

**OVERSIGHT, ASSISTANCE, AND MONITORING OF THE
AMERICAN RECOVERY AND REINVESTMENT ACT
IN MISSISSIPPI:
A REQUEST FOR PROPOSALS**



STACEY E. PICKERING
STATE AUDITOR

RFP No. 09-08-04-OSA

Mississippi Office of the State Auditor
501 N. West Street
Suite 801, Woolfolk Building
Jackson, MS 39201

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August 4, 2009

www.osa.state.ms.us



I. General Information

The **Mississippi Office of the State Auditor (OSA)** is seeking sealed bids and proposals from firms to provide compliance testing and oversight services related to the **American Recovery and Reinvestment Act (ARRA) of 2009**. The Mississippi Office of the State Auditor intends to contract for oversight, testing, and monitoring services related to ARRA. These services will cover funds that are distributed to and used by non-SAAS entities, such as universities; community and junior colleges; municipalities; counties; school districts; and private and non-profit entities in Mississippi. The successful contractor will become part of a project team responsible for testing and ensuring compliance with all ARRA provisions requiring action by the State of Mississippi, its agencies and authorities.

The OSA is undertaking this Request for Proposal (RFP) to assist the State of Mississippi in adhering to the core objectives of ARRA:

- Recovery funds are awarded and distributed in a prompt, fair, and reasonable manner;
- The recipients and uses of all recovery funds are transparent to the public, and that the public benefits of these funds are reported clearly, accurately, and in a timely manner;
- Recovery funds are used for authorized purposes and every step is taken to prevent instances of fraud, waste, error, and abuse;
- Projects funded under the recovery legislation avoid unnecessary delays and cost overruns; and
- Programs meet specific goals and targets, and contribute to improved performance on broad economic indicators.

The term of the contract is anticipated to be two years (from October 1, 2009 through September 30, 2011). The OSA may, at its option, renew the contract for up to two (2) additional one-year terms.

This solicitation is a request for sealed bids for cost estimates and related technical proposals. The deadline for bids and proposals to be received in the OSA office is at 2:00 PM August 14, 2009. The State Auditor will accept sealed bids and proposals until the deadline listed in this RFP. If bids arrive after 2:00 PM, on the deadline day they will be returned unopened to the bidder via certified mail. The unopened bid will have a cover letter attached stating that the bid was received after the deadline and was not accepted. Respondents are solely responsible for ensuring their proposals are delivered on time. Delays caused by any delivery service, including the US Postal Service, will not constitute grounds for an extension of the deadline for the receipt of the proposals. Postmarking by the due date will not substitute for actual proposal receipt. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

The complete Request for Proposals, with submission requirements and instructions, can be found at <http://stimulus.ms.gov>, <http://www.osa.state.ms.us/arra.htm>, or at <http://www.mscpc.com/MississippiARRAStimulusProjects/tabid/79/Default.aspx>

Using the subject line "OSA RFP for ARRA Oversight," address any questions related to this Request for Proposals to:

Mr. Bill Pope, Chief of Staff
Mississippi Office of the State Auditor
501 N. West Street
Suite 801, Woolfolk Building
Jackson, MS 39201
Phone: (601) 576-2800
Fax: (601) 576-2687
Toll Free: (800) 321-1275
billpope@osa.state.ms.us

In any question submitted, sender must identify self, title, company, and contact information.



To be considered for this RFP, bidders must follow the timeline below.

RFP and Contract Award Time Line	
<i>Item</i>	<i>Date of Action</i>
RFP Release:	Tuesday, August 04, 2009
Closing Date for Firm Inquiries:	Friday, August 7, 2009 at 2:00 p.m. CST
Response to Inquiries:	On or about Monday, August 10th, 2009
Proposal Submission Deadline:	Friday, August 14, 2009 at 2:00 p.m. CST
Selection:	August - September, 2009
Contract Award:	On or about October 1, 2009

II. Definitions

The term “Bidder” shall be defined as an individual, organization, or company that is external to the State of Mississippi and submits a bid for this procurement opportunity. For the purposes of this RFP, the following terms will be used interchangeably: Bidder, Consultant, contractor, Firm, Offerer, Proposer, and Vendor.

The term “SAAS” refers to the Mississippi Statewide Automated Accounting System. A non-SAAS entity refers to any entity not directly connected to the SAAS system and includes universities, community and junior colleges, school districts, municipal and county government, any other government or quasi-government entity, for profits, and not-for-profits.

A “Responsive Submission/Proposal” refers to a respondent’s submission, which adequately addresses all requirements and elements of this RFP.

A “Non-Responsive Submission/Proposal” refers to a respondent’s submission, which does not adequately address all requirements and elements of this RFP.

III. Addenda: Errors and Omissions

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, immediately notify the contact person, Bill Pope, OSA Chief of Staff of such error and request clarification or modification to the document. OSA shall make RFP modifications by addenda, provided that any such modifications would not materially benefit or disadvantage any particular firm.

If a bidder fails, prior to the proposal submission deadline, to notify OSA of a known error or an error that reasonably should have been known, the bidder shall assume the risk. If awarded the contract, the bidder shall not be entitled to additional compensation or time because of the error or its late correction.

IV. Description of Project and Proposal Requirements

The following sections outline the specific areas for this RFP. These sections may result in a single or multiple awards, based on responses and funding availability. OSA will evaluate and rank each response to this RFP based on overall evidence of capability, staffing, and experience in the areas of compliance testing, financial revenue, expenditure testing, and internal control testing related to federal grant award oversight.

The OSA reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received. In addition, OSA may choose not to pursue a



contract or contracts for services, should funding not be available or should it be insufficient. This request for proposals does not obligate OSA to pay any costs incurred by respondents in the preparation and submission of their statement of interest. Furthermore, the request does not obligate OSA to accept or contract for any expressed or implied services. OSA may or may not negotiate the scope of services with one or more respondents. The decision of OSA is final. All proposals and bids will be confidential until they are publicly opened after the submission deadline has passed. The Mississippi Office of the State Auditor does not discriminate based on race, religion, national origin, sex, age, or disability. The Mississippi Office of the State Auditor will adhere to any state and federal laws or regulations regarding minority business set-asides.

OSA reserves the right to exclude any and all non-responsive bids from any consideration for contract award. OSA will award the contract to the bidder whose bid is most responsive to the solicitation and is determined to be most advantageous in price, quality, and other factors considered. OSA reserves the right to award the contract to a bidder other than the lowest price bidder when it can be clearly demonstrated, to the satisfaction of OSA, that award to the low bidder would not be in the best interest of OSA and the State of Mississippi.

Questions pertaining to the proposal process or the contemplated contractual services should be directed in writing, via e-mail, to Mr. Bill Pope, OSA Chief of Staff (contact information provided on page 1). Any changes to this notice will be posted on the OSA website as an addendum and provided to anyone who has already requested updates.

Any contract for this project will be based on services stated on a cost reimbursement basis (hourly rate and maximum hours fixed). Any contract(s) awarded under this RFP will have a “not-to-exceed” clause which will limit the allowable fees charged in connection with this project through close out. The project and contract(s) will be developed in a manner that satisfies all applicable Federal, State, and Local laws and regulations.

The OSA, in an attempt to comply with and anticipate the federal government’s oversight, transparency, and accountability requirements placed on States, is undertaking to contract with one or more parties that are qualified (in whole, or in part) to assist with “front-end,” “real-time,” auditing services. These services may include (but are not limited to) accounting reviews, project and contract selection reviews, compliance reviews, deadline and reporting monitoring, performance evaluation and performance measures (which may include independent internal control testing). Any contract awarded under this RFP should result in the types of data collection and reporting that will ultimately provide the State, and the public with useful information about ARRA projects in Mississippi. ARRA projects may encompass services, construction, research, benefit provisions, and other delivery areas at all levels of government and the private sector. Because transparency and accountability of ARRA dollars is expected, the responsibilities envisioned by this project may include reviews of private sector contract recipients of ARRA funds, as well. SB 3052, passed in the 2009 regular session provides OSA the authority to gather information and have oversight of any ARRA funds in the State, regardless of whether those funds are provided to government or non-government entities. However, such work will not include any oversight of federal funds made directly to an individual.

The successful respondent must be willing to certify they will establish a program governance office in Mississippi which, maintains project control standards, milestone management, management reporting, and key performance indicators. Additionally, this office will serve as the centralized office from which a pool of qualified, skilled, and experienced project managers can be drawn and who will assist in the oversight and testing of the ARRA projects and related tasks. The successful bidder must also agree to maintain precise and accurate records of all expenditures and all matters related to the contract (contemplated by this RFP). In addition, the successful respondent must be willing to transfer all records of any kind, whatsoever related to such a project, to OSA at the end of the contract; and make such records available to the OSA for inspection, without notice, at any time during the term of the project.

V. Request for Proposals

After receiving written notice of funds availability, OSA will undertake the RFP process. OSA will begin this process of selecting a firm or firms to undertake and provide the oversight and monitoring services of all ARRA related projects (ARRA) conducted in Mississippi. The numbers of these projects will vary; therefore, if contract(s) are awarded, OSA reserves the right to add to or subtract from the contract agreement in order to meet the demands of the oversight and



accountability requirements. *For any submission under this RFP, only information received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.*

OSA will evaluate all responsive proposals in the context of what it determines to be the most relevant factors. These subjective factors, which represent potentially determinative indicators of each respondent's ability to meet the RFP objectives, may include the following:

- Responsiveness – proposal thoroughness, understanding of the federal stimulus program, grant program operating environment and OSA's goals, grasp of relevant best practices, and the organizational presence in the State;
- Organizational capabilities – ability to do business in Mississippi, requisite stability, financial strength, and technical resources, public sector commitment, state government experience, breadth of relevant project experience (as evidenced in part by client references), depth of relevant functional experience (with public sector audits and performance reviews), and familiarity with the subject grant programs;
- Project team capabilities – a well-conceived staffing plan, the sufficiency of the expertise, experience and other attributes of the proposed staff to fulfill the project needs and the authority and capabilities of the proposed project manager (as evidenced in part by client references);
- Technical Approach – the soundness of the proposed service plan, the comprehensiveness, quality, timeliness and reliability of the proposed services, the ability to deliver the mandatory services in a timely, orderly and productive manner, and the plan for overcoming any potential implementation issues; and
- Cost-effectiveness – overall value of proposed services, including contract service costs (unit and aggregate costs), likely fiscal and other quantifiable benefits associated with the service and the ultimate return on OSA's investment for the proposed services.

OSA reserves the right to consider other factors as deemed necessary to meet or exceed its objectives for this project, and to ensure that the State's interests are satisfied. Once decisions are made regarding the most cost-effective contractors for this project, OSA will proceed with the contract execution phase. OSA will select at least one respondent to provide the required services, but may select multiple respondents in order to ensure service to all parts of the State. In any event, the State will select offerors whose submittals are in the best interests of the State. OSA reserves the right to award contracts to alternate respondents should contract awards with the recommended respondent(s) prove unproductive.

VI. Anticipated Scope of Work

Please note—respondents to this RFP should be aware that, although OSA seeks to find one or more comprehensive firms that will provide their qualifications under this Request, expertise in all areas is not required. OSA seeks submissions from all firms, including small, local, regional, or large firms with expertise in limited areas that relate to oversight and accountability of ARRA funds and projects. Such submissions should heavily emphasize the strengths in limited areas, including experience with various government entities. OSA will adhere to any State and federal laws or regulations regarding minority business set-asides.

If one or more contracts are awarded under this RFP, or if subcontracting is utilized, the primary pool for those subcontracts will be qualified firms that submitted under this RFP. Ultimately, funding amounts and priorities will drive the final scope of services.

Guidance and implementation standards of ARRA continue to be developed and refined. At the time of the release of this RFP, specific assignments to be performed have not been delineated. Therefore, the nature of the services requested will be on an as-needed basis. The scope of services may include the following:

1. Ensuring through sampling and testing that non-State agencies, other governing and private entities (sub recipients) receiving ARRA funds, and the projects they sponsor, comply with:
 - a. The terms of the ARRA, including accounting, spending, reporting, notices, contracts, etc.;
 - b. Legislation, if any, enacted by the Legislature pertaining to the ARRA program;
 - c. The State's policies and standards;



2. Monitoring compliance with reporting, key metrics, milestones, and policies and procedures;
3. Tracking and monitoring projects for timeliness and accuracy; including a minimum 5% categorical testing sample monthly, and escalation of critical issues and risks where necessary, including but not limited to referrals for investigations or in-depth performance related audits;
4. Ensuring that projects provide necessary financial, progress and status reporting, tracking, Federal and State reporting requirements, through internal control testing and sampling methodologies; and
5. Ensuring, through testing, that developed systems are compliant with audit requirements of the Federal and State government.

VII. Company Information

Each prospective respondent shall provide a cover letter with their response that clearly identifies their area(s) of interest based on the scope of work and the types of entities covered under this RFP. The cover letter shall be no more than three (3) pages and shall include, at a minimum, the company name, tax identification number, DUNS number, description of the firm/team, the legal company organization, primary contact name, phone number(s), address, fax number, and email address. Someone who can legally bind the company to a commitment in the future must sign the letter. As a clearly identified Appendix to this RFP, relevant organization chart(s) with names and titles need to be supplied. Finally, the certification found at the end of this RFP must be a part of the cover letter.

Attached to this cover letter should be an up-to-date DUNs report on the firm and any collaborators/partnerships working with that firm.

VIII. Qualifications Criteria

In order to be a qualified party, the successful respondent will provide sufficient information related to the following five areas. All qualified proposals will be evaluated and scored in a manner prescribed by OSA, with final selection made by the MS Office of the State Auditor. Any decision made by OSA will be final. Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included may be used to evaluate your firm as part of any criteria regardless of where that information is found within these sections. Information obtained from the proposal and from any other relevant source may be used in the evaluation and selection process. The proposals received by the deadline stated above will be ranked according the following criteria:

1. Relevant Firm Experience

- a. Applicant's overall reputation, service capabilities and quality as it relates to this project.
- b. A statement detailing whether the applicant is Mississippi owned and based, and if so, for how long. Where applicable, provide previous addresses if the applicant business has moved, if within the last ten years.
- c. List and briefly describe 3-5 comparable projects completed by your firm or currently in progress over the last five years; include your firm's role, and discuss contract amendment history, if applicable. For each project, include: contract value (original value plus all contract amendments, if applicable), project owner, project location, contact name and title, address, current/accurate telephone number, fax number, and email address (if available).
- d. Provide a minimum of three referrals and references from other agencies and owners. If possible, references should be from the projects listed above and should be limited to the last five (5) years.
- e. List all projects in the last five (5) years that were with the State of Mississippi or local governments, or provide a statement that there were no projects in the last five (5) years with the State of Mississippi or any local government entity.
- f. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute within the last five years; any claim filed against your firm within the last five years; or any termination from a project within the last five years.



- g. List applicant capacity and intent to proceed without delay if selected for this work.
- h. Provide photocopies (attached as a clearly marked Appendix to this response) of all relevant licenses, certifications, and professional memberships, etc.

2. Team Experience & Qualifications

- a. Describe each team member's position within the firm. Provide resumes of each proposed team member in Appendix A. List professional continuing education.
- b. Briefly describe each team member's role on this project. *Please note, once listed in your RFP submission, these members would not be able to be reassigned without the approval of OSA and/or the Prime contractor and any reassignments would have to be equivalent qualifications. Please choose individuals with this in mind.*
- c. Provide "team" experience working together on similar projects.
- d. Identify proposed sub-consultants.
- e. Individually list any current employees who have previously been employed by the State of Mississippi and local government within the last five years. Include the government entity and dates of such employment.

3. Project Understanding and Approach

- a. Describe your understanding of the project.
- b. Identify and discuss any potential problems during design and implementation phase.
- c. Identify and discuss methods to mitigate those problems.
- d. Describe and discuss applicant areas of strength, as they would apply to this project.
- e. Describe applicant limitations, as they would apply to this project.

4. Approach to Project Management

- a. Describe your firm's project management approach and team organization during programming, designing, and implementation phases for similar projects. How would these areas apply to this project.?
- b. Describe systems used for planning, scheduling, estimating, and managing project oversight and accountability services.
- c. Describe the firm's experience on quality assurance and dispute resolution.
- d. Describe the Quality Assurance/Quality Control as it relates to data and other information gathering for this project. Include a statement about how that would be implemented in this project.

5. Other Factors

- a. Provide current workload and ability to proceed promptly.
- b. Willingness to abide by the State contract clauses as provided in the PSCRB regulations found at www.spb.state.ms.us (See the Appendix D) with few or no objections or changes.
- c. Provide statement regarding your assurance that this engagement will not result in a conflict of interest—including, but not limited to, audit engagements, oversight over existing contracts outside of State government, and any other official reasons that a conflict of interest might be determined under State and federal law.
- d. Provide relevant factors that may impact the quality and value of work.
- e. Identify any contract terms and conditions that could be problematic and disclose any potential exceptions to contract terms listed throughout this RFP in the proposal submission proposals.
- f. List any special contract terms and conditions the firm/team would like to be considered for inclusion in any contract it might execute with OSA under this RFP.

Please note: If not selected in the RFP process as a Prime contractor(s), qualified respondents may become part of a pre-qualified subcontractor pool.



IX. Submission Requirements: Technical Proposal

There should be no dollar unit or costs included in the Technical Proposal Document. The proposal shall include a cover letter of no more than three (3) pages, plus a maximum of twenty (20) pages to address the proposal criteria specified above (excluding resumes, which should be clearly designated in a separate Appendix). Any Table of Contents and section divider pages will not count towards the total page count. Resumes for each anticipated key team member shall be limited to no more than three pages and shall be attached to a clearly marked Appendix. *Be aware that team members identified in the proposal will be regarded as the key staff for the contract, if selected.* Please use page numbers in the submission.

One original (marked as the original) and three (3) copies of the proposal and appendices must be submitted in sealed packaging by the deadline in order to be considered. Failure to comply with the following criteria may be grounds for disqualifications:

- Receipt of submittal by the specified cut-off date and time;
- The number of originals and/or copies of the submittal specified; and
- Adherence to maximum page requirements.

Adherence to the maximum page criteria is critical; each page side (maximum 8 ½" X 11") with criteria information will be counted. Pages that have photos, charts, and graphs will be counted towards the maximum number of pages.

PLEASE NOTE:

1. Submitter must ensure that the outside packaging must have the following label clearly visible: "ARRA RFP TECHNICAL PROPOSAL."
2. Sealed proposals must be separate from sealed bids, but within the same single submission package. Bids will remain sealed until the evaluation of bids begins. Interested bidders must submit one (1) original (marked as an original) and two (2) copies of the bid.
3. There should be no dollar unit or costs included in the Technical Proposal Document.

X. Cost Proposal/Bid Submission

Bids shall be submitted in the same package as the proposal, but shall be sealed separately. Submitter must ensure that the outside packaging for the cost proposal/bid has the following label clearly visible: "ARRA RFP SEALED COST PROPOSAL/BID SUBMISSION." Any bids received that are not under separate sealed packaging will be returned to the offeror.

Written bids shall be in the form of a narrative and separate cost schedule format that details the allowed cost elements of this RFP. Those elements shall include:

1. A statement of total estimated price based on the bidding requirements below;
2. Aggregate hourly staff rate based on the cost per hour of all staff to be assigned to the project, which includes any fringe benefits and other allowable costs listed in Section XI;
3. Estimated travel costs based on the allowed elements listed in section XI under "travel expenses."
4. Other estimated expenses that would be directly related to this project, but which are not already included in items #2 or #3 above.
5. Name, address, e-mail address, point of contact, and telephone number of the Offeror. The point of contact for the bid portion of this RFP may be different from the point of contact for the technical proposal portion of this RFP.

The narrative shall describe the elements of the separate cost schedule and both shall address the calculation of the total estimated cost for this project on an annual basis.



XI. Cost Proposal/Bidding Requirements

Please submit one (1) original and three (3) copies of the cost proposal/bid in a single sealed envelope or packaging. An official authorized to contractually bind the prospective bidder shall sign the cost proposal/bid. The sealed bid package must contain the phrase "ARRA RFP Oversight-Cost/Bid Proposal."

The cost proposal/bid should contain a separate transmittal letter signed by an official authorized to bind the firm to its provisions. Bidders must provide the information described below for the contract period and the two (2) one-year optional renewal periods. *The rates included in the proposal should be the firm's lowest discounted governmental rates.*

OSA will require submission of adequate documentation from the contractor to verify expenses prior to reimbursement.

Staffing Cost Rates. OSA expects to sample as many as 10% of all active ARRA prime recipient projects every two months, with reports due at the end of each testing phase. In addition to the elements in the Scope of Work listed in this RFP, the cost proposal/bid for this RFP should be based on 250 ARRA Prime Recipients annually, statewide. Further, the cost proposal/bid should be consistent with its technical proposal submission related to staffing and experience.

Hourly fees should be inclusive of all administrative expenses (i.e., computer charges, copying, postage, and other expenses related to this engagement). Expenses such as office space, equipment and supplies for on-site work performed by the contractor must not be included in the contractor's proposed project costs. Any contract awarded will not provide reimbursement for office space, equipment, or supplies (unless the supplies are directly related to approved contract elements, such as report generation, correspondence, etc.). OSA will compensate the contractor following the submission of an approvable invoice on a reimbursement basis. Invoices should be submitted for hourly on-going assistance on monthly basis, in the month following the period in which the services were performed, and for assignments with deliverables upon completion of those work products.

Travel expenses will be reimbursed to cover the cost of travel for the contractor. Reimbursement is for actual expenses not to exceed the limits shown below. Invoices must be provided for reimbursement. OSA will reimburse for travel expenses as follows:

- Hotel/Motel – Receipt required. In general, it is expected that the contractor will not utilize any extravagant facilities and will attempt to keep costs down. Any lodging costs in excess of \$125 per night must be pre-approved in writing by OSA. Some hotels using State contract pricing will allow cost reimbursable contractors on official business to take advantage of the State contract rates. To determine which State contract hotels will allow this, go to <http://www.dfa.state.ms.us/Purchasing/Travel/Travel.html>. Click on the link for Hotel/Motel Services. The hotels listed are under the currently approved contract. You will have to ask the hotel when you call them if they will allow you as a Cost Reimbursable contractor on Official Business to use the State approved rate.
- Meals – Receipts for meals are required. As of January 1, 2009, the rate for the Jackson metropolitan area was \$31 per day. OSA will reimburse necessary expenses according to the State employee reimbursement rates for the location visited not to exceed actual expenses covered by receipts. All location rates can be viewed at <http://www.dfa.state.ms.us/Purchasing/Travel/convertedrates.pdf>.
- Mileage - Mileage is limited to the current rate of reimbursement allowed for employees if contractor is in travel status for OSA and uses a personal car.
- Car rental – Receipts for gas are required. If contractor determines it is necessary to rent a car for travel related to this contract, prior approval must be obtained from OSA. The contractor will be reimbursed at actual costs.
- No travel to conferences or other contractor training will be reimbursed under this contract unless OSA requests such travel. The contractor is assumed to have and be able to maintain sufficient and adequate knowledge through its normal course of business. This contract is for oversight and testing only.

To estimate travel costs for the purposes of the cost proposal/bid under this RFP, assume there are 250 prime recipients State-wide, with equal numbers spread across the State. Further, assume that the successful bidder will be required to test various control and expenditure processes from at least a 10% sample every two months (Therefore 25 prime recipients will need to be tested every two months). Assume that all travel expenses paid under this contract must conform to State travel reimbursements for employees and that mileage, hotel, and meal limitations will apply. Those rules may be found at <http://www.dfa.state.ms.us/Purchasing/Travel/Travel.html>



Other Expected Expenses. Any expenses directly related to this project, not already covered under staffing costs or travel expenses and not already precluded by an earlier section should be listed under this item. In the narrative, a general list of the items with an explanation for their inclusion and in the separate cost schedule, just the category “Other Expenses” as an item is sufficient.

XII. Bid Evaluation

A comprehensive, fair, and impartial evaluation of bids received in response to this RFP will be conducted. OSA will determine if each bid is sufficiently responsive to the RFP. Each bid that is incomplete will be declared non-responsive and will be rejected with no further evaluation. OSA reserves the right to waive minor variances or reject any or all bids. OSA also reserves the right to request clarifications from all bidders. The bidder must provide a sufficiently detailed response demonstrating that the bidder considered all requirements and developed a specific approach to meeting each requirement. Bids will be evaluated on accounting consulting experience, a description of services, price, and ability to meet the agreed upon requirements. Bids shall provide a description of the bidder’s experience in conducting, developing, and preparing internal control reviews and performing risk assessments; as well as, their experience working with government agencies on similar matters.

XIII. Future Payment Under Contract

OSA agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. The State requires the contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to OSA using the processes and procedures identified by the State. Payments by OSA using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State (See E-Payment to Vendors, below).

XIV. Terms of the Contract

The successful bidder will enter into a contract with OSA for a term of two (2) years with up to two (2) one year extensions. The Term will begin on or after October 1, 2009. At the discretion of OSA, the contract may be terminated with or without cause, at any time upon the giving of thirty (30) day advance written notice to the other party. Other terms and conditions may become part of the final contract terms.

The successful bidder who contracts with OSA understands and agrees that some or all of this Agreement is funded by the American Recovery and Reinvestment Act (ARRA) of 2009 and, as such, represents and warrants that it will comply with all State and Federal requirements of ARRA.

XV. Acknowledgment 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 date in the space provided for this purpose on the bid form, or by letter. OSA must receive the acknowledgment by the time and at the place specified.

**XVI. Other RFP Guidelines****Offeror Inquiries**

All questions in regard to this RFP must be made in writing by e-mail to the designated contact listed in the first section of this RFP. Respondents may submit written questions no later than Friday, August 7, 2009 at 2:00 p.m. CST. It is the offeror's responsibility to determine whether the RFP Contact has received such communications. The State will post the addendum with all of the questions and answers asked on or about Monday, August 10, 2009.

Proposal Acceptance

The issuance of this RFP does not constitute a commitment by OSA to award a contract or pay any costs incurred by offerors in responding to this RFP, providing additional information or for participating in any presentations or interviews. OSA reserves the right, in its sole discretion, to reject any or all proposals, or any portions thereof, to waive any irregularities or informalities in the proposal process, to accept or reject any item or combination of items, to re-advertise for proposals, to withhold the award for any reason it determines, or to take any other appropriate action that is in OSA's best interest. As a result of the selection of an offeror, OSA is neither endorsing nor suggesting that the offeror's services are the best or only solution.

Offeror Representations

All offerors are responsible for obtaining a sufficient understanding of OSA's requirements to adequately respond to this RFP. The failure of any offeror to examine this RFP shall in no way relieve it of its obligations with respect to its proposal or, if it is selected, the subsequent contract. If a respondent is unable to meet any requirements set forth herein, then it must clearly indicate any requirements it is unable to meet within the technical proposal submission. The vendor agrees to make no reference to OSA, in any literature, promotional material, brochures, sales presentation or the like without OSA's written permission.

Proprietary Information

OSA will not disclose any portion of any proposal prior to the award of a contract to anyone other than the members of the evaluation committee, or other relevant OSA staff. After a contract is awarded in whole or in part, OSA shall have the right to duplicate, use, or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record. Moreover, OSA shall have the right to use any ideas, or adaptations of such ideas, contained in any proposal received in response to this RFP, and neither the selection nor rejection of any proposal will in any way impair this right. If a proposal contains any information in areas that an offeror views as proprietary, that offeror is required to specify that information as such in the proposal.

Offeror Staffing under this RFP

Any staff listed as part of the project team in response to this RFP will be the approved staff for any contract awarded and will not be able to be reassigned without the approval of OSA and/or the Prime contractor. Any replacements or reassignments shall have equivalent qualifications and be approved by OSA. Please choose individuals with this in mind.

Other Issues

OSA reserves the right, in its sole discretion, to postpone or cancel this RFP, reject any or all proposals, waive any irregularity or informality in any proposal or the selection process, cancel any award made pursuant to this RFP and award any contract for the items herein, either in whole or in part, based on the best interests of OSA and the State of Mississippi. The decision of the State Auditor shall be final and conclusive.

XVII. Required State and Federal Contract Certifications and Representations**E-Payment to Vendors**

Payments by state agencies using the SAAS shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the contractor's choice. The State may, at its sole discretion, require the contractor to submit invoices and supporting documentation electronically at any time during



the term of this Agreement. contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be made in United States currency.

Representation Regarding Any Conflict of Interest

Section 25-4-101, et sec., Mississippi Code, Annotated references prohibitions against conflicting party interests. The successful bidder that is awarded a contract, upon executing such a contract must certify and represent they shall not, at any time during the duration of the awarded contract or for one year prior, have an accounting, auditing, or any other relationship with any entity covered under the contract that may impair the independence of the contractor. Further, the successful bidder that is awarded a contract under this RFP shall certify that it does not and did not hold any ownership interest in any entity that is eligible to receive funds through ARRA. The contractor must disclose all entities for which they have performed work in the last two years.

Representation Regarding Contingent Fees

The respondent 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."

Representation Regarding Gratuities

The respondent, bidder, 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 Procurement Regulations."

Certification of Independent Price Determination

The respondent 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 bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

The prospective primary bidder certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period proceeding this Request for Bid been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in item 2 of this certification; and
4. Have not within a three-year period preceding this Request for Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective bidder is unable to certify to any of the statements in this certification, such prospective bidder shall attach an explanation to this RFP.

E-Verification

The respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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, to provide a copy of each such verification to the State. contractor further represents and warrants that any person assigned to perform services



hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. contractor understands and agrees that any breach of these warranties may subject contractor to the following:

- (a) 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;
- (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.

Whistleblower Protection

[Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5](#), provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Reporting Requirements

The bidder is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General Provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American Provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of Mississippi and federal agencies. The contractor must obtain written exception from this provision from the agency issuing the contract.



Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

OSA Access to Records and Other OSA Issues

In any contract under this RFP, OSA will require the contractor to agree to allow the State auditor access to records and employees pertaining to the performance of any contract awarded under this RFP. In addition,

- The contractor shall expressly acknowledge that it is properly registered with the Mississippi Secretary of State's Office;
- OSA shall not be liable to the contractor for any benefits or coverage under Mississippi's worker compensation law and no person employed by the contractor shall be considered a State employee for the purpose of worker or unemployment compensation coverage.
- The contract will constitute the entire agreement between the parties relating to this document's subject matter and likely include the following terms and conditions:
 - The contract shall be subject to the availability of funds and the proper encumbrance of contract funds;
 - The contractor shall not assign or transfer any contractual interest without OSA's prior written consent;
 - The contractor shall maintain complete, accurate personnel records in accord with State policies;
 - The contractor shall disclose any convictions or charges for violations of any relevant laws or regulations made by a court or other governmental entity against the contractor or any of its principals;
 - The contractor will comply with any ARRA reporting requirements for contracts of this nature;
 - The contractor shall pay for any independent audit by a professional auditing firm of all contract services and underlying processes, transactions, data and documents; and
 - The contractor's representatives will cooperate with OSA in the performance of all contract services, including appearances before legislative bodies at reasonable times with prior notice.



PLEASE NOTE: Each submission shall contain the following certification as part of the Cover Letter:

Prospective contractor's Representation Regarding Contingent Fees

The respondent (prospective contractor) represents as a part of this submission that such contractor

has

has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Signature

Date



For more information about this issue, contact

The Office of the State Auditor
Post Office Box 956
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1-800-321-1275 Statewide
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