

**MISSISSIPPI INSURANCE DEPARTMENT
REQUEST FOR PROPOSALS**

**PROFESSIONAL SERVICES
FOR
MISSISSIPPI HEALTH INSURANCE
EXCHANGE ESTABLISHMENT**

ISSUE DATE: November 22, 2011

QUESTIONS DUE BY: December 6, 2011; 4:00 PM

PROPOSAL DUE DATE and TIME: December 16, 2011; 3:00 PM Central Time

LOCATION OF BID OPENING: Mississippi Insurance Department
501 North West Street, Suite 1001
Woolfolk Building
Jackson, MS 39201

PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:

<http://www.mid.state.ms.us/>

THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK:

[http:// www.mid.state.ms.us/](http://www.mid.state.ms.us/)

FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP:

Contact: Liz Barnett
Phone: 601-359-3657
Email: liz.barnett@mid.state.ms.us

RFP Response Checklist

RFP Response Checklist: These items **MUST** be included in your response to this RFP:

_____	1) One clearly marked original response and 4 identical copies of the complete proposal. Please DO NOT include a copy of the RFP.
_____	2) Proposal Transmittal Letter Including the required vendor information: <ol style="list-style-type: none"> 1. Mississippi Department of Revenue Business Account Number (if any) 2. Total Bid amount 3. Name and title of person who would sign the contract 4. Name and title of the company contact person (if different) 5. Contact person: direct telephone number, fax number & email address
_____	3) Experience and Qualifications
_____	4) Business History, References and Previous Work
_____	5) Proposed Subcontractor Information
_____	6) Cost Proposal
_____	7) Acknowledgement and Commitment to Contract Time Period
_____	8) Scope of Work
_____	9) Program Integration Coordination and Cost Allocation Plan
_____	10) Stakeholder Consultation Plan
_____	11) Health Insurance Market Reforms Plan
_____	12) Health Insurance Phase II Establishment Grant Application Plan
_____	13) Contract Budget and Timelines
_____	14) Acknowledgement of all items in Appendix A

SECTION 1: INTRODUCTION

A. PURPOSE OF REQUEST FOR PROPOSAL

The Mississippi Insurance Department (“MID”) is seeking proposals for Professional Services to assist with the activities necessary for Health Insurance Exchange establishment.

Mississippi expressly reserves the right to not award a contract pursuant to this RFP. Contracts awarded pursuant to this RFP will not include minimum guarantees of funding and will include payments based on actual work performed as requested.

B. BACKGROUND

On March 23, 2010, the President signed into law the Patient Protection and Affordable Care Act (“PPACA”). On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 was signed into law. These laws, collectively referred to as the Affordable Care Act, include laws designed to expand coverage, to provide more health care choices, to enhance the quality of care for all Americans, to hold companies more accountable, and to lower health care costs. Among these provisions, is the opportunity for each state to establish an American Health Benefit Exchange (“Exchange”) by January 1, 2014, that will 1) facilitate the purchase of qualified health plans; 2) provide for the establishment of a Small Business Health Options Program (“SHOP Exchange”) designed to assist qualified employers in facilitating the enrollment of their employees in qualified health plans offered in the SHOP Exchange; and 3) meet other requirements specified in PPACA.

Mississippi recently received a Federal grant for the period August 15, 2011 through August 14, 2012, to begin establishment activities for a health benefit Exchange. Please see Appendix B for the Project Abstract included in Mississippi’s *Cooperative Agreement to Support Establishment of State-Operated Health Insurance Exchanges* Level I grant application. The entire grant application is posted on MID’s website:

http://www.mid.state.ms.us/pages/health_care_reform.aspx

SECTION 2: RFP GUIDELINES

A. ADMINISTRATION OF THE RFP

This RFP is issued by the Mississippi Insurance Department. All letters of intent should be submitted in writing to the Grant Project Director:

Aaron Sisk, Senior Attorney
Grant Project Director
Mississippi Insurance Department
501 North West Street, Suite 1001
Woolfolk Building
Jackson, MS 39201
Telephone: (601) 359-3577
Fax: (601) 359-2474
E-Mail: aaron.sisk@mid.state.ms.us

B. PROCUREMENT TIMETABLE

The proposed timetable is as follows:

Request for proposal issued: November 22, 2011

Written questions due: December 6, 2011; 3:00 PM

Responses to questions: December 8, 2011; 5:00 PM

Closing date for receipt of proposals: December 16, 2011; 3:00 PM Central Time

Bid opening: December 16, 2011; 4:00 PM

Target Award date: December 27, 2011

Target date for finalized contract: February 1, 2012

C. COMMUNICATIONS

From the issue date of this RFP until a Contractor is selected and announced, vendors may communicate only with the Grants Manager for questions, information and clarification. RFP questions must be submitted in writing no later than December 6, 2011; 3:00 PM:

Liz Barnett
Grants Manger
Mississippi Insurance Department
501 North West Street, Suite 1001
Woolfolk Building
Jackson, MS 39201
liz.barnett@mid.state.ms.us

D. PROPOSALS

1. General Guidelines

- a) Costs for the development of proposals are the sole responsibility of the vendors. All proposals become the property of the State of Mississippi.
- b) Vendors must include a statement in the proposal certifying that the price was arrived at without any conflict of interest.
- c) Vendors must acknowledge and agree to all requirements listed in Appendix A for contracting for services with the Mississippi Insurance Department.
- d) Proposals **MUST BE IN WRITING OR WRITTEN**. This is required.
- e) The vendor shall provide one original signed copy that is marked ORIGINAL.
- f) Four (4) additional printed copies of the proposal must be submitted with the ORIGINAL in a sealed package marked "MISSISSIPPI HEALTH INSURANCE EXCHANGE ESTABLISHMENT PROPOSAL".

NOTE: Please provide one copy of the four copies loose-leaf bound.

Package must be addressed exactly as stated below in D.1.e).

- g) Proposals and attachments shall be mailed or delivered by the due date of December 16, 2011; 3:00 PM Central Time and must include on the outside of the package the following:

**ATTENTION: BID ENCLOSED - CONFIDENTIAL
DO NOT OPEN**

Aaron Sisk, Senior Attorney
Grant Project Director
Mississippi Insurance Department
501 North West Street, Suite 1001
Woolfolk Building
Jackson, MS 39201

The State reserves the right to accept or reject any or all bids.

2. Proposal Format

Proposals should be prepared simply and economically, providing straightforward, concise descriptions of how the vendor proposes to meet the requirements of the RFP. There is no page limit, but vendors should use reasonable judgment in this regard.

3. Transmittal Letter

To be considered, the proposal must be accompanied by a transmittal letter on company letterhead, signed in ink by an official of the bidding organization authorized to bind the vendor to the provisions of the proposal. The signed transmittal letter must be included in the proposal marked ORIGINAL. It must include a statement that any contract terms spelled out in this RFP would be acceptable if a contract were awarded. The transmittal letter must also be accompanied by a “Vendor Information Sheet” containing the following:

VENDOR INFORMATION SHEET

1. Name of the company or individual
2. Mailing address
3. Street address (for FEDEX or other mail service)
4. Company Federal ID Number (or if an individual, social security number)
5. Mississippi Department of Revenue Business Account Number (if any)
6. Total Bid amount
7. Name and title of person who would sign the contract
8. Name and title of the company contact person (if different)
9. Contact person: direct telephone number, fax number & email address

4. Experience and Qualifications

MID is seeking consultants who have certain experience and qualifications. Vendors should confirm and describe the following:

1. Experience with health related projects and working with other State Insurance Departments;
2. Demonstrated experience in conducting a variety of studies, including any proposed recommendations as a result of the study;
3. Demonstrated experience in strategic planning of health insurance projects;
4. Knowledge of innovative healthcare technology applications;
5. A high level of familiarity with the Patient Protection and Affordable Care Act (“PPACA”);
6. A high level of familiarity with health insurance exchanges and experience with planning, designing, and/or implementing a health insurance exchange; and
7. Ability to function as a liaison between management staff and other State agencies’ representatives.

Please provide:

1. Resumes for all persons proposed to work on this project, including vendor’s company profile and number of years in business should be attached in an appendix.
2. The existing staff, equipment, and facilities currently available to perform the services or that will be made available at the time of contracting.

5. Offeror's principal place of business, and if different, the place of performance of the proposed contract.

6. Age of the offeror's business and average number of employees in the past year.

7. References and Previous Work

The Vendor must provide at least three (3) references and recommendations from other clients. Required information includes customer contact name, address, telephone number, email address, and length of time the account has been a reference. Also list any contracts similar in scope, size, or discipline to the required services in this request. Reference Forms are included in Appendix C. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

The reference information available to the State will be used as follows:

1. As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP.
2. To confirm the capabilities and quality as a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number and names of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included in Appendix C.

8. Proposed Budget

Cost proposals should be included in this Request for Proposals and should include estimates for each element of service requested along with a total. The proposed budget should respond to the requirements set out in the Scope of Work and itemized for each deliverable. It should not be assumed that the full amount of MID's Exchange Establishment Grant received from the U.S. Department of Health and Human Services would be available for this project. Due to the variable nature of the services required, vendors must include hourly rates for each staff class.

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

9. Contract Time Period

A standard MID professional services contract will be executed with the winning vendor. It is estimated that the contract for this project will begin February 1, 2012 and end August 14, 2012. The proposal should confirm this time period and ensure commitment to begin performing services immediately following the finalized contract. The proposal should also

confirm that work will be completed and all deliverables submitted to MID by the end of the contract period. A no cost end date may be extended if both parties are in agreement.

The contract may be renewed at the discretion of MID upon written notice to the contractor at least 30 days prior to the contract anniversary date for a period of one year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed three (3).

10. Discussions

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible to being selected for award. The discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting these discussions, there shall be no disclosure of any information derived from competing offers. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion. Revision of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

11. Evaluation Criteria

Each proposal shall be evaluated based on the following criteria:

CRITERIA	POINTS
Proposed Scope of Work and Proposed Plans- The overall quality of the proposed plan for performing the required services reflecting an understanding of the project and its objectives.	25
Completeness of response to the specific requirements of the solicitation.	5
The ability to perform the services based on previous demonstrated experience and record of past performance of similar work.	20
Proposed budget and total cost.	20
The qualifications and abilities of personnel proposed to perform the services.	15
The ability to begin performing the services and the commitment to complete the scope of work and to provide the required deliverables specified in the contract period.	5
The personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting.	5
Any proposed “value added” service or product.	5
TOTAL POINTS	100

12. Award

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in this Request for Proposals.

The selected Contractor will work directly with the Grant Project Staff in performing the tasks for this project. Specific project oversight and direction will be provided by the Grant Project Director, Aaron Sisk.

The successful vendor for this project may also bid on any future RFPs for implementation and/or operation of an Exchange.

13. General Terms of Ownership

The State shall own and retain unlimited rights to use, disclose, or duplicate all information and data developed, derived, documented, stored, or furnished by the Contractor under the contract. Any models or materials used that are proprietary, trade secret, or confidential information and developed with funds other than funds under this contract may remain as proprietary or confidential. The vendor must identify and explain any portions of their proposals as confidential prior to submission.

14. Confidentiality of Information

The Contractor, its officers, agents and employees, and subs, shall treat all information, which is obtained by it through its performance under a Contract, as confidential information to the extent required by the laws of the State of Mississippi and the United States. Individual identifiable information shall not be disclosed without prior written approval of the Grant Project Director. The use of information obtained by the Contractor in the performance of its duties under this agreement shall be limited to purposes directly related to the requirements of the contract.

15. Proprietary Information

The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

16. Prospective Contractor's Representation Regarding Contingent Fees

The following statement is required to be placed in prospective vendor's response proposal:

The prospective contractor represents as a part of such contractor's proposal that such contractor (use applicable word *has or has not*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure a contract.

SECTION 3: SCOPE OF WORK

The individual components in the Scope of Work must be addressed in the proposal. MID allows for services to be subcontracted. If a vendor intends to subcontract specific services, the vendor should identify the intent to subcontract, the services to be subcontracted, and identify the subcontractor, including sufficient information about the subcontractor to establish the subcontractor's expertise in the subject area. Evidence of the subcontractor's qualifications to perform subcontracted work should be included in the bid and will be part of the Evaluation Criteria. The Subcontractor Reference Form is included in Appendix C.

Objective measures of success, and specific dates and milestones with deliverables shall be achieved. MID and the vendor will work closely with the State's stakeholders to ensure maximum coordination with ongoing Federal and State health care reform initiatives. The vendors' response to this RFP should describe how such coordination will occur, including key milestones and timelines in the proposed Scope of Work.

The United States Department of Health and Human Services (“HHS”) has identified the following core areas for health insurance exchange establishment:

- Background Research
- Stakeholder Consultation
- Legislative and Regulatory Action
- Governance
- Program Integration
- Exchange IT Systems
- Financial Management Oversight and Program Integrity
- Health Insurance Market Reforms
- Providing Assistance to Individuals and Small Businesses, Coverage Appeals, and Complaints
- Business Operations of the Exchange

MID is seeking assistance with three of the above core areas and assistance with planning and developing a Level II *Cooperative Agreement to Support Establishment of State-Operated Health Insurance Exchanges* grant application. To fulfill the objectives, the vendor is expected to:

- A. Propose a strategic plan and implementation activities to address: Program Integration; Stakeholder Consultation; and Health Insurance Market Reforms.
- B. Propose activities to assist MID with planning and developing an application for a Level II Exchange Establishment grant in response to the U.S. Department of Health and Human Services’ (“HHS”) funding opportunity *Cooperative Agreement to Support Establishment of State-Operated Health Insurance Exchanges* issued January 20, 2011. The two remaining grant application due dates are March 30, 2012 and June 29, 2012.
- C. Assistance with the development of rules, regulations and policy governing the Exchange.
- D. Assistance with coordinating and conducting the activities and scope of work of the Exchange Advisory Board and Advisory Subcommittees.
- E. Assistance in preparing materials and reports required by HHS pursuant to the Level I grant award, including, but not limited to, assistance with the gate reviews and other processes required by the HHS Enterprise Life Cycle Framework.

The order of performance for the Scope of Work will be determined by MID, and it may be required that the activities be performed simultaneously during this project. It is expected that the selected vendor will be assisting MID with identifying key questions, analysis, and decision points required as Exchange establishment moves forward. Any additional studies or research that vendors propose would be an added value to the proposal.

DELIVERABLES

The vendor should address the activities it will undertake to perform the Project Scope of Work and complete the following four (4) Strategic Plan Deliverables:

I. Program Integration Coordination and Cost Allocation Plan

Integration with current federal and State health programs will ensure that Mississippi maximizes the impact of the Exchange while minimizing duplication of efforts and costs. It is anticipated that the successful vendor will work very closely with MID to ensure maximum coordination with other State health care entities such as Medicaid, CHIP, etc.

The vendor is expected to provide a plan to coordinate activities that promote program integration and propose activities for development of a cost allocation plan. The cost allocation plan will include Medicaid, the Children's Health Insurance Program ("CHIP"), and other federally funded health and human services programs that would potentially benefit from the health insurance Exchange.

II. Stakeholder Consultation Plan

Gathering stakeholder input throughout the Exchange establishment process will be critical to successful implementation of the Exchange. MID intends to build on the successful Phase I Stakeholder Meetings conducted during the Exchange planning grant activities. The vendor is expected to provide a stakeholder engagement plan for activities to be carried out in Phase II stakeholder meetings that will further promote public awareness and involvement. The vendor should propose activities building on the platform in the report, *Preparing for the Mississippi Health Benefit Exchange: Final Report* posted on MID's website http://www.mid.state.ms.us/pages/health_care_reform.aspx

Mississippi Insurance Department Bulletin 2011-9, dated October 18, 2011, established an Exchange Advisory Board and Advisory Board Subcommittees. Each group is required to meet quarterly. The vendor will further be expected to assist MID with engaging these groups as they provide input regarding the establishment of Exchange programs and ongoing Exchange operations in Mississippi.

III. Health Insurance Market Reforms Plan

In Sections 1311(a)(4)(A)(ii) and 1321(c)(1)(B)(ii)(II), the Affordable Care Act ("ACA") requires each State to show progress implementing the health insurance market reforms that are set forth in Subtitles A and C of the Affordable Care Act as a condition of receiving establishment grants. Mississippi may require development of appropriate regulations to ensure that health insurance market reforms are implemented for a successful Exchange.

Mississippi's Exchange will seek to avoid adverse selection by taking measures intended to ensure those who buy health insurance through the Exchange are a broad mix of healthy and less healthy participants. States have flexibility to provide further regulation inside and outside the Exchange and to take necessary action to prevent adverse selection. Mississippi intends to work with Federal and State government agencies, relevant stakeholders, national experts, and any other appropriate entity or individual, in order to develop policy that will limit adverse selection within the Exchange. Reinsurance, risk adjustment and risk corridor programs may also be implemented to help avoid adverse selection.

The vendor should propose activities to be executed by MID to demonstrate progress in implementing these reforms. Demographic and diagnostic data collection activities to support risk adjustment will also be required.

IV. Phase II Establishment Grant Application Plan

Once sufficient progress has been made in the Level I Establishment project, MID anticipates submitting an application for a Level II grant. Level II Establishment awards provide funding to applicants who demonstrate specific accomplishments. The vendor will be required to assist MID in preparing:

1. An Exchange budget that extends through 2014;
2. A plan for financial sustainability for Mississippi's Health Insurance Exchange by the year 2015;
3. A plan to prevent fraud, waste, and abuse;
4. A plan that will expand capacity and continue to provide assistance to individuals and small businesses in the State; and
5. Any other information required to develop a complete and thorough grant application.

SECTION 4: CONTRACT BUDGET AND TIMELINES

The proposal should include a proposed detailed budget outlining the number of proposed personnel along with hourly rates and estimates of hours, travel costs, supplies, and other costs associated with the required work to be performed.

It is expected that the Vendor will hold regular conference calls with MID and schedule any necessary in-person meetings with MID project staff.

Vendors should propose the timelines applicable to complete the required Scope of Work. A comprehensive timeline that addresses all tasks and deliverables is preferred rather than addressing the various timelines referenced throughout this request.

APPENDIX A

The following requirements for contractual services must be acknowledged and agreed upon by the vendor:

I. APPLICABLE LAW

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

II. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Mississippi Insurance 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 federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Mississippi Insurance Department, the Mississippi Insurance Department shall have the right upon ten (10) working days to provide written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expense to the Mississippi Insurance Department of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

III. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

IV. INFORMALITIES AND IRREGULARITIES

The Mississippi Insurance Department has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a vendor with the bid for the Mississippi Insurance Department to properly evaluate the bid, the Mississippi Insurance Department has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

V. COMPLIANCE WITH LAWS

The Contractor understands that the Mississippi Insurance Department is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this

agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

VI. CONFIDENTIALITY

The Contractor shall agree to assure the confidentiality of any records obtained from the State Personnel Board as required by state and federal privacy laws. No information, documents or other material provided to or prepared by the Contractor deemed confidential by MID pursuant to State and Federal privacy laws, shall be made available to any person or organization without the prior approval of MID. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor.

VII. STOP WORK ORDER

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

- A. cancel the stop work order; or,
- B. terminate the work covered by such order as provided in the Termination for Default Clause-or the Termination for Convenience Clause of this contract.

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

- A. the stop work order results in an increase in the time required for the performance of any part of this contract; and,
- B. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

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

VIII. REPRESENTATION REGARDING CONTINGENT FEES

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

IX. REPRESENTATION REGARDING GRATUITIES

The vendor, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the *Mississippi Personal Service Contract Rules and Regulations*.

X. AMENDMENTS TO REQUESTS FOR PROPOSALS

Amendments to Requests for Proposals may be made in accordance with the Mississippi Personal Services Contract Review Board Rules and Regulations, Section 3-202.08 (Amendments to Invitations for Bids) prior to submission of proposals. After submission of proposals, amendments may be made in accordance with Section 3-202.19.2 (Procedure for Phase One of Multi-Step Sealed Bidding, Amendments to the Invitation for Bids).

XI. ACKNOWLEDGMENT OF AMENDMENTS

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

XII. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

XIII. E-VERIFICATION

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, 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 legal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

1. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

3. both--in the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

IX. PROPRIETARY INFORMATION

The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

APPENDIX B

MID HEALTH INSURANCE EXCHANGE ESTABLISHMENT GRANT PROJECT ABSTRACT

Application title: Mississippi's Cooperative Agreement to Support Establishment of State-Operated Health Insurance Exchanges

Applicant: Mississippi Insurance Department

Funding opportunity number: IE-HBE-11-004

Project Director: Aaron Sisk

Address: 501 North West Street, Suite 1001, Jackson, MS 39201

Congressional district(s) served: State of Mississippi

Project Director phone and fax numbers: 601-359- 3569: 601-359-2474

Email address: aaron.sisk@mid.state.ms.us

Organizational Website address: www.mid.state.ms.us

Category of Funding: Level I

Projected date for project completion: August 30, 2012

The Mississippi Insurance Department's ("MID") mission is to *impartially and fairly enforce the laws and regulations enumerated in Miss. Code Ann., § 83-1-1, et. seq., thereby creating a competitive marketplace for the sale of insurance products and services while providing the State's citizens with the maximum amount of consumer protection.* As the regulatory authority over all health insurance policies sold in the State of Mississippi and because MID will have integral involvement with the Exchange, MID is applying for a Level One Establishment Grant from the United States Department of Health and Human Services ("HHS") to further its planning for the establishment of a state-operated health benefit Exchange.

Mississippi has a total population of 2,951,996 persons. Of this population, 532,993 are currently uninsured. Mississippi's Exchange will serve an extremely diverse audience as the needs of Mississippians differ by region, ethnicity, and socioeconomic status. Fifty-five percent (55%) of the state's residents live in rural areas and the State ranks last in the United States in the percentage of people who use the Internet inside or outside of the home. Despite these challenges, Mississippi will use the awarded grant funds to meet the following program objectives:

A: Exchange Establishment Core Areas: Mississippi will use the requested funds to perform activities intended to allow the Exchange to meet, at a minimum, the required Exchange Establishment core areas.

B: Demonstrating Progress Toward Milestones: Mississippi will establish well defined milestones, organized under each of the aforesaid core areas, to be met by the Exchange. Please see the Work Plan attached hereto as Section E.

C: Early Deliverables: In order to be certified by HHS by January 1, 2013, Mississippi is committed to carry out the activities required to establish a health benefit exchange on an expedited schedule. MID has completed research regarding the existing health insurance market in the State and will use this research to create a market driven state-based Exchange with a web portal geared toward consumers. Mississippi will conduct an extensive public education and outreach program to inform consumers about access to health insurance through the Exchange. MID will continue to

coordinate with Medicaid, CHIP and other appropriate programs regarding eligibility determination and other Exchange activities.

D: Providing Assistance to Individuals and Small Business, Coverage of Appeals and Complaints: Providing assistance to individuals and small businesses is a priority and an essential element of a well-functioning Exchange. Mississippi will utilize grant funds to provide assistance to individuals and small businesses through existing consumer assistance programs. A navigator program will be developed and integrated into Exchange operations to assist consumers in their interactions with the Exchange.

E: Exchange Certification: Mississippi will develop a highly functioning and sustainable Exchange and will work with HHS toward certification of that Exchange by January 1, 2013. MID will show progress in the establishment of a state-operated Exchange based on timely completion of each milestone in the proposed work plan.

APPENDIX C

REFERENCE FORM

Complete Reference Forms for each reference.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

List of any contracts similar in scope, size, or discipline to the required services in this request:

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
Email:

Scope of services/products to be provided by subcontractor:

Complete Reference Forms for each subcontractor.

Contact Name:
Company name:
Address:
Phone #:
Email:

Description of product/services/project, including start and end dates: