

**Mississippi Department of Finance and  
Administration**

**OFFICE OF PROCUREMENT AND  
CONTRACTS**

**REQUEST FOR PROPOSALS  
STATEWIDE COST ALLOCATION PLAN  
CONSULTING SERVICES**

**RFx #: 3120002545**

**October 13, 2022**

Contact information for this request for proposal:

Statewide Cost Allocation Plan Services RFP  
c/o DFA - Office of Procurement and Contracts  
501 North West Street  
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## **SECTION 1.      INTRODUCTION AND OVERVIEW**

### **1.1      Purpose and Goals**

The Mississippi Department of Finance and Administration (DFA) Office of Procurement and Contracts issues this Request for Proposals (RFP) to solicit proposals from qualified, experienced, and responsible Offerors to provide accounting services for compilation of the Statewide Cost Allocation Plan (SWCAP) for the State of Mississippi including the DFA Cost Allocation Plan (DFA-CAP). These services are to be provided for the Office of Financial Affairs within DFA. The selected Offeror will assist DFA by providing such services as requested for which the Offeror has the technical capacity to render. The services include, but are not limited to, compiling the State of Mississippi's SWCAP submission for fiscal years 2018 – 2027 ensuring compliance with all cost principles and administrative requirements designated by the Cost Allocation Services (CAS) division of the United State Department of Health and Human Services (HHS). Additionally, the Offeror will provide assistance and feedback to the Office of Financial Affairs regarding the statistical data provided for compilation. The Offeror shall also provide guidance and support on responses to HHS-CAS during SWCAP negotiation, acceptance and subsequent audits.

The selected SWCAP Provider shall be responsible for all aspects of the plan, including review of raw cost and statistical data, identifying allowable costs, preparing and submitting the plan, and negotiating the final plan with the federal government. The SWCAP Provider may be required to prepare alternative allocation tables using different allocation bases to demonstrate feasible recovery options. The State shall retain full responsibility for preparation of any financial statements, direct billed services, billing methodologies and/or rates, and any potential federal cost disallowances arising from the accumulation of excessive fund balance and billing of unallowable costs under provisions of Title 2 of the CFR, Part 200 guidelines and Publication ASMB C-10.

Offerors must have the proven ability to perform all services requested in this RFP. A more detailed list of services is contained in ***Section 4 – Scope of Services***. DFA seeks to enter into a firm fixed price contract for these services.

The awarded contract will be for four (4) years with one (1) optional renewal year which may be exercised at the discretion of DFA. The anticipated start date of this contract will March 8, 2023. A sample contract has been included as Appendix C for your review. Should the State elect to make an award as a result of this RFP, the successful Proposer must execute the State's standard personal service contract template, without substantive revisions. Any requested revisions should be included in Section 11. By submitting a proposal, Offerors understand and agree that any proposed revisions may deem an Offeror's proposal nonresponsive.

This RFP and any resulting contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board (PPRB) Office of Personal Service Contract Review Rules and Regulations (OPSCR)*, a copy of which is available at 501 N. West Street, Suite 701E, Jackson, Mississippi 39201 for inspection or at <https://www.dfa.ms.gov/personal-service-contract-review> under Rules and Regulations.

A copy of this RFP, including all appendices and attachments, and any subsequent amendments,

including the Question and Answer amendment, if issued, will be posted to the DFA website at <https://www.dfa.ms.gov/procurement-contracts> under the “Active Procurements”. It is the responsibility of all interested vendors to monitor the website for updates regarding this procurement.

Before the award of any contract, the Offeror will be required to document to DFA that it has the necessary capabilities to provide the core services specified in this RFP. The Offeror may also be required to provide additional client references, as well as related project experience detail in order to satisfy DFA that the Offeror is qualified. DFA may make reasonable investigations, as it deems necessary and proper, to determine the ability of the Offeror to perform the work, and the Offeror shall be required to furnish to DFA all information that may be requested for this purpose. DFA reserves the right to reject any proposal if the Offeror fails to provide the requested information and/or fails to satisfy DFA that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described in this RFP.

## **1.2 Proposal Submission Requirements**

If submitting in paper format, the original written proposal shall be signed and submitted in a three-ring binder. The original proposal is to be unredacted and may include vendor identifying information. The original proposal shall include the section components clearly tabbed as follows:

- a. Proposal Cover Sheet (Appendix A)
- b. **Section 2** – Introduction/Signed Proposal Cover Letter
- c. **Section 3** – Minimum Qualifications Confirmation
- d. **Section 4** – Scope of Services Confirmation
- e. **Section 5** – Questionnaire with Responses
- f. **Section 6** – References (Appendix B)
- g. **Section 7** – Technical Plan
- h. **Section 8** – Management Plan
- i. **Section 9** – Fee Schedule
- j. **Section 10** – Signed Statement of Compliance
- k. **Section 11** – Signed Acknowledgment of RFP Amendments (if any)
- l. **Section 12** – Résumés for Key Staff
- m. **Section 13** - Any Additional Information

If submitting in the State’s e-procurement system, the Mississippi Accountability System for Government Information and Collaboration (MAGIC), the listed documents are required in electronic format.

Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is that the Offeror submit

all information in a manner so that it is clearly referenced and easily located.

Along with the unredacted original proposal, the following additional copies should also be submitted: one (1) **BLIND** copy of Section 7, Technical Plan. This section shall be submitted separately bound from the unredacted proposal and separately sealed from other components. Additionally, a separately sealed copy of each of the following sections shall be submitted: Section 8, Management Plan and Section 9, Fee Schedule. Each section will be sealed separately and will be opened during specific phases of the evaluation process. Sections 8 and 9 may contain vendor identifying information.

Additionally, the Offeror shall provide the following:

- a. One (1) electronic copy of the complete proposal including all attachments in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®).
- b. one (1) **BLIND** electronic copy of the Section 7, Technical Plan, in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®). All vendor-identifying information shall be removed and/or redacted. Vendor-identifying information includes but is not limited to, any prior, current and future names or addresses of the vendor, any names of incumbent staff, any prior, current and future logos, watermarks, and company colors, any information, which identifies the vendor as an incumbent, and any other information, which would affect the blind evaluation of technical or cost factors. This requirement is necessary to help ensure the anonymity of the Offerors from the evaluation team that will review the aforementioned sections of your proposal. This electronic copy shall be identified as the **BLIND** Section 7, Technical Plan. **Blind proposals containing vendor-identifying information may be disqualified.**
- c. If the proposal contains confidential information, one (1) redacted electronic copy of the complete proposal including all attachments shall be submitted in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®).

**If a redacted copy is not submitted, DFA shall consider the entire Proposal to be public record.** The redacted copy should identify which section or information has been redacted and the Offeror shall provide the specific statutory authority for the exemption. Per Mississippi Code Annotated §25-61-9(7), the type of service to be provided, the price to be paid and the term of the contract cannot be deemed confidential.

The redacted copy shall be considered public record and immediately released, without notification to Offeror, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 *et seq.* and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by DFA, including but not limited to, submission to the PPRB, posting to the Transparency Mississippi website, etc.

Modifications or additions to any portion of the RFP and its requirements may be cause for

rejection of the Proposal. DFA reserves the right to decide, on a case-by-case basis, whether to reject a proposal with modifications or additions as non-responsive. As a precondition to proposal acceptance, DFA may request the Offeror to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. The RFP issued by DFA is the official version and will supersede any conflicting RFP language subsequently submitted in proposals.

All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of DFA and will not be returned to the Offeror. All information requested is considered important. If you have additional information you would like to provide, include it as Section 13 of your proposal. Failure to provide all requested information and in the required format may result in disqualification of the Proposal. DFA has no obligation to locate or acknowledge any information in the proposal that is not presented under the appropriate outline and in the proper location according to the instructions herein.

Proposals must be submitted in writing using the attached forms and if submitted by U.S. Mail or delivery, to the following address:

**Statewide Cost Allocation Plan Services RFP  
c/o DFA - Office of Procurement and Contracts  
501 North West Street  
Suite 1301-A Woolfolk Building  
Jackson, Mississippi 39201**

To prevent opening by unauthorized individuals, the proposal, including any and all attachments, must be sealed in one package. The outside cover of the package containing the sealed proposals **shall be labeled:**

**Proposal – DO NOT OPEN  
RFx # 3120002545**

### **1.2.1 Proposal Submission Period**

**Proposals shall be submitted to DFA's Office of Procurement and Contracts or via the State of Mississippi's MAGIC system no later than 2:00 PM Central Standard Time (CST), December 14, 2022.** Timely submission of the proposal package is the responsibility of the Offeror. Any proposal received after the deadline will be considered late and will be rejected and will not be considered for award. The Offeror shall be notified as soon as practicable if their proposal was rejected and the reason for such rejection.

It is suggested that if a proposal is mailed to DFA, it should be posted in certified mail with a return receipt requested. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt shall not be considered unless it is determined by DFA that the late receipt was due solely to mishandling by DFA after receipt at the specified address, the proposal may be considered for award.

DFA will not be responsible for mail delays or lost mail.

### 1.3 Important Dates

<b><u>October 13, 2022</u></b>	Request for Proposals released
<b><u>November 1, 2022</u></b>	Deadline to submit questions by 2:00 PM CST
<b><u>November 9, 2022</u></b>	Responses to questions to be posted
<b><u>December 14, 2022</u></b>	Proposals submission deadline by 2:00 PM CST
<b><u>January 17, 2023</u></b>	Notice of Intent to Award anticipated to be distributed
<b><u>March 1, 2023</u></b>	PPRB Meeting/Notice of Contract Award
<b><u>March 8, 2023</u></b>	Contract effective date

*NOTE: Adjustments to the schedule may be made as deemed necessary by the Office of Procurement and Contracts.*

### 1.4 Questions and Answers

Offerors should download the “Question and Answer” template from DFA website at <https://www.dfa.ms.gov/procurement-contracts>. Questions must be submitted on the referenced template and should be submitted via email to [procurement@dfa.ms.gov](mailto:procurement@dfa.ms.gov) with a subject line: “Questions – SWCAP Services (RFX#3120002545)”. Questions must be received no later than **2:00 PM CST, on November 1, 2022**, to ensure a response by DFA. Responses to questions will be posted to the DFA website at <https://www.dfa.ms.gov/procurement-contracts> under the “Active Procurements” section as an amendment to the RFP on **November 9, 2022**. Questions received after November 1, 2022 may be considered for response, although there is no guarantee as to if or when a response will be provided. It is the Offeror’s sole responsibility to regularly monitor the website for amendments and/or announcements concerning this RFP.

### 1.5 Acknowledgment of Amendments

DFA reserves the right to amend this RFP at any time. Should an amendment to the RFP be issued, it will be posted to the DFA website at <https://www.dfa.ms.gov/procurement-contracts> under the “Active Procurements”. Offerors must acknowledge receipt of any amendment to the RFP by signing and returning the amendment. The acknowledgment must be included in the proposal submission. Please monitor the website for amendments to the RFP. DFA responses to questions will be treated as amendments to the RFP and will require acknowledgment.

### 1.6 Cost of Proposal Preparation

All costs incurred by the Offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with DFA regarding its proposal shall be borne exclusively at the Offeror’s expense.

### 1.7 Right to Reject, Cancel and/or Issue Another RFP

DFA specifically reserves the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

### **1.8 Registration with Mississippi Secretary of State**

By submitting a proposal, the Offeror certifies that it is registered to do business in the state of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by DFA Office of Procurement and Contracts that it has been awarded a contract.

### **1.9 Debarment**

By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal Government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the state of Mississippi or Federal Government.

### **1.10 Statement of Compliance Requirement**

Please carefully review the information located in *Section 10 – Statement of Compliance* and include a copy **signed by an officer, principal, or owner** of your company with your completed proposal. Failure to submit a signed Statement of Compliance may result in your proposal being eliminated from further consideration. If you object to any of the terms and conditions included in the *Sample Service Contract* (see Appendix C), or any requirements listed in this RFP, please note and explain your objections on the Statement of Compliance. Clauses in *italic blue* type in the *Sample Services Contract* (see Appendix C) are deemed mandatory and are nonnegotiable.

### **1.11 Right to Consider Historical Information**

DFA reserves the right to consider historical information regarding the Offeror, whether gained from the Offeror's proposal, conferences with the Offeror, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

### **1.12 State Approval**

It is understood that this contract may require approval by the PPRB. If required and if this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by DFA to facilitate rapid approval and a start date consistent with the proposed schedule.

## **SECTION 2.      PROCUREMENT METHODOLOGY**

### **2.1    Restrictions on Communications with DFA Staff**

At no time shall any Offeror or its personnel contact, or attempt to contact, any DFA staff regarding this RFP except the Office of Procurement and Contracts. All correspondence should be sent to [procurement@dfa.ms.gov](mailto:procurement@dfa.ms.gov). **Should it be determined that any Offeror has attempted to communicate or has communicated with any DFA employee outside of the Office of Procurement and Contracts regarding this RFP, DFA, at its discretion, may disqualify the Offeror from submitting a proposal in response to this RFP.**

### **2.2    Acceptance of Proposals**

After receipt of the proposals, DFA reserves the right to award the contract based on the terms, conditions, and premises of the RFP and the proposal of the selected company without negotiation.

All proposals properly submitted shall be accepted by DFA. After review DFA may request necessary amendments from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of DFA and the State of Mississippi.

DFA also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of DFA and the State of Mississippi. A minor irregularity is defined as a variation of the RFP which gives one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of DFA. Where DFA may waive minor irregularities as determined by DFA, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements should the Offeror be awarded the contract.

DFA reserves the right to exclude any and all non-responsive proposals from any consideration for contract award.

### **2.3    Disposition of Proposal**

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by DFA shall upon receipt become and remain the property of DFA. DFA shall have the right to use all nonproprietary concepts contained in any proposal and this right shall not affect the solicitation or rejection of the proposal.

### **2.4    Modification or Withdrawal of a Proposal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to DFA, signed by the Offeror.

An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposals shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such. DFA shall not merge, collate, or assemble proposal materials.

Unless requested by DFA, no other amendments, revisions, or alterations to proposals shall be accepted after the proposal due date.

Any submitted proposal shall remain a valid proposal for one hundred eighty (180) calendar days from the proposal due date.

## **2.5 Rejection of Proposals**

A proposal response that includes terms and conditions that do not conform to the terms and conditions specified within this RFP document is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or unsigned is subject to rejection as non-responsive. DFA staff reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by DFA staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

## **2.6 Alternate Proposals**

Each Offeror, its subsidiaries, affiliates, or related entities shall be limited to one (1) proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal may result in the rejection of the Offeror's proposal. Submission of more than one (1) proposal by an Offeror may, at the discretion of DFA, result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable or multiple pricing options.

## **2.7 Corrections and Clarifications**

The Office of Procurement and Contracts reserves the right to request clarifications or corrections to proposals. Any proposal received which does not meet any of the requirements of this RFP, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

## **2.8 Proposal Evaluation**

All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. An evaluation committee will evaluate the proposals using a three-phase process, consisting of Compliance, Analysis, and Finalist phases. For proposals determined to be compliant and responsive to the RFP, consensus scoring will be used in the evaluation process using a 100-point scale. For proposals ultimately determined to be finalists, points may be added based on presentations, if held, and Best and Final Offers, if applicable. Consensus scoring involves general agreement of opinion among evaluators, based on information and data contained in the RFP responses. The evaluation of any proposal may be suspended and/or terminated at DFA's discretion at any point during the evaluation process at which DFA determines that said proposal and/or Offeror fails to meet any of the mandatory requirements as stated in this RFP, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract is minimal, or DFA receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of the State of Mississippi. The evaluation process, including evaluation factors and weights, is described below:

**Compliance Phase** - In this phase of the evaluation process, all proposals received will be reviewed by the procurement officer and/or designee to determine if the following mandatory requirements of this RFP have been satisfied:

1. Proposal submission deadline met.
2. Required format followed:
  - a. Signed original proposal along (if submitted by mail or delivery)
  - b. Electronic copy of complete proposal, including attachments in searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) on flash drive or compact disc;
  - c. An electronic redacted copy of complete proposal, including attachments (as applicable)
4. Duration of proposal requirement met (proposal must be valid for 180 days).
5. Minimum Qualifications met.
6. Scope of Services (Section 4) Confirmation submitted.
7. Questionnaire (Section 5) answered.
8. References (Section 6) provided.
9. Technical Plan (Section 7) answered.
10. Management Plan (Section 8) answered.
11. Fee Schedule (Section 9) provided.
12. Signed Statement of Compliance (Section 10) submitted.
13. Signed Acknowledgement of RFP Amendment(s) (Section 11), including the amendment with DFA's Responses to Questions, if any posted, submitted.
14. Résumés for Key Staff (Section 12) provided.
15. Required proposal attachments provided, if any, and any additional information (Section 13) provided.

Failure to comply with these requirements may result in the proposal being eliminated from further consideration. Those Offerors passing the Compliance Phase will be evaluated further.

**Weight – The Compliance Phase of the evaluation is considered pass/fail.**

**Technical Analysis Phase** – In this phase of the evaluation process, the evaluation committee will utilize consensus scoring to determine numerical scores for each qualified, but de-identified/blind, proposal received, relative to the technical factors of each proposal.

1. Technical (Weight/Value – 25%) – The quality and completeness of the Offeror's solutions and action plans for providing the core services identified, demonstrating understanding, responsiveness, effectiveness, efficiency, and value to DFA in proposed approach.

**Management Analysis Phase** – In this phase of the evaluation process, the evaluation committee will utilize consensus scoring to determine numerical scores for each qualified proposal received. At this point in the evaluation process, Offeror identities will be made known to the Evaluation Committee.

2. Management (Weight/Value – 40%) – The resources (personnel, equipment, and facilities)

to provide SWCAP services for an entity of comparable size; the ability to technically implement and maintain the structure and resources for providing all services listed in this RFP, demonstrating where applicable the ability to perform the service reflected by technical training, education and general experience of staff and a documented record of past performance of providing SWCAP services.

At this point in the evaluation process, the scores for Technical Analysis Phase and the Management Analysis Phase will be combined for one score. The top scoring Offeror, as well as all other Offerors with scores within ten points of the top scoring Offeror, will continue the evaluation process and have their pricing proposal opened. The Fee Schedules will only be opened for proposals with the top score or within 10 points of the top score. Offeror's proposals which did not receive the required score will be notified that their Fee Schedule shall not be opened.

**Price Analysis Phase** – In this phase of the evaluation process, the evaluation committee will open only the Fee Schedule for those proposals with the highest score or within 10 points of the highest score for further evaluation.

3. Price (Weight/Value – 35%) – The competitiveness of the proposed fees.

The maximum points (35) will be assigned to the lowest priced proposal which successfully completed the Technical and Management Analysis phases. All other proposals will be assigned points based on the following formula:

$$\frac{X}{Y} * 35 = Z$$

X – Lowest proposed fee  
Y – Offeror's proposed fee  
Z – Assigned points/score

Upon completion of the Price Analysis phase, the score from the price evaluation will be added to the scores from the Technical and Management Evaluation Phases to determine a total score for each proposal. Based on the combined score, the top scoring Offeror, as well as all other Offerors with scores within ten points of the top scoring Offeror, will be named as finalists and will be further evaluated.

**Finalist Phase** – In this phase of the evaluation process, the evaluation committee will seek to determine from among the finalists whose proposal is the most advantageous to DFA. This phase consists of the following components:

1. Record of Past Performance of Similar Work (Experience and Qualifications) – From among the finalists, client references will be contacted to verify demonstration of an acceptable level of past performance for programs of a similar size and complexity as DFA.  
**Weight/Value – This component of the evaluation is considered pass/fail.**
2. Best and Final Offer – At DFA's discretion, all finalists may be given the opportunity to provide a "best and final offer" relative to their financial proposal. DFA will notify finalists if a "best and final offer" may be submitted and will establish a date and time for submission. Although a finalist is under no obligation to submit such an offer, any such

“best and final” offer should include any applicable revised financial exhibits and must be signed by an appropriate representative of your company. If a finalist chooses to not make a “best and final offer”, the financial proposal included in your company’s response to the Request for Proposal will be considered as the “best and final offer”. NOTE: Unsolicited “best and final offers”, including but not limited to such offers submitted by non-finalists, will not be accepted. **Weight/Value – The numerical scores for the Cost factor from the Analysis Phase will be adjusted for any “best and final offer” received from a finalist.**

## **2.9 Right of Negotiation**

Discussions and negotiations regarding price and other matters may be conducted with an Offeror who submits a proposal determined to have reasonable likelihood of being selected for award, but a proposal may be accepted without such discussions. DFA reserves the right to further clarify and/or negotiate with the Offeror evaluated best following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by DFA. The DFA also reserves the right to move to the next best Offeror if negotiations do not lead to an executed contract with the best Offeror. DFA reserves the right to further clarify and/or negotiate with the Offeror on any matter submitted.

## **2.10 Post Award Debriefing**

An Offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission, to be received by DFA within three (3) business days of notification of the contract award. A debriefing is a meeting and not a hearing; therefore, legal representation is not required. If an Offeror prefers to have legal representation present, the Offeror shall notify DFA and identify its attorney. DFA shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

### **2.10.1 Debriefing Request**

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

### **2.10.2 When Debriefing Should Be Conducted**

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Chief Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

### **2.10.3 Information to be Provided**

At a minimum, the debriefing information shall include the following:

1. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, bid, or qualifications, if applicable;
2. The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
3. The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
4. A summary of the rationale for award; and,
5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

### **2.10.4 Information Not to Be Provided**

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, bid, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

### **2.10.5 Summary**

An official summary of the debriefing shall be included in the contract file.

### **2.11 Protest of Solicitation or Award**

1. Interested Party means an actual or prospective Offeror or Offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.
2. Protestor means any actual or prospective Offeror or Offeror who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
3. Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the Department of Finance and Administration.

#### **2.11.1 Procedure for Filing Protests**

Any actual or prospective Offeror or Offeror who are aggrieved in connection with the solicitation or award of a contract may protest to DFA's Office of Procurement and Contracts with a copy to the Director of OPSCR. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

A protest is considered filed when received by the Office of Procurement and Contracts. Protests filed after the seven (7) day period shall not be considered.

The Chief Procurement Officer shall submit a copy of the protest to the OPSCR for review within three (3) business days of receipt of a written protest. OPSCR shall forward a copy of the protest

to the Special Assistant Attorney General.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with OPSCR within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven (7) calendar days of the solicitation posting or award.

### **2.11.2 Content of Protest**

To expedite handling of protests, the envelope should be labeled “Protest”. The written protest shall include as a minimum the following:

1. The name and address of the protestor;
2. Appropriate identification of the procurement and if a contract has been awarded, its number;
3. A statement of reasons for the protest; and,
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

### **2.11.3 Protest Decision**

If the protest is not resolved by mutual agreement, the DFA Executive Director shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision on a protest shall be made by the DFA Executive Director or PPRB as expeditiously as possible after receiving all relevant, requested information. If a protest is sustained, the available remedies include, but are not limited to, cancellation or revision of the solicitation in accordance with Section 5-204 (REMEDIES PRIOR TO AN AWARD) or cancellation of the contract in accordance with Section 5-205 (REMEDIES AFTER AN AWARD) of the *PPRB OPSCR Rules and Regulations*.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the PPRB.

The DFA Executive Director shall refuse to decide any protest when a matter involved is the subject of a proceeding before the PPRB or has been decided on the merits by the Board. If an action concerning the protest has commenced in court, the DFA Executive Director or PPRB shall not act on the protest. This section shall not apply where the Board or a court requests, expects, or otherwise expresses interest in the decision of the DFA Executive Director or PPRB.

On any direct protest, the PPRB shall decide whether the solicitation or award was in accordance with the Constitution, statutes, rules and regulations, and the terms and conditions of the solicitation. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive. A determination of an issue of fact by the PPRB shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

#### **2.11.4 Stay of Solicitation or Award**

In the event of a timely protest, the agency shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

#### **2.11.5 Right to Appeal**

Any person adversely affected by the protest decision of the DFA Executive Director may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Protest Decision.

#### **2.11.6 Protest Bond**

Protests shall be accompanied by a bond for two hundred and fifty thousand dollars and zero cents (\$250,000.00) or the price of the contract whichever is lower. The protest bond shall be maintained through final resolution, whether at the agency level, through the PPRB, or through a court of competent jurisdiction.

DFA shall return a protest bond if (1) the protesting party withdraws its protest or (2) the bond is ordered to be returned by a court of competent jurisdiction. In the event DFA finds that a party's protest has no merit, DFA shall at its own discretion retain all or a percentage of the submitted bond.

### **SECTION 3. MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. Please respond by restating each requirement, including the number, listed below with documentation that proves specifically how your company meets the qualifications. Please include in your responses the total number of years and types of experience of your company. If, in the opinion of the Office of Procurement and Contracts, the Offeror fails to prove that the proposing company meets any of these minimum qualifications, the proposal will be disqualified from further evaluation. If this happens, the Offeror will be notified of the decision and will have an opportunity to provide additional information to prove the company does meet the minimum qualifications. It is incumbent upon the disqualified Offeror to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

1. Scope Minimum Requirement:
  - a. Offeror shall have experience in developing and submitting at least two (2) SWCAP plans for at least one (1) state government within the last five (5) years. The relevant experience shall be with an entity of the same complexity as Mississippi and may only include plans approved by both the state and the US Dept of Health and Human Services (HHS). Offeror must describe in detail how this requirement is met to include at a minimum the letter of acceptance/approval from HHS related to the submitted reports.
  - b. Offeror shall have experience specifically analyzing and evaluating billing/cost recovery of new enterprise solutions for both entity guidance and inclusion in SWCAP plans which comply with HHS guidelines.
2. Competency Minimum Requirements:
  - a. For each staff member: a minimum of three (3) years of experience assisting in the field of cost allocation plans for a governmental entity.
  - b. The Offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract.
3. Liability Minimum Requirements:
  - a. The Offeror represents that it shall maintain, at its own expense, Errors and Omissions insurance. Such policy of insurance shall provide minimum coverage in the amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate. Upon award of a contract, the Offeror represents that the State of Mississippi will be added as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Insurance Department.
  - b. The Offeror represents that it shall, at its own expense, maintain Workers' Compensation insurance which is in compliance with State law.

## SECTION 4. SCOPE OF SERVICES

Please respond to **Section 4 – Scope of Services** by restating each service listed and confirm your intention to provide the service as described by responding, “*Confirmed*”. If your company can provide the service, but not exactly as described, respond, “*Confirmed, but with exceptions*”, and state the specific exceptions. If your company intends to provide a listed service through a subcontractor, respond, “*Confirmed, service will be provided through subcontractor*”, and name the subcontractor. If your company is currently unable to provide a listed service, respond by stating, “*Unable to provide this service*”. Any additional details regarding these services should be provided in your responses to the questionnaire, or as additional information included as an appendix to your proposal.

HSS – U.S. Department of Health and Human Services

SWCAP – Statewide Cost Allocation Plan (includes the DFA Cost Allocation Plan or DFA-CAP)

DFA-OFA – Department of Finance and Admin, Office of Financial Affairs

DFA-MMRS – Department of Finance and Admin, MS Management and Reporting Systems

DFA is the primary agency responsible for State government financial and administrative operations including employee payroll, vendor payments, employee insurance, construction, maintenance, and protection of State Buildings in the Capitol Complex, financial information management systems, management of the State’s vehicles fleet and numerous other related activities. DFA is composed of twenty (20) offices with a total staff of approximately 400 employees.

The selected Offeror is expected to provide the following services:

1. Contract Initiation Requirements:

The selected Offeror shall schedule and hold a kickoff meeting within 10 business days of contract start date. At the kickoff, the selected vendor shall furnish an updated Project Schedule describing the activities for the selected vendor, the State, and any third parties for fully transitioning to the Offeror’s solution, what data and format are required for compiling the SWCAP, and the process SWCAP.

2. Expected Timeline and Deliverables:

DFA may adjust the timeline as necessary related to staffing availability within DFA. A SWCAP and DFA-CAP should be completed and submitted to DFA-OFA within 45 days after final documentation has been provided by DFA-OFA. DFA-OFA believes this time allowance provides more than sufficient opportunity for vendor recipient to express concerns or pose questions about data provided prior to compilation and DFA-OFA to remedy. DFA-OFA will notify vendor once they believe all documentation has been provided. Please see table as follows:

Fiscal Year Cycle	Offeror to begin work on SWCAP	Submission of SWCAP to Federal Cognizant Agency	Date SWCAP to be Approved by the Federal Cognizant Agency (final contract date if SWCAP not approved earlier)
2018 (based on FY 2016 actuals)	March 10, 2023	June 30, 2023	March 31, 2025
2019 (based on FY 2017 actuals)	March 10, 2023	June 30, 2023	March 31, 2025
2020 (based on FY 2018 actuals)	March 10, 2023	June 30, 2023	March 31, 2025
2021 (based on FY 2019 actuals)	March 10, 2023	June 30, 2023	March 31, 2025
2022 (based on FY 2020 actuals)	March 10, 2023	June 30, 2023	March 31, 2025
2023 (based on FY 2021 actuals)	March 10, 2023	June 30, 2023	March 31, 2025
2024 (based on FY 2022 actuals)	March 10, 2023	June 30, 2023	March 31, 2025
2025 (based on FY 2023 actuals)	January 1, 2024	April 30, 2024	March 31, 2026
2026 (based on FY 2024 actuals)	January 1, 2025	April 30, 2025	March 31, 2027
2027 (based on FY 2025 actuals)	January 1, 2026	April 30, 2027	March 31, 2028
Evaluation of 2022 & 2023 ERP Implementation	March 1, 2023	April 30, 2024	March 31, 2026

### 3. Compliance:

- a. The selected Offeror shall be required to provide a complete SWCAP and DFA-CAP, in consultation with DFA, that meets federal standards and requirements. The SWCAP and DFA-CAP must be prepared in accordance with the provisions of Title 2 of the CFR, Part 200 guidelines and Publication ASMB C-10.
- b. The selected Offeror shall compile the required Section II direct billed services cost reconciliation. To include the reconciliation of fund balances and expenditures to the Title 2 of the CFR, part 200 guidelines, for each fund and service.
- c. DFA shall retain full responsibility for preparation of any financial statements, direct billed services billing methodologies and/or rates, and any potential federal cost disallowances arising from the accumulation of excessive fund balance and the

billing of unallowable costs under the provisions of Title 2 of the CFR, Part 200 guidelines and Publication ASMB C-10.

4. Coordination and Communication:

- a. The selected Offeror shall ensure that the work involved is properly coordinated with related work being carried on by the State.
- b. The selected Offeror shall receive requests for additional information and requests for analysis from the HHS or other federal agency and communicate those requests to the State.
- c. The selected Offeror shall furnish monthly reports concerning the status of the project, statements, certificates, approvals, copies of the proposed SWCAPs, claims, and other information relative to the project as may be requested by the State.

5. Support for HHS Review and Audit:

- a. The selected Offeror shall conduct negotiations with the federal government to see the SWCAP through the final approval by the federal cognizant agency.
- b. At no additional cost to the State, the selected Offeror shall provide assistance to the state should a state or federal audit be undertaken of the SWCAP prepared by the selected Offeror. Some examples of the typical audit services are compiling audit requests, negotiating potential paybacks, and other as required for the audit.
- c. In the event HHS fails to approve the cost allocation SWCAP prepared under the “Scope of Work” in this section, as submitted or revised by the selected Offeror, or the selected Offeror otherwise fails to satisfactorily perform under this contract, DFA shall be entitled to reimbursement of fees paid to the selected Offeror and other remedies in accordance with the provisions of the contract.

6. Information Handling:

- a. Any information provided to the selected Offeror by DFA and any reports, information, data and other documents give to or prepared or assembled by the selected Offeror under this contract shall not be made available to any individuals or organizations without the prior approval of DFA-OFA.
- b. The selected Offeror shall maintain full and accurate records with respect to all matters covered under the contract. The State shall have free access upon prior notice to such records and the right to examine and audit the same and to make transcripts from, and to inspect all data, documents, proceedings, and activities. Supporting documentation for data used in the SWCAP must be maintained on file for a minimum of five (5) years following the completion of the project or until the State has approved the destruction of the records, whichever is earlier.

7. Report Compilation and Submission:

- a. The selected Offeror shall, in consultation with DFA, prepare the DFA-CAP and SWCAP for up to ten (10) Fiscal Year cycles (if the additional option years are exercised), beginning with DFA-CAP and SWCAP 2018 (based on Fiscal Year 2016 actuals) through DFA-CAP and SWCAP 2027 (based on Fiscal Year 2025 actuals):

- i. The review and revision of charging for central services to reflect the full allowable cost of providing that service;
- ii. Assist DFA with service reconciliations as requested by HHS; and
- iii. Conducting negotiations with the federal government to see the SWCAP through to final approval by the federal cognizant agency. The State of Mississippi SWCAP must be approved by HHS in accordance with the federal Code of Federal Regulations (CFR), Title 2, Part 200, Office of Management and Budget (OMB) Circular A-87: [https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/federal\\_register/FR2005/083105\\_a87.pdf](https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/federal_register/FR2005/083105_a87.pdf) as updated from time to time and any other applicable federal circulars or directives. For each Fiscal Year cycle, the selected Offeror tasks shall include, but are not limited to:
  - 1. Reviewing the funding structure of all State organizations to ensure that all recipients of federal dollars are identified in the SWCAP.
  - 2. Compile a Cost Allocation Plan consisting of DFA's central services for inclusion in Section I referred to as the DFA-CAP.
  - 3. Identifying all central service costs within State government and carefully distinguishing between Section I (allocated) and Section II (billed) costs.
  - 4. Establishing equitable allocation criteria for the distribution of the central services costs. Mississippi SWCAP
  - 5. Reviewing and revising allocable charges for the cost of providing Facilities Maintenance, i.e., charge per square foot for State-run buildings.
  - 6. Preparing a Section II (billed central services) of the SWCAP to ensure that information required for telephone services, internal service funds, self-insurance funds, and fringe benefit funds including retirement is collected and submitted to the DFA's federal cognizant agency to be submitted to the federal government by April 30th of the following fiscal year.
  - 7. The selected Offeror shall provide services to assist DFA in preparing a service-by-service reconciliation of DFA Funds (DFA Services) to ensure compliance with OMB Circular A-87, Appendix C.
  - 8. Representing, negotiating, and defending, as necessary, the completed SWCAP with the appropriate representatives of the federal cognizant agency until the approval of the SWCAP is achieved. This includes the DFA portion of the SWCAP to include coordination of any questions between DFA and HHS as necessary.
- b. At the discretion of DFA, the selected Offeror may be required to perform a review and analysis of their FY 2022 and FY 2023 ERP implementations for HR, Payroll, Time Keeping and Travel. A separate report shall be provided to DFA-MMRS on how to recover costs through a billing plan and/or other cost recovery method. Upon an agreed to determination the vendor will advise DFA-OFA on how services should be included as a part of the DFA Cost Allocation and/or SWCAP.

## SECTION 5. QUESTIONNAIRE

1. Describe your organizational structure. Indicate whether your company operates as a corporation, partnership, individual, etc. If it is incorporated, include the state in which it is incorporated, and list the names and occupations of those individuals serving on your company's Board of Directors.
2. List the name and principal occupation or business of any person or entity owning 10% or more of your company.
3. Describe any ownership or name changes your company has been through in the past three years. Are any ownership or name changes planned?
4. Describe any changes in the organizational structure that have occurred within your company over the past twenty-four months or are anticipated during the next twenty-four months including, but not limited to, addition or elimination of product or business lines, mergers, company acquisitions, etc.
5. How long has the proposing company been providing SWCAP services? Please indicate the month and year in which the proposing company was established.
6. What was the average number of employees in your firm for the past twelve months? Has this average changed in the past three years?
7. State if the proposed account executive, any officers or principals and/or their immediate families are, or have been within the preceding twelve months, employees of the State of Mississippi.
8. Provide a brief description of any outside vendors or subcontractors that will be involved in providing key services detailed within your proposal. Please include the term of your current contract with each vendor or subcontractor. Describe the nature of the relationship with the subcontractor, including any ownership interest.
9. Has your company ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.
10. During the past five (5) years, has your company, related entities, principals or officers ever been a party in any material criminal litigation, whether directly related to this RFP or not? If so, provide details including dates and outcomes.
11. Has your company been cited or threatened with citation within the last three years by federal or state regulators for violations of any federal, state, or local law or federal, state or local regulation? If the answer is yes, please describe the circumstances in detail.
12. Confirm that your company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency, or by any political subdivision or agency of the State of Mississippi.

## SECTION 6. REFERENCES

All of the requested references should be provided using the References Form in Appendix B. The Offeror must document, through their references, they have the experience required to meet the minimum vendor requirements. DFA staff must be able to reach two (2) references for a proposal within three (3) business days of original contact call to be considered responsive.

1. List three governmental entities for whom you are providing (or have provided) SWCAP services similar to those requested in this RFP.
  - a. Client name, include the name, title, address, e-mail address, and telephone number of a person whom we may contact to confirm as needed,
  - b. The type of work your firm provided to the client,
  - c. The size of the client
  - d. Period of time retained as a client.
  
2. For the principal staff member who will be assigned to the DFA SWCAP's, list at least two State references for whom they are providing (or have provided) SWCAP services similar to those requested in this RFP.
  - a. Client name, include the name, title, address, e-mail address, and telephone number of a person whom we may contact to confirm as needed,
  - b. The type of work your firm provided to the client,
  - c. The size of the client
  - d. Period of time retained as a client.

## SECTION 7. TECHNICAL PLAN

In preparing your written response to any RFP question or request for information, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.

1. Referencing the schedule indicated in the Scope of Services, provide a detailed explanation and timeline for the development and submission including a number of days to complete an individual plan and estimated completion dates of DFA-CAP and the State of Mississippi’s SWCAP for each fiscal year.
2. Describe any specific technology or applications used by the Offeror to compile the SWCAP and indicate the following:
  - a. is the technology or application proprietary (do not name software)? (yes/no)
  - b. if yes describe any access the client will have.
3. Of the following formats, how does the Offeror require clients to provide data and financials to the vendor for compilation:
  - a. Agency generated spreadsheet formats
  - b. Offeror generated spreadsheet formats - provide blank examples
  - c. Offeror provided portal for import. Your response to this question shall not include the name of the portal. It should indicate that a proprietary portal shall be used to submit the data.
  - d. Other – describe and provide examples
  - e. Combination of above please identify applicable items above and provide examples
4. How many manager or peer reviews are performed on a final SWCAP submission before release to the client? Your response should indicate how many levels of review and the position titles of the reviewers.
5. What controls are used to ensure accuracy between the source data provided by the client and the final compilation?
6. Does Offeror provide a final certification of accuracy based on data provided and compliance with OMB A-87, HHS Guide for State, Local and Indian Tribal Governments and 2 CFR 200 to DFA?

## SECTION 8. MANAGEMENT PLAN

The following questions are specific to the Offeror **as a company**:

1. How many SWCAP compilations has Offeror completed for clients?
2. For how many states has the Offeror compiled SWCAPs?
3. List the three most recent states, including the submission year, for which the Offeror has compiled SWCAP's.
4. Provide an example of a compilation the Offeror has submitted in the last 12 months. In order for proper evaluation, the example should not be provided via a link, the actual report should be submitted along with the Offeror's proposal whether submitted as a hard copy or an electronic proposal.

The following questions are **specific to the team** which will be assigned to DFA's contract. Any changes to this named team made after the award of a contract shall receive prior approval from DFA-OFA.

5. Indicate the names of key staff members to be assigned to our project and their respective roles as outlined below. The titles are for illustration purposes, indicate the staffing structure you recommend for DFA's account and detail each team members responsibilities:
  - a. Principal – Primarily responsible for compilations and DFA's main contact.
  - b. Oversight – Provides first level review to principal and acts as an additional point of contact for State of Mississippi when resolutions are needed.
  - c. Support – Additional staff members if any that would assist with compilation.
6. For the principal staff member, indicate how many SWCAP they have completed on behalf of other states.
7. For the principal staff member, list the 3 most recent states they have completed.
8. For the principal staff member, how many negotiations, which required a repayment, have they brokered on behalf of a client?
9. For the principal staff member, what's the average amount of time after HHS has begun review of a SWCAP compiled by the principal staff member before it's approved? (Express answer in months. If the answer is 1 month or less please indicate 1.)
10. For the principal staff member, how many compilation revisions on average have they submitted at the request of HHS for submissions completed in the last year?
11. Indicate principal staff member availability for both onsite and remote meetings and general contacts. (Answer should include Monday through Friday hours of availability in Central Standard Time (CST). Expected response time, in hours, for a phone call or email. Lead time required to attend in person meetings when deemed necessary.)
12. Indicate Oversight staff member availability for both onsite and remote meetings and

general contacts. (Answer should include Monday through Friday hours of availability in Central Standard Time (CST). Expected response time, in hours, for a phone call or email. Lead time required to attend in person meetings if deemed necessary.)

## **SECTION 9.      FEE SCHEDULE**

DFA's requirements regarding compensation are as follows:

1. The flat rate(s), except when otherwise indicated, listed in ***Section 9 – Fee Schedule for Statewide Cost Allocation Plan Services*** shall constitute the entire compensation due to the Offeror for services and all of the Offeror's obligations hereunder regardless of the difficulty, materials, or equipment required. The flat rate(s) include, but are not limited to, all applicable taxes, fees, general office expense, travel, overhead, profit, and all other direct and indirect costs, incurred or to be incurred, by the Offeror. DFA shall not provide any prepayments or initial deposits in advance of services being rendered. Only those services agreed to by contract shall be considered for reimbursement/compensation by DFA. The fees listed in in ***Section 9 - Fee Schedule for Statewide Cost Allocation Plan Services*** of this contract are firm for the duration of this contract and are not subject to escalation for any reason, unless this contract is duly amended.
2. The payment of an invoice by DFA shall not prejudice DFA's right to object or question any invoice or matter in relation thereto. Such payment by DFA shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. The Offeror's invoice or payment may be subject to further reduction for amounts included in any invoice or payment theretofore made which are determined by DFA, on the basis of audits, not to constitute allowable costs. Any payment shall be reduced for overpayment or increased for underpayment on subsequent invoices. For any amounts which are or shall become due and payable to DFA by the Offeror, DFA reserves the right to (1) deduct from amounts which are or shall become due and payable to the auditor under the contract between the parties; or (2) request and receive payment directly from the auditor within fifteen (15) days of such request, at DFA's sole discretion.
3. In the event DFA requests and authorizes the Offeror for the performance of any of the services covered under this Contract for which travel expenses are not already included, compensation to the Offeror for travel, meals and/or lodging must be approved in advance and shall be allowed subject to the following criteria:
  - a. In order to be compensable by DFA, travel expenses must be reasonable and necessary for the fulfillment of the project and contractual obligations;
  - b. Air travel reimbursement will be limited to "Coach" or "Tourist" class rates, and must be supported by a copy of an original invoice;
  - c. Meals and lodging expenses will be reimbursed in the amount of actual costs, subject to the maximum per diem as defined in the Federal Register. A copy of all hotel receipts must be provided. A copy of meal receipts is not necessary;
  - d. Taxi fares, reasonable rental car expenses, and airport parking expenses will be reimbursed in the amount of actual costs, and must be supported by a copy of an original receipt/invoice;
  - e. Personal automobile mileage and related costs are not compensable expenses;
  - f. Time spent in "travel status" is not compensable.

## FEE SCHEDULE FOR STATEWIDE COST ALLOCATION PLAN SERVICES

Our firm's flat rates, except when otherwise indicated, to provide Statewide Cost Allocation Plan Services are listed below:

Cost Allocation Plan Year	Total Cost for the Accepted Plan
Statewide Cost Allocation Plan for Fiscal Year 2018	
Statewide Cost Allocation Plan for Fiscal Year 2019	
Statewide Cost Allocation Plan for Fiscal Year 2020	
Statewide Cost Allocation Plan for Fiscal Year 2021	
Statewide Cost Allocation Plan for Fiscal Year 2022	
Statewide Cost Allocation Plan for Fiscal Year 2023	
Statewide Cost Allocation Plan for Fiscal Year 2024	
Statewide Cost Allocation Plan for Fiscal Year 2025	
Statewide Cost Allocation Plan for Fiscal Year 2026	
Statewide Cost Allocation Plan for Fiscal Year 2027	
Evaluation of 2022 & 2023 ERP Implementation (optional service at the discretion of DFA)	

Upon submission of the final draft of any one SWCAP, the awarded Contractor shall submit invoicing for 80% of the flat cost for that plan. Upon federal negotiated approval of any one SWCAP, the awarded Contractor shall submit invoicing for the remaining 20% of the flat cost of that SWCAP.

By submission of this proposal, we hereby certify that the fees submitted in response to the RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those fees, the intention to submit a proposal, or the methods or factors used to calculate the fees proposed. We certify the submitted proposal, including pricing, is valid for at least 180 days subsequent to the date of the proposal submission deadline. By submission of this proposal, we hereby certify that we have not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

A signature is required below.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

Please have the appropriate officer sign this statement and include it as a part of your proposal.

## SECTION 10. STATEMENT OF COMPLIANCE

This section contains the Statement of Compliance and the *Sample Services Contract*. You must submit a signed Statement of Compliance with your proposal. If you object to any of the terms and conditions included in the sample contract provided in *Appendix C – Sample Services Contract*, or any requirements listed in this RFP, please note and explain your objections on the Statement of Compliance.

## Statement of Compliance

We agree to adhere to all conditions and requirements as set forth in the Department of Finance and Administration's Request for Proposal for Statewide Cost Allocation Services, dated **Date**, including the conditions contained in the sample contract included as *Appendix C - Sample Services Contract*, except as listed below:

A signature is required below.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

Please have the appropriate officer sign this statement and include it as a part of your proposal.

## **APPENDIX A – Proposal Cover Sheet**

Company Name: \_\_\_\_\_

Proposals are to be submitted as directed in *Section 1.2, Proposal Submission Requirements*, of this RFP, on or before December 14, 2022 by 2:00 PM CST.

<b>Company Representative</b>	
<b>Company Representative Title</b>	
<b>Company Representative Mailing Address</b>	
<b>Company Representative Mailing City, State, Zip</b>	
<b>Company Representative Telephone:</b>	
<b>Company Representative E-Mail Address:</b>	

*Please identify the Office/Branch which will provide services for DFA if different from above:*

<b>Office Contact Person</b>	
<b>Office Contact Person Telephone Number</b>	
<b>Office Contact Person Email Address</b>	
<b>Office Contact Person Physical Address</b>	
<b>Office Contact Person City, State, Zip</b>	
<b>Office Contact Person Mailing Address</b>	
<b>Office Contact Person City, State, Zip</b>	

Are you currently registered as a Supplier in MAGIC? \_\_\_\_ YES \_\_\_\_ NO

If known, what is your supplier number? \_\_\_\_\_

Are you currently registered with PayMode? \_\_\_\_ YES \_\_\_\_ NO

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That the Offeror will perform the services required at the prices stated in their proposal;
2. That the pricing submitted will remain firm for the contract term; and,
3. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
4. That the Offeror has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in **Section 3, Minimum Qualifications**, and should the Offeror be awarded the contract, will add the State of Mississippi as an additional insured;
5. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.
6. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. In order to do business with the State of Mississippi, all Suppliers must be registered with both systems. By submitting a proposal, the Offeror certifies that it is registered with both systems or if not already registered, that it will do so within seven (7) business days of being notified by DFA Office of Procurement and Contracts that it has been awarded a contract.
7. That this proposal will be valid for one hundred eighty (180) days after the submission deadline.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX B - References

<b>Client Name</b>	
<b>Contact Name and Title</b>	
<b>Contact Address</b>	
<b>Contact Telephone Number</b>	
<b>Email Address</b>	
<b>Type of work provided to the client</b>	
<b>Contract effective dates for the time period(s) services provided to client</b>	

<b>Client Name</b>	
<b>Contact Name and Title</b>	
<b>Contact Address</b>	
<b>Contact Telephone Number</b>	
<b>Email Address</b>	
<b>Type of work provided to the client</b>	
<b>Contract effective dates for the time period(s) services provided to client</b>	

<b>Client Name</b>	
<b>Contact Name and Title</b>	
<b>Contact Address</b>	
<b>Contact Telephone Number</b>	
<b>Email Address</b>	
<b>Type of work provided to the client</b>	
<b>Contract effective dates for the time period(s) services provided to client</b>	

*Additional references to meet the requirements of the procurement should be submitted on a separate page.*

## **APPENDIX C – Sample Services Contract**

## STATEWIDE COST ALLOCATION PLAN CONSULTING SERVICES CONTRACT

This ☒ Services Contract (Contract) is made by and between the State of Mississippi Department of Finance and Administration (DFA), Office of ☒ (Office), and ☐ (Contractor) effective , under the following terms and conditions under which the Contractor agrees to provide services to DFA.

### 1. Scope of Services

☒

### 2. Contract Term

- A. The effective date of this Contract will be . This Contract's term will be for four (4) years with one (1) optional one-year renewal to be exercised in the discretion of DFA. By  of each subsequent year of the contract, DFA will notify the Contractor, in writing, of DFA's intent as to renewal of the Contract.
- B. All records and information provided by DFA to the Contractor are the sole property of the DFA and shall be returned to the DFA within thirty (30) days of the termination date of this Contract.
- C. Upon termination of this Contract, the Contractor shall cooperate with the DFA and the new Contractor during the transition of the DFA's business to the new Contractor. Upon request from the DFA, the Contractor shall provide all DFA information maintained by the Contractor in a time frame specified by the DFA.

### 3. Consideration

The DFA agrees to compensate the Contractor for services approved by the DFA and performed by the Contractor under the terms of this Contract as follows:

- A. The fees listed in **Exhibit A – Pricing** shall constitute the entire compensation due to the Contractor for services and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The DFA shall not provide any prepayments or initial deposits in advance of services being rendered. Payment for any and all services provided by the Contractor to the DFA shall be made only after said services have been duly performed and properly invoiced. The fees listed in **Exhibit A – Pricing** of this contract are firm for the duration of this contract and are not subject to escalation for any reason, unless this Contract is duly amended.
- B. The Contractor must submit all invoices, in a form acceptable to the DFA (provided that such acceptance will not be unreasonably withheld) with all the necessary supporting documentation, prior to any payment to the Contractor. No additional compensation will be provided by the DFA for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the DFA.
- C. The payment of an invoice by the DFA shall not prejudice the DFA's right to object or question any invoice or matter in relation thereto. Such payment by the DFA shall

neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. The Contractor's invoice or payment may be subject to further reduction for amounts included in any invoice or payment theretofore made which are determined by the DFA, on the basis of audits, not to constitute allowable costs.

**4. *Availability of Funds***

*It is expressly understood and agreed that the obligation of the DFA to proceed under this Contract 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 Contract 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 DFA, the DFA shall have the right upon ten (10) working days written notice to Contractor, to terminate this Contract without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.*

**5. *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.*

**6. *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 Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.*

**7. *Recovery of Money***

Whenever, under the Contract, any sum of money shall be recoverable from or payable by the Contractor to the DFA, the same amount may be deducted from any sum due to the Contractor under the Contract or under any other Contract between the Contractor and the DFA. The rights of the DFA are in addition and without prejudice to any other right the DFA may have to claim the amount of any loss or damage suffered by the DFA on account of the acts or omissions of the Contractor.

**8. *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.*

**9. Compliance with Laws**

*Contractor understands that DFA 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 this Contract 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 Contract 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.*

**10. Force Majeure**

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

**11. Anti-Assignment/Subcontracting**

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

**12. Confidentiality**

Notwithstanding any provision to the contrary contained herein, it is recognized that DFA is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 et seq. If a public records request is made for any information provided to DFA pursuant to the contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, DFA shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The DFA shall not be liable to the Contractor for disclosure of information required by court order or required by law.

### **13. Disclosure of Confidential Information**

In the event that either party to this Contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 et seq.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this contract.

### **14. 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 Mississippi 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 Contractor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.*

### **15. Contractor Personnel**

The DFA shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the DFA reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the DFA in a timely manner and at no additional cost to the

DFA. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

**16. Independent Contractor**

The Contractor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the DFA. Nothing contained herein shall be deemed or construed by DFA, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between DFA and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of DFA or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of DFA and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of DFA. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the DFA. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the DFA; and the DFA shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. DFA shall not withhold from the Contractor payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, DFA shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by DFA for its employees.

**17. E-Verification**

*If applicable, Contractor 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. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this Contract may subject Contractor to the following: (i) termination of this Contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (ii) 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, (iii) both. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license*

*or permit to do business in the State.*

**18. Authority to Contract**

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

**19. Debarment and Suspension**

The Contractor certifies to the best of its knowledge and belief, that it: (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency or any political subdivision or agency of the State of Mississippi; (ii) Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it 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; (iii) Has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a 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; (iv) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of these offenses enumerated in paragraphs two (2) and three (3) of this certification; and, (v) Has not, within a three-year period preceding this proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**20. Modification or Renegotiation**

This Contract may be modified only by written Contract signed by the parties hereto. The parties agree to renegotiate the Contract if federal, state and/or the DFA revisions of any applicable laws or regulations make changes in this Contract necessary.

**21. *Procurement Regulations***

*This Contract shall 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 [www.DFA.ms.gov](http://www.DFA.ms.gov).*

**22. *Representation Regarding Contingent Fees***

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

**23. *Representation Regarding Gratuities***

*The 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 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.*

**24. *Termination upon Bankruptcy***

*This Contract may be terminated in whole or in part by DFA upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total Contract price.*

**25. *Termination for Convenience***

A. Termination. *The Agency Head or designee may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective.*

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

**26. *Termination for Default***

A. Default. *If Contractor refuses or fails to perform any of the 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 Agency Head or designee may notify 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 Agency Head or designee, such officer may terminate 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 Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. 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.*

- B. Contractor's Duties. Notwithstanding termination of the Contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- C. Compensation. Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- D. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, 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 Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee 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, 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 Contractor to meet the Contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience. (As used in this paragraph of this clause, the term "subcontractor" means a subcontractor at any tier).
- E. Erroneous Termination for Default. If, after notice of termination of 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 (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience for the State, be the same as if the notice of termination had been issued pursuant to a termination for convenience.
- F. 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.

**27. *Stop Work Order***

- A. Order to stop work. *The Chief Procurement Officer, may by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to 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 (i) cancel the stop work order; or (ii) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.*
- B. 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, 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: (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and, (ii) 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.*
- C. 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.*
- D. Adjustment 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.*

**28. *Price Adjustment***

- A. Price Adjustment Methods. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:
- a. by agreement on a fixed price adjustment before commencement of the additional performance;
  - b. by unit prices specified in the contract;
  - c. by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
  - d. by a price escalation clause.

B. Submission of Cost or Pricing Data. The Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

**29. Oral Statements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract must be made in writing by the DFA and agreed to by the Contractor.

**30. Ownership of Documents and Work Papers**

The DFA shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Contract which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the DFA upon termination or completion of the Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from DFA and subject to any copyright protections.

**31. *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.*

**32. Third-Party Action Notification**

The Contractor shall give the DFA prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Contract.

**33. Indemnification**

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the State's sole discretion upon approval of the Mississippi Attorney General, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Contractor shall be

solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.

**34. *Approval***

*It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.*

**35. *Change in Scope of Work***

The DFA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the DFA and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the DFA in writing of this belief. If the DFA believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Contract.

**36. *Attorney's Fees and Expenses***

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

**37. *Failure to Enforce***

Failure by the DFA at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the DFA to enforce any provision at any time in accordance with its terms.

**38. *Record Retention and Access to Records***

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All

records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

**39. Right to Audit**

Contractor shall maintain such financial records and other records as may be prescribed by DFA or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by DFA, whichever event occurs first. These records shall be made available for inspection during regular business hours and with reasonable advance notice during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

**40. Right to Inspect Facility**

The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.

**41. Severability**

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

**42. Licenses**

The Contractor shall ensure that the following professional licenses are maintained and current during the term of the contract, Applicable licenses, but not necessarily limited to, are: [licenses]. The Contractor may utilize the license of an approved sub-contractor to fulfill this requirement. The Contractor shall, upon the expiration of a license, furnish to DFA a current license.

**43. Insurance**

[copy from procurement]

**44. Notices**

All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth in this section. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

If to DFA:

Attention: Saranne Smith  
Department of Finance and Administration  
Office of Procurement and Contracts  
501 North West Street  
Suite 1301-A Woolfolk Building  
Jackson, Mississippi 39201

If to the Contractor:

Attention: ☒

☒

☒

☒

☒

#### 45. Priority

The Contract consists of this agreement including Exhibit A, **Pricing**, the response proposal by the Contractor dated ☒ (hereinafter “Proposal” and attached as Exhibit B) and the Request for Proposals for Statewide Cost Allocation Plan Consulting Services dated October 13, 2022 (hereinafter “RFP” and attached as Exhibit C). Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the Proposal. Omission of any term or obligation from this agreement or attached Exhibits A, B and C shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

**Witness our signatures, on the date first written.**

☒ [Contractor Name]

Department of Finance and Administration

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**PRICING**

## **EXHIBIT B**

### **THE CONTRACTOR'S RESPONSE TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION'S REQUEST FOR PROPOSALS FOR STATEWIDE COST ALLOCATION PLAN CONSULTING SERVICES DATED OCTOBER 13, 2022**

## **EXHIBIT C**

### **THE DEPARTMENT OF FINANCE AND ADMINISTRATION'S REQUEST FOR PROPOSALS FOR STATEWIDE COST ALLOCATION PLAN CONSULTING SERVICES DATED OCTOBER 13, 2022**