

REQUEST FOR PROPOSALS  
MISSISSIPPI REAL ESTATE COMMISSION  
ERRORS AND OMISSIONS INSURANCE  
GROUP POLICY SPECIFICATIONS

**I. INTRODUCTION:**

This Request for Proposal (RFP) is being sent to insurance organizations to solicit proposals for the State of Mississippi Real Estate Commission Errors and Omissions Insurance Program for Fiscal Year 2023 through 2027 (July 1, 2022 through June 30, 2027).

It is the intent of this RFP to describe the minimum proposal requirements for an Errors and Omissions Insurance Program for real estate brokers, salespersons, and firms licensed by the Mississippi Real Estate Commission (Commission).

The purpose of the Errors and Omissions Program is to provide insurance coverage for errors and omissions committed by real estate licensees during the normal course of their duties as licensees. This program is made possible by legislative act and a copy of the current state statute is provided as Attachment #1 of the RFP and is in the form of a copy of the Mississippi Real Estate License Law, Chapter 73-35 of the Mississippi Code of 1972, Annotated. The Rules of the Commission are provided as Attachment #2 of this RFP. The authorizing statute is found in Section 73-35-16.

The state law requires the Commission to make insurance available to all licensees, provided coverage can be obtained in accordance with legal requirements. Real estate licenses are renewed biennially on a "staggered" renewal system. That is, a number of licensees renew each month, and the renewal period is dependent upon the date that the original license was issued. The total Errors and Omissions Insurance Premium may not exceed \$250.00 per licensee per each one-year licensing period. Proposals must provide coverage for the entire one-year period, provided the licensee pays the total premium due for that year.

The current Mississippi license law defines licensee as “any active individual broker, broker-salesperson, salesperson, any partnership, or any corporation. Those licensees required to obtain Errors and Omissions coverage provided under this proposal or show proof of obtaining equivalent coverage from another source only include any active individual broker, any active broker-salesperson, or any active salesperson.

Individuals whose licenses are on inactive status are not required to provide proof of errors and omissions insurance coverage but will have the option of participating in this group policy as of the date of this RFP or effective with the date they place their license on active status with the tender of a prorated premium based on the remaining months in the policy year. No partnership, company, or corporation will be required to submit proof of errors and omissions insurance but may, at their option, obtain coverage under this RFP.

The following represents the number of licensees as of April 29, 2022, to wit:

<u>License Type</u>	<u>Active</u>	<u>Inactive</u>
Resident Brokers	2,455	306
Resident Salespersons	5,266	1,241
Resident Companies	1,519	66
Non-Resident Brokers	845	122
Non-Resident Salespersons	842	121
Non-Resident Companies	<u>422</u>	<u>38</u>
TOTALS	11,349	1,894

**GENERAL INFORMATION:**

The Commission wishes to receive proposals for providing errors and omissions insurance coverage for real estate licensees by contracting with an errors and omissions insurance provider licensed to do business in the State of Mississippi by the Mississippi Department of Insurance.

This RFP is being sent to prospective errors and omissions insurance companies and/or agents. Each recipient is requested to submit either a proposal or a letter in which the recipient states that it does not intend to offer a proposal.

The proposal from each prospective provider will be opened on the date specified in this RFP and the name of that entity publicly announced.

At the option of the evaluators, a presentation of proposals from selected proposers may be scheduled before this contract is awarded. Such schedule would be provided by the Commission.

Contractors are cautioned that this is a request for a proposal, not a contract; and that the Commission reserves the unqualified right to reject offers for any contract when such rejection is deemed in the best interest of the Commission or the licensees.

**A. SUBMISSION OF PROPOSALS:**

It is the intent of the Commission to evaluate all proposals in a standardized and objective manner. For this reason, proposals that do not conform to the format specified in this RFP may not be accepted.

Four (4) copies of the proposal and four (4) copies of all supporting documentation, whether by mail or hand delivery, must arrive no later than 2:00 p.m., on May 16, 2022, at the address documented below.

Mississippi Real Estate Commission  
ATTN: Robert E. Praytor  
4780 Interstate 55 North  
LeFleur's Bluff Tower; Suite 300  
Jackson, Mississippi 39211

OR

POST OFFICE BOX 12685  
JACKSON, MISSISSIPPI  
39236-2685

A duly authorized officer of the proposing firm must sign all proposals. The proposal must be submitted to the Commission in a sealed envelope. The envelope must clearly indicate that a proposal is enclosed. No other distribution of the proposal is to be made by the bidder. **All proposals and any accompanying**

**documentation become the property of the Mississippi Real Estate Commission and will not be returned.**

It is the responsibility of each bidder to ensure that the proposal is delivered at the proper time and place. Proposals not delivered as specified may not be considered.

**B. SCHEDULE OF CRITICAL DATES AND ACTIONS:**

The following schedule will be applied to actions taken relative to this RFP:

Advertisements for Proposals: May 2, 2022 and May 9, 2022.

Responses opened: May 17, 2022, at 10:00 am.

Contract award made on: May 17, 2022 at a special called meeting of the Mississippi Real Estate Commission.

**C. PERIOD OF CONTRACT:**

July 1, 2022 through June 30, 2027

This contract shall be written for one year, July 1, 2022 through June 30, 2023, with the option to renew or re-negotiate each of the next four (4) years. A renewal option must be submitted to the Commission ninety (90) days prior to the existing contract's expiration. Notice of non-renewal must be submitted ninety (90) days prior to end of contract.

**D. TERMINATION:**

The contract with the providing company may be terminated by the Commission by giving written notice to the providing company at least 90 days before the effective termination date. The providing company shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

**E. MAINTENANCE OF RECORDS:**

The providing company shall maintain documentation for all charges against the Commission under this contract. The books, records and documents of the providing company, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment; and shall be subject to audit, at

any reasonable time and upon reasonable notice, by the Chairman of the Commission or the Director of the contracting state agency or the Mississippi Comptroller of the Treasury or their duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

**F. BINDING:**

No contract shall be effective or binding on the State or the Real Estate Commission until such time as it is approved by the appropriate state department and/or personnel.

**G: PROGRESS REPORTS:**

Periodic progress reports from the providing company, where applicable, will be required to be submitted to the Commission.

**H. COMPLIANCE:**

The providing company shall comply with all federal and state laws and regulations in performance of its duties under the terms and conditions of the contract. This includes, but is not limited to, Equal Employment Opportunity laws and Americans with Disabilities Act.

**I. QUESTIONS CONCERNING THE RFP:**

If additional information is necessary to assist the bidder with these specifications, written questions may be submitted to:

ROBERT E. PRAYTOR, ADMINISTRATOR  
MISSISSIPPI REAL ESTATE COMMISSION  
4780 INTERSTATE 55 NORTH  
LEFLEUR'S BLUFF TOWER; SUITE 300  
JACKSON, MISSISSIPPI 39211

**J. PREMIUM PAYMENTS:**

Payments under the contract shall be made by the active real estate licensee directly to the providing company.

**K. FAILURE TO FULFILL:**

If the providing company fails to properly fulfill its obligations under this contract or violates any terms of this contract, the Commission shall have the right to immediately

terminate this contract. Notwithstanding the above, the providing company shall not be relieved of liability to the Commission for damages sustained by virtue of any breach of this contract by the providing company.

**L. MODIFICATIONS:**

This contract may be modified only by written amendment executed by all parties hereto and approved by the appropriate Commission officials.

**M. INDEPENDENT CONTRACTOR/INSURANCE/TAXES:**

The providing company, being an independent contractor and not an employee of the Commission, agrees to carry adequate public liability and other appropriate forms of insurance including, but not limited to, a one million dollar (\$1,000,000.00) insurance agents errors and omissions policy. The providing company also agrees to pay all taxes incurred in the performance of the contract. The Commission shall have no liability except as specifically provided in this contract.

**N. PROHIBITION OF FUNDS:**

The providing company warrants that no part of the total contract amount shall be paid directly or indirectly to an employee of the Commission as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the contractor in connection with any work, contemplated or performed, relative to this contract. The providing company, if an individual, warrants that he/she is not and, during the term of this contract, shall not become an employee, nor has been an employee within the last six (6) months, of the Commission.

**O. CIVIL RIGHTS:**

No person, on the grounds of handicap, age, race, color, religion, sex, national origin or any other classification protected by Federal or Mississippi State constitutional and/or statutory law, shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract or in the employment practices of the providing company. The providing company shall, once selected, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices on non-discrimination.

**P. HOLD HARMLESS:**

The providing company agrees to indemnify and hold harmless the Commission as well as its officers, agents, and employees from all claims, losses, or suits accruing or resulting to any person, firm, corporation, or other entity which may be injured or damaged resulting from acts or omissions of the providing company relating to this contract. The Commission shall give the providing company written notice of each such claim or suit and full right and opportunity to conduct the providing company's own defense.

**Q. ANALYSIS FOR PROPOSAL EVALUATION:**

The Commission will evaluate all proposals submitted in response to this RFP. The Commission reserves the right to award the contract, not necessarily as recommended or to the lowest bidder, but to the bidder which will best meet the requirement of the RFP. The evaluation criteria and weights follow:

**1. QUALITY OF INSURANCE POLICY: 30 PERCENT**

The bidder's ability to provide a real estate errors and omissions insurance (group) policy that conforms to the minimum specifications provided in the proposal.

**2. QUALIFICATIONS AND EXPERIENCE 35 PERCENT**

The bidder's familiarity and experience in providing errors and omissions insurance (group) coverage to real estate licensees or other professional groups. The stability and reserves of the firm are reflected in the providing company's current A.M. Best rating with a minimum of an "A-" or better rating.

**3. PRICE PROPOSAL 35 PERCENT**

The bidder's bid per active real estate licensee for the errors and omissions insurance (group) coverage and optional coverages proposed by the bidder. All rates are not in excess of the rates provided for in the provisions of Section 73-35-16 of the Mississippi Statute.

**II. PROPOSAL CONTENT AND FORMAT:**

**SECTION 1: GENERAL REQUIREMENTS:**

Proposals should address the items described below and must be submitted in format described.

Any other information that the bidder believes to be relevant to the proposal should be provided as an appendix to the bidder's proposal.

**GENERAL INFORMATION:**

1. Legal name of entity submitting the proposal
2. Name, address, and telephone number of principal officer(s)
3. Legal status of organization (e.g., sole proprietorship, partnership, corporation, etc.)
4. Federal Employer Identification Number (FEIN)
5. Location of the facility from which the contractor would primarily operate
6. Name, address, and telephone number of contact person for official RFP communications
7. Licenses and Certification of Authority issued by State of Mississippi Department of Insurance

**MANDATORY REQUIREMENTS:**

1. It is to the state's advantage to have assurance of the insurance carrier's financial strength. Therefore, insurance providers must have an A. M. Best rating of "A-" or better.

For the purposes of this bid, "A-", "A", and "A+" by A.M. Best shall qualify as "A-" rating at the time of the proposal. Provide evidence of your rating.

2. The bidder must submit with the RFP a certificate of insurance showing proof of insurance agent's errors and omissions coverage on the agent and/or broker with limits of liability of at least one million dollars (\$1,000,000.00). This errors and omissions insurance (policy) coverage must be maintained throughout the period of this contract and must be placed with a company having an A.M. Best rating of "A-" or better.

3. The bidder must be the holder of a license from the Mississippi Department of Insurance and submit copies of applicable documents.



**SECTION 2:            POLICY TERM AND CONDITIONS:**

**A.     PURPOSE OF INSURANCE:**

This RFP is being issued pursuant to the Mississippi Code of 1972, Annotated, Section 73-35-16, which calls for the Commission to obtain real estate licensees' mandatory errors and omissions insurance coverage insuring all persons that are required to be actively licensed under the Mississippi Real Estate License Law.

**B.     CONTRACT TERM AND CANCELLATIONS:**

Bids are to be submitted for a one-year term, commencing July 1, 2022. The contract may be renewed for up to four (4) additional one (1) year periods by mutual consent. The successful bidder may not cancel the master policy, except as provided by the law of the state of Mississippi.

**C.     MASTER POLICY PROVISIONS:**

Coverage is to be provided by a policy issued to the Commission. The policy will insure all individuals whose premiums have been paid to the provided company and actively licensed by the Commission.

**D.     COVERAGE OUTLINE:**

1. Coverage shall be on an occurrence and/or "Claims Made" form.
2. The policy shall provide, if on claims-made basis, that every insured individual shall, upon termination of the insurance provided resulting from this RFP, have an additional three hundred sixty-five (365) days in which to report any claims occurring during the coverage period and may, at their option, purchase a two (2) year Extended Reporting Period coverage; in addition to that provided, at a price of not more than two hundred percent (200%) of the current annual price to the individual for the coverage provided under this RFP .
3. If an insured person's license is placed on inactive status during the period in which that person has paid his or her premium, coverage shall continue for the remainder of the policy period for that person as if the license had not been placed on inactive status regardless of whether the license is activated, except that coverage shall not be provided for said person's

acts occurring during the period when the license was in an inactive status.

4. Coverage terms shall provide full and complete "prior acts" coverage as of the inception date of coverage for each licensee with proof of continuous coverage. Premiums paid for effecting coverage for a licensee shall be considered fully earned to the end of the master policy period.

**E. INFORMATION TO BE PROVIDED LICENSEES:**

**1. INITIAL OFFERING OF GROUP POLICY TO LICENSEES:**

a. Although individual certificates or similar evidence of coverage shall not be issued to each insured individual, the successful bidder will pay the cost of sending each firm's principal broker a "mailer." The mailer, which shall include a copy of the insurance policy, shall have the prior approval of the Commission and must be prepared for mailing within forty-five (45) days of the award of the contract. The mailer shall give a general description of the coverage provided, the deductibles and their terms and conditions, the optional coverages available and instructions for securing additional information and for reporting claims. Such instructions shall specify a toll-free telephone number(s) other than that of the Real Estate Commission for the purpose of securing information and reporting claims. Also, these instructions shall provide for billing and premium collection. The providing company shall furnish a proposed schedule for the submission of a list of licensees having paid the proper premium and who have coverage in force

b. The successful bidder will pay the cost of sending each active broker and salesperson an application or enrollment form as part of the initial offering.

**2. RENEWAL NOTICE AND GROUP SOLICITATION TO LICENSEES:**

a. The group provider must send an application or enrollment form for renewal to all active brokers and salespersons including those not currently enrolled in the group program.

b. The group provider may, at their discretion, send an application to all inactive brokers and salespersons.

c. An application or enrollment form must be provided by the group provider to passing examinees of the real estate examination.

d. The group provider must disseminate group program and policy information in a clear and understandable medium for all licensees.

**3. REPORTING:**

There shall be a schedule of reports needed from the Commission including time frames necessary for program implementation and maintenance. Certification data on licensees who enroll with the group program should be sent as a file transfer with agreed-upon software.

**F. ADDITIONAL INSUREDS:**

In the event a judgment is rendered against multiple defendants in excess of the limit of liability, the indemnity provided by the successful bidder shall be prorated in relationship to the amount awarded against each such defendant. In the event of multiple defendants, the qualifying broker, as defined in Section 73-35-16 of the Mississippi Code, Annotated, shall be responsible to the successful bidder for any/all requirements due the successful bidder notwithstanding any agreements that may exist between the qualifying broker and the real estate firm, the brokers and/or the associate brokers.

**G. LIMITS AND DEDUCTIBLES:**

The coverage to be provided licensees and to the members of each real estate company, including the company itself, shall provide a limit of liability of one hundred thousand dollars (\$100,000.00) per occurrence for indemnity payments and shall be unlimited for defense costs. Therefore, the coverage will be \$100,000.00 for the company, \$100,000.00 for the broker, and \$100,000.00 for the salesperson, the result being "stacked" coverage of \$300,000.00 for any one occurrence. The annual aggregate will be not less than \$500,000.00.

Coverage provided shall be on a "Pay on Behalf Of" form and not on an indemnity basis. A deductible of not more than two thousand five hundred dollars (\$2,500.00) shall apply to indemnity payments and a deductible of not more than one thousand dollars (\$1,000.00) shall apply to the defense costs,

with each being applicable on an occurrence and/or claims-made basis.

The Commission shall not be responsible in any way for assuring the reimbursement of the deductibles by the licensed brokers, but the Commission will attempt to develop with the successful bidder a method by which it can cooperate with the bidder in collecting such reimbursements.

#### **H. MANDATORY COVERAGES:**

The coverage to be provided must, by statute, apply to every active licensed individual and must insure errors and omissions for all acts for which licenses are required. Activities for which licenses are not required but which real estate brokers often perform have been excluded.

\*\*Coverage applies to covered losses anywhere in the world.

\*\*Coverage shall extend to vicarious liability.

\*\*The providing company shall utilize local legal counsel and/or that of the insured whenever and wherever possible.

Likewise, insured wrongful acts do not include those acts normally excluded; such as, certain kinds of dishonesty or willful or deliberate wrongdoing.

#### **I. PREMIUMS:**

The premium to be charged to each individual shall be the amount shown on the bid submitted by the successful bidder and shall be the same amount for every licensed person. Each qualifying broker shall be provided with due notice of the insurance provided in response to this RFP, and the insurance company or its agent shall collect the necessary premiums for each insured individual. Each person's insurance premium shall be considered fully earned upon coverage for that person becoming effective. Coverage for additional individuals shall be added on a pro rata basis throughout the policy term. Any person who is insured during the policy period and whose license has been placed on inactive status shall not be charged an additional premium if that person's license is reactivated during the policy period.

**J. PREMIUM TAXES:**

The State premium tax, or surplus lines tax if coverage is provided by a surplus line(s) carrier, shall be a part of and shall be included in the premium and may not be charged in addition to the premium.

**K. MID-TERM CHANGES:**

Notwithstanding the actual date an additional person's coverage may become effective the pro rata additional premium shall be computed as of the fifteenth (15th) day of the month in which such addition occurred. The prorated premium for periods other than the full one (1) years' premium used at renewal shall be reduced to the next whole dollar.

New licensees or reactivated or reinstated licensees who are added as insureds after the effective date of the policy shall be insured effective as of the date of license issuance. Individuals for whom this policy shall replace other insurance after the effective date of this policy shall be insured as of the date when the application for same has been received and the correct premium has been processed for deposit by the insurance company.

**L. INCONSISTENCIES AND CONFLICTS:**

In the event anything in these specifications is inconsistent with or conflicts with anything contained in Part II (General Requirements), of these specifications, the terms and conditions of Section I shall prevail.

**SECTION 3: GENERAL PROCEDURES AND TERMS:**

**A. NAMED INSURED:**

The Commission on behalf of all individuals licensed by the State under the Mississippi Code Annotated, Section 73, Chapter 35, except those individuals furnishing the Commission with evidence of acceptable substitute insurance in accordance with the Mississippi Code Annotated, Section 73-35-16 and Administrative Rule Part 1601, Chapter 9, Rule 9.1 through Rule 9.4 of the Rules and Regulations of the Mississippi Real Estate Commission. Additional insureds shall be the real estate firms, as defined in Attachment #3 to this RFP, for their vicarious liability for the errors and omissions of the licensed individuals and any other employers of the licensed individuals

for their vicarious liability for the errors and omissions of the licensed individuals.

**B. COVERAGE DESIRED:**

Real Estate Errors and Omissions Insurance on an occurrence and/or claims-made basis with a limit of liability of one hundred thousand dollars (\$100,000.00) per licensee, subject to an annual aggregate of not less than \$500,000.00 per licensee.

**C. SUBMISSION OF FORMS:**

The minimum coverage requirements as outlined herein must be included in any policy form submitted. The policy must be written in "easy to read or plain English" wording.

Nothing contained herein shall prevent the state of Mississippi from negotiating minor changes in the policy language with the successful bidder provided such changes are not substantive insofar as the protection provided is concerned but serve merely to clarify or improve contract terms, conditions and procedures.

**D. POLICY PERIOD AND RENEWAL OPTIONS:**

The policy period shall be for one year, July 1, 2022 to June 30, 2023, with the option to renew for four (4) additional one (1) year terms upon mutual agreement of the providing company and the Commission.

**E. DEDUCTIBLE:**

A deductible, on an occurrence or claims-made basis, of not more than two thousand five hundred dollars (\$2,500.00) shall apply to indemnity payments and not more than one thousand dollars (\$1,000.00) additional deductible shall apply to the defense costs. Only one of each such deductible shall be applied to all the members of any one real estate firm for any one occurrence. Alternatively, a policy may provide for lower or no deductible.

**F. DETAILS OF REQUIRED COVERAGE:**

Coverages shall be at least as broad in scope as that shown in the policy.

**G. BIDDER ELIGIBILITY:**

Proposals will be accepted from any insurer holding a Certificate of Authority from the Mississippi Department of Insurance or its authorized agent. The insurer will have the responsibility for selecting the agent. The State will not issue an Agent of Record letter. In the event that no responsive proposal is received from an insurer operating in Mississippi under a Certificate of Authority, the Commission will consider a proposal submitted on behalf of a surplus lines carrier in accordance with Mississippi law. Also, the insurer must submit with response to the RFP a certificate of insurance showing proof of Insurance Agents Errors and Omissions coverage on the agent and/or broker selected with limits of liability of at least one million dollars (\$1,000,000.00) in a company with A.M. Best rating of "A-" or better. This errors and omissions insurance coverage must be maintained throughout the period of this contract. The providing company shall have a qualified principal or account person with five years' experience in commercial lines (some with governmental entities), and a designated second person to handle this program.

The providing company must be able to administer claims in Mississippi and other states and must specify the method for handling payment of claims litigation.

**H. EVIDENCE OF INSURANCE:**

A policy or binder for coverage is to be furnished to the Commission within ten (10) days of award of the contract.

**I. OPTIONS:**

The providing company should provide a broker/firm policy with optional higher coverage limits to \$1,000,000.00, \$500,000.00, \$250,000.00, etc. The optional coverage should be available to companies by application (and payment made directly to the contract provider).

**SECTION 4: EXPERIENCE AND BACKGROUND OF BIDDER**

**A. PRIOR RELEVANT EXPERIENCE**

Report your experience in the providing of real estate errors and omissions coverage and administration of group errors and omissions programs, if any. Supply a list of all group programs currently provided by the bidder.

Provide for each reference:

1. Name of client, company or organization
2. Telephone number of contact person
3. Name of contact person
4. Address of client, company or organization
5. Number of months associated with client or organization
6. Other information relevant to this RFP

Bidders shall, by proposing under this RFP, grant permission to the Commission to contact all references provided.

**B. PERSONNEL:**

Include names, titles and brief biographies of professional personnel directly engaged in the work needed to successfully complete each stage of your proposal including claims handling. Show how these personnel relate organizationally. Indicate the responsibilities each has in the proposed services and how long each has been with your company. The bidders also should identify a contract manager for the life of the contract. This individual will act as the contact and manager of the contract services to be provided by the bidder.

**C. ORGANIZATION:**

An organization chart showing lines of authority for the bidder's personnel involved in the performance of this contract and the relationship of this staff to other programs or functions within the purchaser's firm is required. The chart should show lines of authority to the next senior level of management (as appropriate).

**D. SUBCONTRACTORS:**

To ensure a reasonable control over all aspects of the anticipated contract, proposers will identify all subcontractors they intend to use if they are awarded the contract. All subcontractors will be subject to approval by the State. The bidder is responsible and liable for the acts or omission of any subcontractors.



**E. COST OF PROPOSAL:**

Describe the per licensee fee required to support your proposed errors and omissions coverage for the policy period (July 1, 2022 to June 30, 2027).

Attach to the Bid Quotation Form (attached) the prorated fees to be charged each licensee obtaining or reactivating a license after the inception date. Describe the fees for optional coverages specified in Item III, Section 3, Subsection I.

**SECTION 5: OTHER RFP PROCESS CONSIDERATIONS**

**A. GENERAL TERMS AND CONDITIONS**

The Commission reserves the right to incorporate standard and state of Mississippi contract provisions into any contract negotiated from proposals submitted in response to this RFP.

**B. PREPARATION COSTS:**

The Commission will not be liable for any costs incurred by bidders associated with the preparation of a proposal submitted in response to this RFP.

**C. RIGHT TO REJECT ALL BIDS:**

The Commission may, at any time and at its sole discretion and without penalty, reject any/all bids or terminate this RFP process. The Commission may later choose to reissue the RFP with any modifications it deems appropriate.

**D. RFP INCORPORATION INTO A CONTRACT:**

The bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiation may provide for the incorporation of the bidder's response.

**E. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE:**

Except as appropriately limited by the terms of this proposal all data and documentation will become the property of the Commission.

Proposals received pursuant to personal service, professional service, consultant service contract regulations and related

records, including evaluations and memoranda, shall be available for public inspection only after the completion of evaluation of same by the State.

No fee shall be charged for inspection of contract files; however, twenty-four (24) hours' notice to the Commission is required. Requests for information should be addressed to:

ROBERT E. PRAYTOR, ADMINISTRATOR  
MISSISSIPPI REAL ESTATE COMMISSION  
4780 INTERSTATE 55 NORTH  
LEFLEUR'S BLUFF TOWERS; SUITE 300  
JACKSON, MISSISSIPPI 39211  
(601) 321-6970

**F. WAIVERS:**

The Commission reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by bidders that their proposal is predicated upon acceptance of all terms and conditions contained in this RFP unless the bidder has obtained a waiver in writing from the Commission prior to submission of the proposal. Such a waiver, if granted, will be authorized to all bidders.

**G. LIMITATIONS OF FORMER MISSISSIPPI STATE EMPLOYEES:**

No partnership in which a former state employee is a partner and no partner or employee of such a partnership shall, for a period of six (6) months following the termination of his employment, assist another person in any transaction involving the state agency by which such former state employee was employed during their state employment. For purposes of this subsection, the termination of the former state employees' employment with the agency by which they were employed when they so participated shall be deemed to be the termination of their state employment.

**H. PRICE WARRANTY:**

The bidder warrants that the cost quoted for services in response to the RFP are not in excess of those charged any other client for the same services and cost quoted will stay the same until a contract is executed by all parties, pursuant to this RFP.

**I. INDEMNIFICATION:**

The bidder shall fully indemnify, hold harmless and defend the Mississippi Real Estate Commission from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty of bidder contained in this agreement, (2) any breach or violation of any agreement or under applicable law, (3) any other claims or losses whether or not caused by the negligence of the Real Estate Commission or any other Indemnified Party and whether or not the relevant claim has merit.

**J. INDEPENDENT COST DETERMINATION:**

In connection with this procurement, the bidder warrants that:

1. Price and/or cost data have been arrived at independently, without consultation, communications or agreement with any other bidder or with any other competitor for the purpose of restricting competition.

2. Unless otherwise required by law, the prices and/or cost data submitted have not knowingly been disclosed by them prior to award, directly or indirectly, to any other bidder or to any competitor.

3. No attempt has been made nor will be made by the bidder to induce any other person or firm to submit or not submit a quotation for the purpose of restricting competition.

4. Proposals developed with the assistance of organizations or individuals outside the bidder's own organization are to be identified. No contingent fees for such assistance will be paid under any contract resulting from this RFP.

5. No attempt shall be made by any bidder to solicit a company, broker or salesperson for coverage contained within the Commission contract for a rate less than bidder offered in response to this RFP for any contract period.

**K. FORCE MAJEURE:**

Neither party shall be liable for any failure of or delay in the performance of the agreement for the period that such failure or

delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

**L. DEBRIEFING:**

The Mississippi Real Estate Commission and its administrative staff is authorized to provide debriefings that furnish the basis of the source selection decision and contract award. However, debriefings may only be conducted:

1. At the written request of any offeror who has submitted a proposal, debriefings may be given orally, in writing, or by any other method acceptable to the Agency Procurement Officer. Such debriefings may be given at any time on or after the eighth (8th) day after the agency has awarded the contract. In no case may an offeror request a debriefing more than thirty (30) days after the agency has awarded the contract.

2. An offeror's written request for a debriefing should include a list of any questions an offeror may have in order to assist the Agency Procurement Officer or agency staff in preparing for the debriefing.

3. A post-award debriefing may include:

(a) The agency's evaluation of significant weaknesses or deficiencies in the proposal, if applicable;

(b) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror;

(c) The overall ranking of all proposals, when any such ranking was developed during the source selection;

(d) A summary of the rationale for award;

(e) Reasonable responses to relevant questions about whether source selection procedures contained in the Request for Proposals and applicable law were followed.

4. Post-award debriefings should not include a point-by-point comparisons of the debriefed proposal with those of other offerors.

5. Any debriefing should not reveal any information prohibited from disclosure by law or exempt from release under the Mississippi Public Records Act of 1983, including trade secrets, or privileged or confidential commercial or manufacturing information. Agencies should consult their Public Information Officer or agency legal representative for guidance in complying with the Act prior to conducting debriefings.

6. Debriefings are non-adversarial business meetings. Accordingly, offerors may bring legal representation to any oral debriefing, although it is not necessary. If, however, any offeror has legal representation present during an oral debriefing, the agency must also have its legal representative in attendance. Questioning of agency staff by offerors' legal representative(s) is not permitted.

7. A summary of any debriefing should be included in the contract file.

To prospective Respondents to the Mississippi Mandated Group Errors and Omissions Insurance Request for Proposal (RFP). Enclosed is the current Request for Proposal to bid on the State of Mandated Group Errors and Omissions Program. All submissions must be received by 2:00 P.M. CST on Monday, May 16, 2022 at:

Mississippi Real Estate Commission  
4780 Interstate 55 North  
Lefleur's Bluff Tower; Suite 300  
Jackson, Mississippi 39211

The responses will be opened during a specially called meeting of the Mississippi Real Estate Commission on Tuesday, May 17, 2022 at the Commission Office located at 4780 Interstate 55 North, Jackson, Mississippi, 39211.

Thank you for your interest and we look forward to hearing from you.

Sincerely

Robert E. Praytor  
Administrator

Attachments