

**STATE OF MISSISSIPPI
REQUEST FOR PROPOSAL**

RFP Number 3160007373.

TITLE: Third-Party Administrator for the Mississippi Comprehensive Hurricane Damage Mitigation Program aka Strengthen Mississippi Homes

USING DIVISION: Property and Casualty Ratings Division

ISSUE DATE: May 1, 2024

ISSUING AGENCY: Mississippi Insurance Department

Sealed Proposals subject to the conditions made a part hereof will be received until 3:00 p.m. CST, Monday, June 2, 2025, for the services described herein.

IMPORTANT NOTE: The Mississippi Insurance Department will accept sealed proposals via U.S. Mail or by electronic mail. The bidder must indicate the RFP number on the front of each sealed proposal envelope or package, or if sent via electronic mail on the subject line, along with the date for receipt of proposals specified above.

All proposals must include one (1) original signed bid and one (1) cd, usb flash drive, or electronic file labeled “public” which does not contain any information labeled trade secret or confidential, submitted directly to the to the Mississippi Insurance Department via U.S. Mail or electronic mail.

U.S. Mail: Mail bids must be sent to the address provided below:

Mississippi Department of Insurance
Attention: Andy Case, Ratings Director
PO Box 79
Jackson MS 39205-0079

Electronic Mail: Bids submitted electronically must be submitted to all three email addresses and attached to the email as a PDF to the following email addresses:

Andy.Case@mid.ms.gov

John.Thornton@mid.ms.gov

RFPSubmittals@mid.ms.gov

Bids submitted electronically must be submitted to all three email addresses and attached to the email as a PDF. Failure to do so may result in MID deeming the bidder non-responsive. The subject line of the email must read:

SEALED Mitigation Bid # 3160007373.

The time and date stamp on the email as received by Andy Case will be considered the time and date of receipt. It is the sole responsibility of the bidder to ensure the email containing the bid package is received by Andy Case prior to the submission deadline.

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.

ACTIVITY	DATE/DEADLINE
Issue Request for Proposals	Thursday, May 1, 2025
Deadline for Written Questions Due	Thursday, May 15, 2025 by 4:00 p.m. CST
Response to Questions Posted on Website	Thursday, May 22, 2025 by 5.00 p.m. CST
Bid Submittals Due	Monday, June 2, 2025 by 3:00 p.m. CST
Bid Opening	Monday June 2, 2025, at 4:00 p.m. CST Woolfolk State Office Building, Suite 1001
Award Announcement	Friday, June 6, 2025
Effective Date of Contract	Wednesday, July 1, 2025

REQUEST FOR PROPOSALS

PROFESSIONAL ORGANIZATION TO ACT AS THIRD-PARTY ADMINISTRATOR FOR THE MISSISSIPPI COMPREHENSIVE HURRICANE DAMAGE MITIGATION PROGRAM aka STRENGTHEN MISSISSIPPI HOMES

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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 #3160007373.

- _____ 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.
- _____ 2) Submission Cover Sheet, signed and dated.
- _____ 3) Proposal Exception Summary, if applicable
- _____ 4) Vendor response to RFP Questionnaire
- _____ 5) Corporate Background and Experience
- _____ 6) Financial Statement
- _____ 7) Project Staffing and Organization
- _____ 8) Technical Approach
- _____ 9) Cost Proposal
- _____ 10) References
- _____ 11) 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 persons or organizations to provide third-party administrator services for the Mississippi Comprehensive Hurricane Damage Mitigation Program, aka Strengthen Mississippi Homes.

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, 2025, 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 provided the Mississippi Legislature does not change the funding for third-party administrator services under the SMH Program. The total number of years permitted under this contract shall

not exceed four years. The fees charged by the vendor will be fixed for the entire period of the agreement.

The evaluation team will be comprised of MID representatives and may also include persons from within the private sector and/or state government chosen by the MID who have the requisite knowledge regarding insurance matters, building codes, and/or hurricane mitigation. As directed by Mississippi law, 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”, “Department” 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. The Comprehensive Hurricane Damage Mitigation Program, aka “Strengthen Mississippi Homes”, a grant program designed to provide wind mitigation grants to homeowners in Mississippi, is the subject of this RFP and may be referenced throughout as “SMH Program” or “Program”.

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 establishing and administering the Comprehensive Hurricane Damage Mitigation Program, aka “Strengthen Mississippi Homes”, a grant program designed to provide wind mitigation grants to homeowners in Mississippi and may be referenced as “SMH Program” or “Program”. Grant recipients must use these grants to make their home resistant to wind damage by retrofitting their home to the FORTIFIED™ standard. MID wishes to receive proposals from Respondents to assist with the administration of this grant program. Further, MID seeks opportunities for time and cost savings by avoiding unnecessary duplication of administrative efforts in the handling of grant applications, grant awards, scheduling of retrofitting services, and payments to contracts.

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. Third-Party Administrator Services. The Respondent will provide third-party administrator services on behalf of and in conjunction with MID regarding the Strengthen Mississippi Homes Program (“SMH Program” or “Program”). This program provides grants to Mississippi residents for residential wind mitigation on existing, owner occupied, single family homes. Wind mitigation consists of construction methods that strengthen a home against severe storms, high winds and wind driven rain. Mitigation reduces the risk of damage to homes during storms, and in Mississippi, provides homeowners discounts to their wind insurance premium and deductible.

1.2.2. Strengthen Mississippi Homes Program. The SMH Program involves the following main parts; Distribution Strategy; Grant Workflow Management; Vendor Management; External and Consumer Communications; and Information Technology. The Respondent will need to be able to assist the MID and MID staff with the administration of each part.

1.2.3. Distribution Strategy. The Respondent will need to be able to assist the MID with establishing a distribution strategy to ensure that SMH program resources are properly and fairly distributed. The distribution strategy must meet the following criteria:

1.2.3.01. Develop a plan to identify factors affecting successful application completion, workflow of information between stakeholders (contractors, evaluators, IBHS, MID staff and homeowners) and to move applications to successful award of IBHS Fortified certificate.

1.2.3.02. Establish pilot projects to engage stakeholders and proof of work workflow management, vendor management, internal and external communications.

1.2.4. Grant Workflow Management. The Respondent will need to be able to assist the MID with managing grants to ensure effective and proper workflow. The grant workflow management must meet the following criteria:

1.2.4.01. Develop online, offline and partnership application processes to work seamlessly in a unified workflow.

1.2.4.02. Implementation and daily management of all application processes.

1.2.4.03. Management of entire workflow process from initial application to post completion IBHS certificate award.

1.2.4.04. Verification, collection and storage of insurance verification requirements, flood and wind insurance, for awarded applicants.

1.2.4.05. Verification, collection and storage of homestead exemption status for validation of single family, primary residence for awarded applications.

1.2.4.06. Proper utilization of MID technology systems for proper data collection as well as protection of sensitive data, adhering to privacy laws.

1.2.4.07. Regularly report to the Commissioner, performance measures of program such as applications submitted, applications approved, applications rejected, successful IBHS certificate awards, pending work, dollars administered under all grant programs.

1.2.5. Vendor Management. The Respondent may be asked to assist the MID with managing vendors to ensure that vendors selected for the SMH program are properly credentialed

and certified to perform work pursuant to SHA program requirements and IBHS standards. Vendor management must meet the following criteria:

1.2.5.01. Assist MID with verification of vendor credential procedure and manage daily, ensuring the credentials for hurricane mitigation inspectors and contractors are current to include insurance for consumer protection. This verification shall not be limited to meeting IBHS certification requirements but that all vendors are properly licensed to do business in the State of Mississippi, in good standing with the Mississippi Secretary of State, the Mississippi Department of Revenue, and the provisions of *Miss. Code Ann.* §83-1-191.

1.2.5.02. Develop process to communicate, detect and address fraudulent activity or failure to perform by any vendor on program to include performance tracking process, communication of performance to all parties involved, warnings, suspensions and dismissals from program.

1.2.6. External and Consumer Communications. Respondent must be able to establish a communications system regarding communications between the Respondent, MID, hurricane mitigation inspectors and contractors, and the applicants. An external and consumer communications plan must meet the following criteria:

1.2.6.01. Develop and maintain all communication to applicants as needed.

1.2.6.02. Communication with state, federal and private stakeholders as needed.

1.2.6.03. Ensure any media inquiries are directed to the MID.

1.2.7. Information Technology. Respondent should be able to provide staffing trained in the use of MID technology systems and proper use thereof including, but not limited to, workflow documentation, storage and retrieval of key supporting documents.

1.2.7.01. Maintain program information, FAQ's, electronic grant application, and security and data protections.

1.2.7.02. Respondent will need to be able to coordinate with the Information Technology Division at MID to coordinate with and link to the MID website if necessary.

1.2.7.03. Respondent will comply with all future IT requirements for implementations of State laws and regulations.

1.3. Trademark Use of SMH and MID Logos or Likeness. The Respondent will agree that all written or electronic communications and notices of the SMH Program will be identified with the SMH and MID trademarks logos or likeness, and any other use of these trademarks or likeness must have written approval by MID.

1.4. Ability to work with the Mississippi Insurance Department. As the MID and MID staff members will be involved in all aspects of this Program, and the Respondent will need to be able to work closely with and take direction from designated MID staff members.

1.5. Familiarly with Mississippi Law. The Respondent will need to be familiar with Mississippi law and any rule, regulation or guidance that is issued by MID regarding this Program. The Respondent will agree to make changes when statutory changes impact the SMH Program.

1.6. Costs.

1.6.1. Respondent Fees. The Respondent's fees shall be an annual fee of one percent (1%) of the funds appropriated for this program. For FY25, the Legislature appropriated Five Million Dollars (\$5,000,000.00); therefore, the Respondent is only statutorily allowed to receive up to one percent (1%) of that amount, which is Fifty Thousand Dollars (\$50,000.00). Bidders should be advised that the Mississippi Legislature has not passed appropriation bills for FY26 at the time of the issuance of this RF; therefore, it is to be understood that the obligation of the Department to proceed under this RFP, and the amount to be paid to the Respondent, is conditioned upon the appropriation of funds by the Mississippi State Legislature.

1.7. 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.

1.8 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 no more than the statutorily set amount as provided in Miss. Code Ann. §83-1-191(5) of Fifty Thousand Dollars, 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, provided the Mississippi Legislature does not change the funding for third-party administrator services under the SMH Program. The total number of years permitted under this contract shall not exceed four years. The fees charged by the vendor will be fixed for the entire period of the agreement.

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.

2.3.17. 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.

2.3.18. 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.

2.3.19. Confidential or 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.

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 October 1, 2024, 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, provided the Mississippi Legislature does not change the funding for third-party administrator services under the SMH Program. The total number of years permitted under this contract shall not exceed four years. The fees charged by the vendor will be fixed for the entire period of the agreement.

3.2. Compensation. Payment for services under this contract shall be at the statutorily set amount as provided in Miss. Code Ann. § 83-1-191(3) of Fifty Thousand Dollars (\$50,000.00), provided such funds are available.

3.3. Availability of Funds. It is expressly understood and agreed that the obligation of the Department to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or local funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Department, the Department shall have, notwithstanding the termination provisions of Paragraphs 3.27 and 3.28, the right upon ten (10) working days' written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Department of any kind whatsoever. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory, authorized work completed as of the termination date. The effective date of termination shall be as specified in the notice of termination.

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 decide 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, *Miss. Code Ann.* §§ 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 *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.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 . 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.

This Proposal constitutes the Vendor's best and final offer.

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.

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.

ACTIVITY	DATE/DEADLINE
Issue Request for Proposals	Thursday, May 1, 2025
Deadline for Written Questions Due	Thursday, May 15, 2025 by 4:00 p.m. CST
Response to Questions Posted on Website	Thursday, May 22, 2025 by 5:00 p.m. CST
Bid Submittals Due	Monday, June 2, 2025 by 3:00 p.m. CST
Bid Opening	Monday, June 2, 2025, at 4:00 p.m. CST

4.7. Amendments. MID will use the MID website to post amendments regarding RFPs before the proposal opening at: 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 and may also include persons from within the private sector and/or state government chosen by the MID who have the requisite knowledge regarding insurance matters, building codes, and/or hurricane mitigation. 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.

4.10. Communications by MID. In addition to communications as provided in Section 4.4, discussions may be conducted with offerers who submit proposals determined to be reasonably susceptible of being selected for the award, but proposals may be accepted without such discussions.

4.11. Pre-Proposal Conference: There will be no pre-proposal conference associated with this RFP.

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”, “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”, “Department” 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. The Comprehensive Hurricane Damage Mitigation Program, aka “Strengthen Mississippi Homes”, a grant program designed to provide wind mitigation grants to homeowners in Mississippi, is the subject of this RFP and may be referenced throughout as “SMH Program” or “Program”.

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 .

5.4.2. MID will use the MID website to post amendments regarding RFPs before the proposal opening at: 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 and Oral Presentations. 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. The MID reserves the right to request oral presentations.

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, provided the Mississippi Legislature does not change the funding for third-party administrator services under the SMH Program. 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. Confidential or 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 team will be comprised of MID representatives and may also include persons from within the private sector and/or state government chosen by the MID who have the requisite knowledge regarding insurance matters, building codes, and/or hurricane mitigation. The evaluation team 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%	25
Cost Proposal – 20%	20
TOTAL SCORE	100 PTS

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 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:

- Strategy for the distribution of grant funds, including, but not limited to, budget distribution by geographic location, strategy for program, ensuring adequate suppliers, contractors, evaluators are available to support grant work activity
- Procedures for workplace management;
- Procedures for the handling complaints and/or inquiries.
- Management of all hurricane mitigation evaluators and contractors.
- 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. 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. Third-Party Administrator Experience. Indicate the experience the Respondent has in the third-party administration of mitigation programs similar to the SMH Program. The response should also include a list of third-party administrator contracts the Respondent presently holds, and a list of third-party administrator 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 or political subdivision with 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 third-party administrator 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 third-party administrator 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 third-party administrator services provided
- Number of years provided said third-party administrator services

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. An 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 Perform

The Vendor must certify Vendor is in good standing, authorized to perform said services 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 third-party administrator services provided:

Number of years provided said third-party administrator services:

2. Agency or Firm Name:

Contact Person:

Business Address:

Telephone Number:

E-mail Address:

Type of third-party administrator services provided:

Number of years provided said third-party administrator services:

3. Agency or Firm Name:

Contact Person:

Business Address:

Telephone Number:

E-mail Address:

Type of third-party administrator services provided:

Number of years provided said third-party administrator services:

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 personnel, 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 # 3160006694

Department Contact Person: Andy Case, Property and Casualty Ratings Director (601-359-2130)

Solicitation Title / Type of Services:

Third-Party Administrator for the Mississippi Comprehensive Hurricane Damage Mitigation Program aka Strengthen Mississippi Homes

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.			