

# A Performance Audit of Three Mississippi School Districts: A REQUEST FOR PROPOSALS



**Shad White**  
STATE AUDITOR

RFP No.011020  
To Provide a Performance Audit

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

Contact Person: Patrick Dendy  
Deputy State Auditor  
601-576-2800

[K12.Analysis@osa.ms.gov](mailto:K12.Analysis@osa.ms.gov)

Proposals must be received by 2:00PM  
CST Friday, March 6, 2020

Issue Date:

**Friday, January 10, 2020**



**I. General Information**

The **Mississippi Office of the State Auditor (OSA)** is seeking separate, sealed management and cost proposals from firms to provide a firm fixed price performance audit or similar analysis of three Mississippi school districts. **The analysis should seek to find efficiencies and waste in public education spending in those districts.** The final report should be written with a lay audience in mind to best inform taxpayers and school board members about ways to save taxpayer money.

The Office of the State Auditor intends to contract for this analysis. Even though this type of audit service solicitation is exempt from the RFP and bidding requirements<sup>1</sup>, in an effort to garner the best possible competitive submission, OSA has chosen to use a sealed management and cost proposal process for this firm fixed price service procurement. The successful contractor will be required to complete and submit the final deliverable to OSA no later than October 31, 2020. This is a solicitation for an engagement with OSA, not an engagement with the individual school districts.

The deadline for separate, sealed management and cost proposals is at 2:00 PM, CST, Friday, March 6, 2020. Proposal will be time and date stamped upon receipt by OSA. If proposals arrive after 2:00 PM on the deadline day, respondent will be notified by mail/e-mail. 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 [www.osa.ms.gov](http://www.osa.ms.gov)

Using the subject line “RFP for K-12 Performance Audit,” address any questions and submit all proposal packages related to this Request for Proposals to:

Mr. Patrick Dendy, Deputy State Auditor  
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  
[K12.Analysis@osa.ms.gov](mailto:K12.Analysis@osa.ms.gov)

In any question submitted, sender must identify self, title, company, and contact information. OSA will post responses to [www.osa.ms.gov](http://www.osa.ms.gov).

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

<b>RFP and Contract Award Time Line</b>	
<i>Item</i>	<i>Date of Action</i>
RFP Release and first legal notice:	Friday, January 10, 2020
Second legal notice:	Friday, January 17, 2020
Closing Date for Firm Inquiries:	Wednesday, February 12, 2020 at 5:00 p.m. CST
Response to Inquiries:	As received, but no later than on or about February 14, 2020
Proposal Submission Deadline:	Friday, March 6, 2020 at 2:00 p.m. CST
Selection:	On or about Friday, March 13, 2020
Contract Award:	On or about Wednesday, March 18, 2020
Debriefing Request Deadline	No later than March 25, 2020
Protest Deadline	No later than March 25, 2020

<sup>1</sup> When contracting for audit services, OSA is exempt from PPRB regulations requiring a bidding or proposal process under PPRB Rule 3-101.02 and §27-104-7(2)(f), MS Code Annotated.



## **II. Request for Proposals**

The following sections outline the specific areas for this RFP. The goal of this project is to determine if there are more efficient and effective ways of spending public education money in K-12 school districts. The performance of the school district spending should be compared to industry best practices.

OSA will evaluate and rank each response to this RFP based on overall evidence of capability, staffing, and experience in the areas relevant to the goals of this performance audit. Other evaluation criteria include the price, technical factors like the offeror's ability to use innovative technology to find waste, responsiveness to the scope set out in the RFP, management factors like a history of performing similar work for other school districts, and the qualifications of the staff assigned to the project (qualifications criteria are further discussed in section V below).

*For any submission under this RFP, the OSA selection committee will evaluate only information received in response to this RFP. Reference to information previously submitted or discussed shall not be evaluated. OSA will not conduct any pre-proposal conferences or discussions. OSA will accept written inquiries submitted to the contact e-mail listed in section I. All questions and answers will be posted to the OSA website and will be an addendum to this RFP. This addendum must be acknowledged in proposal submissions.*

In addition to other elements required by this Request for Proposals, and in conjunction with the evaluation/qualification criteria in Section V, at a minimum, the proposal must contain the following:

1. The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
2. The age of the offeror's business and average number of employees over a previous three (3) years;
3. The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
4. A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous five (5) years, as specified in Section V; and,
5. A plan giving as much details as is practical explaining how the services will be performed.

OSA reserves the right to consider other factors as deemed necessary. 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. OSA seeks to find one comprehensive firm that will provide their qualifications under this Request, so expertise in all specified areas is required for the qualified candidate; however, OSA reserves the right to make a multi-vendor award in order to meet the firm deadline. The contract will not be awarded until all contract negotiations are finalized. Should a vendor take exception to clauses or other contract elements, OSA may reject the solicitation and begin contract negotiation with a different vendor. A history of working with Mississippi school districts is beneficial and shall be considered.

## **III. Scope of Work**

Submissions should emphasize the offeror's ability to find waste in public education spending, particularly in expenditures that do not directly affect the classroom, do not lead to improved students outcomes, or that are in administrative spending. The scope of services may include analysis of the following:

1. Whether spending led to the desired student outcomes (i.e., whether the return on investment for spending on a program, service, or position justified the expenditure), and if it did not, how much was spent on the program or staff that failed to generate the desired outcome;
2. Whether money was spent on programs, materials, etc. that went unused or were underutilized, and if so, how much was spent;
3. Whether administrators' salaries are above industry norms or are beyond what was necessary to hire the needed talent, and if so, how much is being spent on those excessive salaries (note: this analysis might include a comparison of administrator salaries to other school districts in the state or region);



4. Whether the number of administrators, in total or as assigned to specific duties, is excessive in light of the size of the district, and how much is being spent on these excessive salaries;
5. Whether the district has paid for duplicate services or programs (e.g., multiple software licenses/vendors serving the same purpose) and how much the duplicate expenditures cost the district; and
6. Whether money was wasted on any of the following: excess plant operations or maintenance costs given the number of students in a district, excess travel or other spending on administrators or other employees, excess food costs, inefficient student transportation schemes, excess spending on technology given the needs of the district, or any other area the firm deems necessary to analyze that may reveal inefficient spending.

The final deliverable of the project shall be a written report for each school district. The report shall have an executive summary at the beginning of each analysis of each district. The executive summary shall state the total amount of spending that is unnecessary, wasteful, duplicative, or does not yield the desired impact in terms of student outcomes. The summary shall also summarize the expenditures that should be discontinued or reassigned to different objects.

The body of the final report should, in greater detail than the executive summary:

1. Identify a total amount of spending that is inefficient, wasteful, or could be better allocated to a different purpose;
2. Identify which programs, contracts, or positions should be eliminated in order to achieve greater efficiency and why that spending is unnecessary; and
3. Describe a plan to help the school district make spending more efficient and dedicate more of their resources to programs or staff that might drive positive student outcomes.

The firm should review as many individual expenditures as possible in their analysis of the districts' spending. OSA acknowledges that greater use of data analytics today has given firms the ability to review more expenditures than traditional sampling methods, and it is expected that offerors will leverage technology to review as many of the districts' individual expenditures as possible.

For the purpose of the cost proposal, offerors should assume one school district being audited will have approximately 4,600 students and \$65 million in total revenue, the second district will have approximately 3,300 students and \$40 million in total revenue, and the third district will have approximately 4,900 students and \$63 million in total revenue.

#### **IV. Company Information**

Each prospective offeror shall provide a cover letter with their response. The cover letter shall be no more than three (3) pages and shall include the company name, tax identification number, DUNS<sup>2</sup> number, description of the firm/team, the legal company organization, primary contact name, phone number(s), address, fax number, email address, and staff who will be assigned to this project. Someone who can legally bind the company to a commitment in the future must sign the letter. The certification found at the end of this RFP as well as acknowledgement of any addendums posted to the OSA website must be a part of the cover letter. The cover letter should include a statement that says a DUNS report on the firm and any collaborators working with that firm will be made available upon request of OSA.

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<sup>2</sup> Data Universal Numbering System, abbreviated as **DUNS** or **D-U-N-S**, is a proprietary system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a "**DUNS number**" to a single business entity. Businesses that contract with government agencies are required to have a DUNS number. Government agencies and private sector companies can review DUNS reports for information about a company.



## V. Evaluation and Qualifications Criteria

In order to be a qualified party, the successful respondent will provide sufficient information related to the following areas. All qualified proposals will be evaluated and scored in a manner prescribed by OSA, with final selection made by OSA. Price is required by statute to be evaluated at 35% of the total scoring weight. Each of the areas below will be weighted equally for evaluation and scoring purposes up to 65% of the total scoring weight:

**Cost Evaluation Factors** (must be submitted separately from other factors). **(35 Points/35%)**

### **Technical/Management Evaluation Factors:**

- 1) Offeror's proposal demonstrates a clear understanding of the scope of work and related objectives. (10 points/10%)**
  - a) Describe your understanding of the project scope of work.
  - b) Identify and discuss any potential problems you might encounter during design and implementation phase, then discuss methods to mitigate those problems.
  - c) Describe and discuss your areas of strength and limitations, as they would apply to this project scope of work.
  - d) Describe methodology to be used for this project.
  - e) Describe how you see the final report being designed and delivered.
- 2) Offeror's proposal or qualification are complete and responsive to the specific RFP or RFQ requirements. (6 Points/6%)**
  - a) Are all required elements of this RFP included?
  - b) Are all requested documents, information, acknowledgements, and certifications required included in the RFP response?
- 3) Documentation of offeror's past performance of the proposed methodology. (8 Points/8%)**
  - a) Describe where and how this methodology has been successfully used in the past.
  - b) Briefly describe some of the general outcomes, cost savings, improved efficiency or effectiveness, and policy or operational changes that resulted from using this methodology.
- 4) Offeror's use of innovative technology and techniques for this project RFP. (7 Points/6%)**
  - a) Describe the analysis and other project techniques that will be used to complete the scope of work and project.
  - b) Describe any past benefits or challenges when using the proposed methodology.
  - c) Describe whether your firm has experience using data analytics for this purpose.
  - d) Describe whether your firm has an algorithm based or data analytic tool already in existence to perform this analysis.
  - e) Describe your experience using your data analytic tool in other similar analyses of school districts.
- 5) Project management/staffing (10 Points/10%)**
  - a) Describe your proposed timeline in detail. Include explanations.
  - b) Describe your capacity and intent to proceed immediately if selected for this work, include your current workload capacity.
  - c) Describe your project management plan.
- 6) History and experience in performing the work. (8 Points)**
  - a) Offeror's record of reliability of timely delivery and on-time and on-budget implementation.
    - i) Provide a brief written assessment of the applicant's overall reputation and service capabilities as it relates to this project RFP.
    - ii) Provide a statement or evidence of being registered to do business in Mississippi with the Secretary of State's Office, or your ability to quickly be registered to do business in the State.
    - iii) Briefly describe 3-5 comparable projects completed by the firm or currently in progress over the last five years. For each project, include contract value, project location, and a contact name with contact information as a potential reference.
    - iv) List any/all similar projects in the last five (5) years that were with the State of Mississippi or local Mississippi government units, or provide a statement that there were no projects in the last five (5) years with the State of Mississippi or any local government unit.



- b) Offeror's track record of service as evidenced by on-time, on-budget, and contract compliance performance.
  - i) Provide a statement and any necessary explanation describing ability to meet deadlines and budget requirements.
- c) Offeror's documentation of industry or program experience.
  - i) Describe industry or program experience related to this scope of work and RFP.
  - ii) As an appendix that does not count against the page submission limitation, provide examples of output documents (final deliverables) from similar projects.
- d) Offeror's record of business activity and ethics.

List and describe any

- i) litigation; arbitration; liens, or other claims filed by your firm against any project owner as a result of a contract dispute within the last five (5) years.
- ii) any claim filed against your firm within the last five (5) years.
- iii) any termination from a project within the last five (5) years.
- iv) Provide statement of willingness to abide by all applicable state contract clauses as provided in the Mississippi Public Procurement Review Board (PPRB) regulations found at <http://www.dfa.ms.gov/media/6559/4-6-18-final-opscr-rules-sos-apa.pdf> (See Appendixes C, D, E, and F of the PPRB regulations) with few or no objections or changes, and with the understanding that all relevant clauses will be incorporated, directly or by reference in a final contract.
- v) Provide a statement regarding assurance that this engagement will not result in a conflict of interest—including, but not limited to, audit engagements, other projects, oversight of existing contracts outside of state government, and any other official reasons that a conflict of interest might be determined under state and federal law.
- vi) 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.

**7) Availability of personnel, facilities, equipment and other resources. (6 Points)**

- a) Describe the extent to which the offeror relies on in-house resources vs. contracted resources.
- b) Describe the location(s) of operations during the course of this project. Provide information about where the team is expected to be primarily located.
- c) Describe equipment availability and needs.

**8) Qualification and experience of personnel. (10 Points)**

- a) Documentation of experience in performing similar work by employees.
- b) Describe your staffing plan.
  - i. Describe each team member's position within the firm.
  - ii. Provide resumes of each proposed team member in Appendix A.
  - iii. 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 as the Prime contractor and any reassignments would have to have equivalent qualifications.
  - iv. Provide "team" experience working together on similar projects.
  - v. Identify proposed sub-consultants, if any.
  - vi. Individually list any current employees who have previously been employed by the State of Mississippi or local Mississippi government within the last five (5) years. Include the government entity, the positions of the employees, and dates of such employment.
- c) Offeror's demonstration of cultural sensitivity in hiring and training staff.



## **VI. Submission Requirements: Technical/Management Proposal**

In addition to the cover letter described in section IV, the proposal shall include an acknowledgement of any addendums to the RFP (Such addendum will be found on the OSA website under this RFP's question and answer section), a proposal response that shall be a maximum of twenty (20) pages to address the plan for addressing the Scope of Work and the Qualifications Criteria (excluding resumes, which should be clearly designated in a separate Appendix, and other items mentioned as being excluded from page limitations). Any Table of Contents and section divider pages will not count towards the total page count.

One original and five (5) copies of the written proposal should be submitted on USB/flash drives. The Management/Technical proposal, cover letter, representations and acknowledgements, and appendices must be submitted in sealed packaging by the deadline in order to be considered. Please note: Company name, logo, or any other identifying information must be redacted from the five (5) copies of the proposal response.

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.

Please note, submitter must ensure that the outside packaging is clearly labeled **“K-12 PERFORMANCE AUDIT RFP MANAGEMENT/TECHNICAL PROPOSAL.”** Sealed management proposals must be separate from sealed cost proposals, but within the same single submission package. There should be no dollar unit or costs included in the Management/Technical Proposal document.

## **VII. Cost Proposal Submission**

This RFP will be awarded as a firm fixed price contract. Written cost proposals should also be submitted on a USB/Flash drive, sealed separately from the Management/Technical proposal with the same date and time listed in section I. Submitter must ensure that the outside packaging for the cost proposal has the following label clearly visible: **“K-12 PERFORMANCE AUDIT RFP SEALED COST PROPOSAL SUBMISSION.”** Any cost proposals received that are not under separate sealed packaging from the management/technical proposals will be rejected and a written communication (email, letter, or both) will be sent to offeror stating the reason that the proposal was non-responsive. Written cost proposals shall be in the form of a narrative and separate cost schedule format that details the allowed cost elements of this RFP. Interested offerors must submit one (1) original (marked as an original) and five (5) copies of the cost proposal. An official authorized representative who can contractually bind the prospective offeror shall sign the cost proposal. Cost proposals will remain sealed until the evaluation of pricing begins. The elements of the cost proposal shall include, at a minimum:

1. A statement of total estimated price based on the 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 this section;
3. Estimated travel costs based on the allowed elements listed in this section under “travel expenses”;
4. Other estimated expenses; and
5. Name, address, e-mail address, point of contact, and telephone number of the offeror. The point of contact for the cost proposal portion of this RFP may be different from the point of contact for the technical proposal portion of this RFP.

Offerors must provide the information described below for the contract period. *The rates included in the proposal should be the firm's lowest and best discounted governmental rates.*

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



**Staffing Cost Rates.** The cost proposal 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, with sufficient detail on a reimbursement basis. Invoices should be submitted for hourly on-going assistance on a 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. Reimbursements are for actual expenses not to exceed the limits shown below. Invoices with sufficient detail and additional documentation 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.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-purchasing-and-contracting/negotiated-contracts/g-h-i/hotel-motel-services/> 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 October 1, 2019 through September 30, 2020, the rate for the Jackson metropolitan area/maximum state rate is \$46 per day, with the exception of travel in one defined high cost areas (Southaven-\$51/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.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-purchasing-and-contracting/meal-reimbursement/>
- **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** — 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.

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.ms.gov/dfa-offices/purchasing-travel-and-fleet-management/bureau-of-purchasing-and-contracting/travel/>

**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 cost proposal. 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.

### **VIII. Addenda: Errors and Omissions**

If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, immediately notify the OSA contact person, Patrick Dendy, of such error and request clarification or modification to the document. OSA shall make RFP modifications by addenda and will post them to the OSA website with any questions and answers, provided that any such modifications would not materially benefit or disadvantage any particular firm.

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



**IX. Cost Proposal Evaluation**

OSA will conduct a comprehensive and impartial evaluation of cost proposals received in response to this RFP. Each proposal that is incomplete will be declared non-responsive and may be rejected with no further evaluation. OSA reserves the right to waive minor variances or reject any or all cost proposals. OSA also reserves the right to request clarifications from all offerors. The offeror must provide a sufficiently detailed response demonstrating that they considered all requirements and developed a specific approach to meeting each requirement.

**X. 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 detailed 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 accounting and procurement system Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the state (See E-Payment to Vendors, below). The successful bidder must be willing to receive electronic payments.

**XI. Terms of the Contract**

The successful offeror will enter into a contract with OSA for a term of up to eight months to be completed by October 31, 2020. The term will begin on or after March 18, 2020. There will not be any extensions allowed. At its discretion, OSA reserves the right to terminate the contract with or without cause, at any time upon the giving of thirty-day (30) advance written notice to the other party. Other terms and conditions may become part of the final contract terms.

**XII. Acknowledgment of Amendments**

Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. OSA must receive the acknowledgment by the time and at the place specified, with the proposal submission. Any questions and answers provided on the OSA website shall be considered an amendment and must be acknowledged in the submitted proposal package for the solicitation to be considered responsive.

**XIII. 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 Wednesday, February 12, 2020, at 5:00PM CST. It is the offeror’s responsibility to determine whether the RFP Contact has received such communications. OSA will post the addendum with all of the questions and answers asked on or about Friday, February 14, 2020 to the OSA website. Each respondent shall include an acknowledgement of this question and answer document as part of their management/technical proposal package. OSA will only answer questions received in writing and submitted to the e-mail address listed, and will not hold any other pre-proposal discussions regarding the RFP prior to evaluations and RFP rankings.

**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.

**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 for it to be held confidential.

**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 as the contractor. Any replacements or reassignments shall have equivalent qualifications and be approved by OSA. If the winning respondent utilizes subcontracting, the primary pool for those subcontracts will be qualified firms submitted under this RFP. Ultimately, funding amounts and priorities will drive the final scope of services.

**Other Issues**

OSA reserves the right 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. OSA may or may not contract with one or more respondents. OSA seeks to find one comprehensive firm that will provide their qualifications under this Request, so expertise in all specified areas is required for the qualified candidate, however, OSA reserves the right to make a multi-vendor award in order to meet the firm deadline. All management/technical proposals and cost proposals will be confidential until OSA publicly opens them after the submission deadline has passed.

OSA does not discriminate based on race, religion, national origin, sex, age, or disability. OSA will adhere to any state and federal laws or regulations regarding minority business set-asides.

OSA reserves the right to award the contract to a respondent other than the lowest price vendor 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.

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(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 contract(s) will be developed in a manner that satisfies all applicable federal, state, and local laws and regulations.

The successful respondent must agree to maintain accurate records of all expenditures and all matters related to the contract. 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.



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

##### **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. Contractor shall comply with applicable federal, state, and local laws and regulations.

##### **Availability of Funds**

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

##### **Procurement Regulations**

The contract shall generally be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

##### **Compliance With Laws**

Contractor understands that the Office of the State Auditor (OSA) is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. 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.

##### **Certification Of Independent Price Determination**

The bidder 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.

##### **Stop Work Order**

**(1) Order to Stop Work.** The Chief Procurement Officer of the Office of the State Auditor (OSA) 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 Chief 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 canceled 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; or, b) the stop work order results in an increase in the contractor's cost properly allocable to the performance of any part of this contract; and, c) 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 Chief 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 canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

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

**Termination For Default**

**(1) Default.** If the contractor refuses or fails to perform any provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Chief Procurement Officer of the Office of the State Auditor (OSA) may notify the contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Chief Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Chief Procurement Officer may procure similar services in a manner and upon terms deemed appropriate by the Chief Procurement Officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

**(2) Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the State has an interest.

**(3) Compensation.** Payment for completed services delivered and accepted by the OSA shall be at the contract price. The OSA may withhold from amounts due the contractor such sums as the Chief Procurement Officer deems to be necessary to protect the OSA against loss because of outstanding liens or claims of former lien holders and to reimburse the OSA for the excess costs incurred in procuring similar goods and services.

**(4) Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Chief Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Chief Procurement Officer of the OSA shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the OSA under the clause entitled (in fixed-price contracts, "Termination for Convenience," or in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

**(5) Erroneous Termination for Default.** If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the OSA, be the same as if the notice of termination has been issued pursuant to such clause.

**(6) Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.



**Termination For Convenience**

**(1) Termination.** The Chief Procurement Officer of the Office of the State Auditor (OSA) may, when the interests of the OSA so require, terminate this contract in whole or in part, for the convenience of the OSA. The Chief Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

**(2) Contractor's Obligations.** The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Chief Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under the terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**Surety Required**

(1) Performance surety: A performance bond in the amount of 100 percent of the bid shall be required of the successful bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(2) Alternative surety: A certified check for cash escrow deposit in the face amount of the contract such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of a bid, payment, or performance bond subject to approval by the OSA attorney.

(3) In no event shall the requirement for a bond be waived.

**E-Payment**

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

**Paymode**

Payments by state agencies using the state's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of the contractor's choice. At its sole discretion, the state may 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.

**Compliance with Laws**

Contractor understands that the OSA is an equal opportunity employer and therefore, maintains a policy, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and contractor agrees during the term of the agreement that contractor will strictly adhere to this policy in its employment practices and provision of services. 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.

**Representation Regarding Any Conflict of Interest**

Section 25-4-101, et sec., Mississippi Code, Annotated references prohibitions against conflicting party interests. The successful offeror 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 respondent 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 from the audited school districts. 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 cost proposal or management/technical proposal.

**Representation Regarding Gratuities**

The respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and 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 offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the cost proposal.

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

The prospective primary respondent 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 preceding this Request for Proposals 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 Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the prospective respondent is unable to certify to any of the statements in this certification, such vendor 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 of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance 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 both.
- (c) 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.

**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 any payments.



### **Transparency**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information that is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

### **Trade Secrets, Commercial And Financial Information**

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

### **OSA Access to Records and Other OSA Issues**

In any contract under this RFP, OSA will require the contractor to agree to allow OSA 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 request for proposals, its amendments, and the best and final offer shall constitute the contract. 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 reporting requirements tied to this scope of work;
  - The contractor shall pay for any independent audit by a professional auditing firm of all contract services and underlying processes, transactions, data and documents, if required; 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.

### **XV. Definitions**

The term “**Offeror**” shall be defined as an individual, organization, or company that is external to the State of Mississippi and submits a proposal for this procurement opportunity. For the purposes of this RFP, OSA will use the following terms interchangeably: offeror, consultant, contractor, respondent, firm, proposer, and vendor.

The term “**MAGIC**” refers to the Mississippi State Government’s Enterprise Resource Planning (ERP) solution. MAGIC is the statewide accounting and procurement system of record, encompassing Finance (accounting, budgeting, grants management), Logistics (procurement, fleet management, inventory management), and Data Warehouse functionality. A non-MAGIC entity refers to any entity not directly connected to the MAGIC 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.



*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  
Jackson, MS 39205-0956  
Phone: 601-576-2800 in the Jackson area or 1-  
800-321-1275 Statewide  
Fax: 601-576-2687  
Website: <http://www.osa.state.ms.us>

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