississippi Department of Public Safety reserves the right to request clarifications or corrections to proposals. Any proposal received which does not follow the instructions to proposers, meet the minimum vendor qualifications or comply with other proposal requirements of this RFP, including clarification or correction requests, may be considered to be “non-responsive” and may be rejected.

### 2. WITHDRAWAL OR AMENDMENT OF A PROPOSAL

A proposer may withdraw a proposal by submitting a written request for its withdrawal to the Mississippi Department of Public Safety signed by the proposer and mailed to the above contact. The Mississippi Department of Public Safety shall not accept any amendments, revisions or alterations to proposals after the due date unless formally requested by the Mississippi Department of Public Safety.

### 3. COST OF PROPOSAL

All costs incurred by the proposer in preparing and delivering their proposal, making on-site presentations (if deemed necessary) and any subsequent time and travel to meet with the Mississippi Department of Public Safety regarding the proposal shall be borne by the proposer.

### 4. MISSISSIPPI PUBLIC RECORDS ACT/CONFIDENTIALITY OF PROPOSALS

Any proposal, including accompanying attachments, will be available for review by State of Mississippi personnel, the Mississippi Department of Public Safety, members and staff of the Legislature and oversight boards and the Mississippi Department of Public Safety’s consultants. The proposal is further subject to the “Mississippi Public Records Act of 1983”, as amended, codified as Section 25-6-1 et seq., Mississippi Code Annotated and exceptions found in Sections 25-61-9 and 79-23-1. The Mississippi Department of Public Safety understands that you may consider some of the information required to be provided in the proposal to be proprietary. The Mississippi Department of Public Safety requests that each page of the proposal that you consider confidential be on a different color paper than non-confidential pages and be marked in the upper right hand corner with the word “CONFIDENTIAL”. The State statute referenced above provides that you can request that prior to the release of any information under a public records request you will be notified by the Mississippi Department of Public Safety of the request for the information and given sufficient time to seek protection from the appropriate court. If you do not obtain protection from the appropriate court, all information supplied whether marked confidential or not, may be released. The Mississippi Department of Public Safety will accept no additional restrictions on the release of information contained in your proposal.

### 5. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Mississippi Department of Public Safety to proceed under this agreement is conditioned upon the

appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Mississippi Department of Public Safety, the Mississippi Department of Public Safety shall have the right upon ten (10) days written notice to the contractor to terminate this agreement without damage, penalty, cost or expenses to the Mississippi Department of Safety of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

6. **STOP WORK ORDER**

(1) **Order to Stop Work:** The procurement officer, may, by written order to the offeror at any time, and without notice to any surety, require the offeror to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the offeror, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the offeror shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the offeror shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or offeror price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the offeror's properly allocable to, the performance of any part of this contract; and

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work:** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustment of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

7. **PROCUREMENT REGULATIONS**

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

8. **E-VERIFICATION**

If applicable, Contractor represents and warrants that it shall ensure its compliance with the Mississippi Employment Protection Act of 2008, and shall register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* 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. 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. 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 this agreement may subject Contractor to the following:

1. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. 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,

3. 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 to do business in the State.

9. **APPLICABLE LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The

contractor shall comply with applicable federal and state local laws and regulations.

10. **COMPLIANCE WITH LAWS**

The Contractor understands that the Mississippi Department of Public Safety 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 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 federal, state and local laws and regulations, as now existing and as may be amended or modified.

11. **REPRESENTATION REGARDING GRATUITIES**

The bidder, proposer or contractor represents that it has not violated, is not violating and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations, as applicable.

12. **REPRESENTATION REGARDING CONTINGENT FEES**

The offeror/contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the offeror's bid/RFP or proposal.

13. **TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, and Miss. Code Ann. § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed 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>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

14. **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional Services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

15. **PAYMODE**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These

payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

16. **ACKNOWLEDGEMENT OF AMENDMENTS**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid/RFP, by identifying the amendment number and date in the space provided for this purpose on the bid/RFP form or by letter. The acknowledgment must be received by the Mississippi Department of Public Safety by the time and at the place specified for receipt of bid/RFPs

17. **RIGHT TO CONSIDER HISTORICAL INFORMATION**

The Mississippi Department of Public Safety reserves the right to consider historical information, whether gained from the proposer's proposal, question and answer conferences or any other source.

18. **RIGHT TO REJECT AND/OR REBID**

The Mississippi Department of Public Safety specifically reserves the right to reject any or all proposals received in response to this RFP or to reissue an RFP for the services requested.

19. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that all prices submitted in response to the solicitation have been arrived at independently and without, for purpose of restricting competition, any consultation, communication or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

20. **RIGHT OF NEGOTIATION**

The Mississippi Department of Public Safety reserves the right to further clarify and/or negotiate with the "proposer evaluated best" following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the Mississippi Department of Public Safety. The Mississippi Department of Public Safety also reserves the right to move to the next best proposer if negotiations do not lead to a final contract with the best proposer.

21. **ACCESS TO RECORDS/CONFIDENTIALITY**

The Broker recognizes that during the course of this RFP process, it may have access to certain confidential and proprietary information pertaining to the business of the Mississippi Department of Public Safety and its employees. By submission of a proposal, the proposer agrees that all medical, financial and personal information reviewed and collected in connection with this RFP process, regarding individual employees shall be held in strict confidence and shall not be released, disclosed or published by the Broker without the written consent of the Mississippi Department of Public Safety, or as required by law. Except as may otherwise be required by law, the Broker may not release any information or reports relative to the Mississippi Department of Public Safety, without a prior written authorization by the Mississippi Department of Public Safety. The Broker agrees that it will not, at any time, directly or indirectly disclose such confidential



or proprietary information to any other person or organization for any purpose except as may be required by law or as reasonable related to the services being provided by the Broker pursuant to this RFP, without the express, written approval of the Mississippi Department of Public Safety.

22. **MARKET CONTACT/BLOCK**

This RFP is NOT an authorization for brokers/agents to contact any insurance markets on behalf of the Mississippi Department of Public Safety. Accordingly, NO agent, broker or other firm is authorized to block any insurance market for any current or proposed insurance coverage for the Mississippi Department of Public Safety.

23. **E-PAYMENT**

Offeror agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated §31-7-301, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

24. **DEBRIEFING REQUEST**

A bidder, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Commissioner of Public Safety and a copy submitted to the Procurement Division of the MS Department of Public Safety within three business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within five business days of receipt of the request. If a bidder prefers to have legal representation present, the bidder must notify the Commissioner of Public Safety in writing and identify its attorney by name, address, and telephone number. The MS Department of Public Safety will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General or a Representative of the MS Department of Public Safety's Legal Division can be present.

Unless good cause exists for delay, the debriefing should occur within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to MS Department of Public Safety.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-114 through 7-114.07, Post-Award Vendor Debriefing, of the Mississippi Personal Service Contract Review Board's Rules and Regulations.