Mississippi Institutions of Higher Learning
Request for Proposals

Attestation Services
Agreed Upon Procedures
REQUEST FOR PROPOSAL (RFP):
Attestation Services – Agreed Upon Procedures

Issue Date: December 3, 2020
Project No.: 12.29.2020
Proposal Due: Tuesday, December 29, 2020
Contact Name: Phil Cumberland
Contact Phone Number: 601.432.6315
Contact E-mail Address: pcumberland@mississippi.edu

The Board of Trustees of State Institutions of Higher Learning (IHL) requests proposals for performing agreed upon procedures regarding the IHL system institutions’ processes for Land, Property and Services Contracts, IHL Board Policy 707.01, and to issue an Independent Accountant’s Report on Compliance and Internal Controls Based on the Processes.

Agreement entered into between the IHL System, and the FIRM.

Proposals must be received by electronic mail by 2:00 PM CT on December 29, 2020 to Phil Cumberland at pcumberland@mississippi.edu.

It is the intent of IHL to enter into a firm fixed price contract for the services outlined herein. Proposals should be based on a fixed fee that includes all anticipated fees.

Proposals must be submitted no later than 2:00 PM CST, December 29, 2020.

E-Mail to: pcumberland@mississippi.edu
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PURPOSE

The purpose of the Request for Proposal is to obtain written proposals for the agreed upon procedures as indicated in the scope of work section. **Deliverables** include:

- For each Institution within the IHL System, the timely issuance of an Independent Accountant’s Report on Compliance and Internal Controls Based on the Processes to include
  - Observation (findings);
  - Recommendation(s) or Best Practices for each finding;
  - Managements’ corrective action plans with anticipated date of completion;
  - Provide the IHL Chief Audit Executive with copies of the auditor’s agreed-upon procedure workpapers externally of the issued audit reports.
  - Determination whether an individual finding or the cumulative effect of multiple findings results in a “significant impairment” over the internal controls of the contract management system. A “significant impairment” is defined as
    - failing to provide reasonable assurance that the policies and processes exist for contracting and procurement; and/or
    - failing to execute same would resulting in a failure to follow applicable state laws and guidelines, state agency regulation, contractual terms, or the parameters of Board authorization to enter into contracts and purchases; and/or
    - preventing the efficient consolidation of duplicate goods and/or services consistent with generally accepted best practices.

GENERAL INFORMATION

The Mississippi Board of Trustees of State Institutions of Higher Learning (IHL System) governs the public universities in Mississippi. The institutions undergoing separate reviews of contract and procurement processes within the IHL System includes the following institutions:

- Alcorn State University
- Delta State University
- Jackson State University
- Mississippi State University
- Mississippi University for Women
- Mississippi Valley State University
- University of Mississippi
- University of Southern Mississippi
- University of Mississippi Medical Center
The Southern Association of Colleges and Schools Commission on Colleges is the accrediting body for each of the public universities in Mississippi. The Board of Trustees is the constitutional governing body of the State Institutions of Higher Learning.

**PART I - GENERAL TERMS AND CONDITIONS**

A. Respondents have read and understand the following general terms and conditions related to this solicitation:

1. Awarded vendor will be expected to sign a Contract for Services to provide the services contained within the provisions set out within Part VI. It is expected that the term of the contract will be for 3 months to up to 1 year. Bidders are expected to provide a timeline for the completion of work at all 9 institutions. Staggered work schedules for field staff and separate completion dates for different institutions may be submitted for consideration.

2. IHL reserves the right to reject any and all proposals and IHL has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for IHL to properly evaluate, IHL has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

3. In case of default of FIRM, IHL reserves the right to purchase any or all items and/or services in default in open market, charging FIRM with all costs of default.

4. All materials, products and/or services offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to in this solicitation.

5. IHL reserves the right to make an award which is determined to be to the best interest of the State of Mississippi. The award does not have to go the lowest respondent. This is not an advertisement for bids. This is a request for proposals for a prospective service contract.

6. IHL reserves the right to reject any proposal which does not conform to the requirements set forth in this RFP. Proposals may be rejected for reasons which include, but not limited to, the following:

   6.1 The proposal contains unauthorized amendments to the requirements of the RFP;

   6.2 The proposal is conditional;

   6.3 The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;

   6.4 The proposal is received late;

   6.5 The proposal is not signed by an authorized representative of the party;

   6.6 The proposal contains false or misleading statements of references; and,

   6.7 The proposal does not offer to provide all services required by the RFP.
7. Respondent represents that he/she has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the proposal.

8. The right of vendor to proceed may be terminated after notice and hearing if the Board of Trustees of State Institutions of Higher Learning determines that vendor or any agent or other representative of vendor gave or agreed to give an inducement to any IHL employee or official or to the spouse of same in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request associated with this prospective agreement, as listed in Miss. Code Ann. Section 97-11-53 (1972, as amended).

9. The respondent’s signature on the RFP is a guarantee that the prices quoted have been arrived at without collusion with other eligible respondents and without effort to preclude the Board of Trustees of State Institutions of Higher Learning from obtaining the lowest possible competitive price.

10. From the date of release of this RFP, until a Letter of Intent is issued, all contacts with the IHL shall be made through the Procurement Office unless otherwise noted in the RFP. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other consideration.

11. The procurement method to be used is that of competitive negotiation from which IHL is seeking the best combination of price, experience and quality of service. Discussions may be conducted with vendors who submit proposals. Likewise, IHL also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

12. The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated Sections 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

13. The IHL Board reserves the right to consult with outside parties in evaluation of proposals. All proposals become the property of the IHL Board upon receipt and will not be returned to the bidder.

B. CONTRACT TYPE AND PRICE

It is anticipated that any contract negotiated subsequent to this solicitation will be awarded on a cost reimbursement basis of an hourly rate. A Schedule of Professional Fees and Expenses should be submitted with the proposal to include the maximum estimated cost to perform all services contemplated in this request for proposals.

C. PROPOSAL SUBMISSION

Submission Instructions
1. Proposals must be received, via email, by IHL by the date and time specified. IHL is not responsible for any delays in delivery or expenses for the development or delivery of proposal. Any proposal received after proposal opening time will be rejected.

2. In the submission email please reference RFP number and type of services being requested. Proposals or alterations by phone will not be accepted.

3. Legibility, clarity and completeness of proposal are important and essential.

4. Proposal must be signed by individual(s) legally authorized to bind the firm. All information requested should be submitted. Failure to submit all information requested may result in receiving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information will be found nonresponsive and rejected.

5. Proposal must contain a statement that the proposal and the prices(s) contained therein shall remain firm for a period of one hundred twenty (120) days.

- D. SOLICITATION SCHEDULE

<table>
<thead>
<tr>
<th>Date of Issuance</th>
<th>December 3, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written Question Submittal Deadline</td>
<td>December 11, 2020</td>
</tr>
<tr>
<td>Virtual Pre-Proposal Conference *</td>
<td>December 15, 2020</td>
</tr>
<tr>
<td>Written responses provided</td>
<td>December 17, 2020</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>December 29, 2020</td>
</tr>
<tr>
<td>Notice of Award (Estimated)</td>
<td>January 8, 2021</td>
</tr>
<tr>
<td>Contract Start Date (Estimated)</td>
<td>February 19, 2021</td>
</tr>
</tbody>
</table>

*Contact Phil Cumberland at pcumberland@mississippi.edu for call-in information.

E. PROPOSAL PREPARATION EXPENSES

The IHL Board will not pay any costs incurred in the preparation and submission of proposals.

F. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written notice received at any time before award.

G. PROPOSAL MODIFICATIONS

Any requests to modify proposals must be submitted in writing by the Primary respondent. All requests for modifications must be submitted prior to the proposal submission deadline. The IHL Board reserves the right to deny any requests for proposal modification.

H. EQUAL OPPORTUNITY

Contracts, purchases and other financial transactions are administered by the IHL Board equally, without regard to race, color, creed, sex, national origin, disability or age.
I. AMENDMENTS TO PROPOSAL SPECIFICATIONS

1. Respondents shall be notified in writing of any changes in the specifications contained in this Request for Proposal.
2. All addenda, amendments, and interpretations to this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind IHL.
3. Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal. The acknowledgement must be received by the IHL by the time and at the place specified for receipt of proposals.
4. Should an amendment to the RFP be issued, it will be posted on the IHL website http://www.mississippi.edu/finance/procurement.html. Further, respondents must acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by IHL in the time and at the place specified for receipt of RFPs. It is the respondent’s sole responsibility to monitor the website for amendments to the RFP.

J. QUESTIONS CONCERNING PROPOSALS

1. Request for additional information and questions should be addressed to Procurement Officer Phil Cumberland in writing at pcumberland@mississippi.edu no later than the date listed in the Solicitation Schedule in Section D.
2. The IHL shall provide a written response to all questions received in writing on or before the written question submittal deadline.
3. Questions received in relation to this RFP shall be answered and sent to all Respondents who are listed as having obtained the RFP.
4. All questions and answers will be published on the IHL website http://www.mississippi.edu/finance/procurement.html within the time reflected in the Solicitation Schedule in Section D.

PART II – SCOPE OF WORK STATEMENT

The work for this RFP includes performing Agreed Upon Procedures as set out below in the subsection Agreed Upon Procedures.

The attestation services will be made in conformity with the following guidelines and regulations:

1. The Statement on Standards for Attestation Engagements as prescribed by the American Institute of Certified Public Accountants.
2. Compliance with applicable state laws.
Agreed Upon Procedures

Contract Review for Control Purposes (Real Property and all other Contracts) – IHL BOARD POLICY 707.01, to Include a Review of:

1. Pre-contracting and procurement processes, including, but not limited to:
   A. Processes that identify applicable state laws and IHL Board policies prior to initiating a contract or procurement
   B. Processes that require proper authorization and approval to enter into a contract or procurement
   C. Processes that provide authorization prior to execution from appropriate state entities (i.e., IHL Board, Mississippi Department of Finance and Administration, Mississippi Department of Information Technology Services, Public Procurement Review Board, and/or Mississippi Secretary of State’s Office)
   D. Processes that provide a legal review of contracts and procurements to ensure that an adequate legal review occurs as defined by IHL Board Policy 707.01
   E. Processes that provide quality control and oversight of the contracting process in place and its effectiveness
   F. Processes that identify duplicate goods and services and whether such can be consolidated for efficiencies

2. Post-contracting and procurement processes, including, but not limited to:
   A. Processes that ensure the management system is effectively and accurately capturing relevant financial information needed to monitor executed contracts for post-contract compliance such as overspending and activity on expired contracts
   B. Processes that ensure the contract management system is effective in monitoring
      a. Receipt of goods and services
      b. Proper negotiated prices for the goods and services are paid
      c. Preventing deviation from contracted terms
   C. Processes that ensure the contract management system is effectively and accurately capturing discounts, rebates, contracted revenue, and that goods and services are received timely
   D. Processes that ensure timely payments of invoices.
Due to the current approval level of contracts by the Board of Trustees of $250,000, it is anticipated that the majority of contracts will be reviewed by the FIRM using the following methodology:

For the pre-procurement processes, it is anticipated that the FIRM will conduct stratified random samples of all contracts and procurements for all institutions for all contracts of an expenditure amount of $250,000 or less entered into during calendar years 2020 and 2019. The universe for the samples for the contracts and procurements above $250,000 will be broken into the following time periods for the following groups with the goal of obtaining a 95 percent confidence interval for results:

- The University of Mississippi Medical Center – stratified random sample of contracts entered into during the most recent calendar year of 2020
- Jackson State University, Mississippi State University, the University of Mississippi – Oxford, and the University of Southern Mississippi – All contracts and procurement entered into during the most recent calendar year of 2020
- Alcorn State University, Delta State University, the Mississippi University for Women, and Mississippi Valley State University – All contracts and procurement entered into during the most recent five calendar years of 2020, 2019, 2018, 2017, and 2016.

For the post-procurement processes, it is anticipated that the FIRM will conduct stratified random samples of all contracts and procurements for all institutions for all contracts and procurements of an expenditure amount of $250,000 or less that are active, completed, and/or expiring during calendar year 2020, as may be necessary to meet the criteria for testing as described above. The universe for the samples for the contracts and procurements above $250,000 will be broken into the following time periods for the following groups with the goal of obtaining a 95 percent confidence interval for results:

- The University of Mississippi Medical Center – stratified random sample of contracts that are active, completed, and/or expiring during the most recent calendar year of 2020, as may be necessary to meet the criteria for testing as described above.
- Jackson State University, Mississippi State University, the University of Mississippi – Oxford, and the University of Southern Mississippi – All contracts and procurement that are active, completed, and/or expiring during the most recent calendar year of 2020, as may be necessary to meet the criteria for testing as described above.
- Alcorn State University, Delta State University, the Mississippi University for Women, and Mississippi Valley State University – All contracts and procurement that are active, completed, and/or expiring during the most recent five calendar years of 2020, 2019, 2018, 2017, and 2016, as may be necessary to meet the criteria for testing as described above.

Prospective firms may propose alternative sampling methodologies to be submitted in the bid responses. Alternative methodologies should explain the confidence interval sought and justification for using alternative methodologies to include such factors as cost and timeliness of the proposed work schedule.
Final approval of the sample size will be completed by the successful FIRM after review and concurrence by IHL’s Chief Audit Executive.

The FIRM will conduct the agreed upon procedures in accordance with attestation standards specified by the AICPA “Statement on Standards for Attestation Engagements”. Accordingly, the FIRM will review, on a test basis, evidence supporting the effectiveness of internal controls over contracting and procurement processes.

Management at the various universities are responsible for making available to the FIRM, upon request, all original accounting records and related information, and personnel to whom the FIRM’s staff may direct inquiries.

If the FIRM fails to meet the completion date prescribed herein, the IHL Board may, at its option, reduce the agreed compensation by an amount not to exceed ten percent (10%) of the total annual contract amount as liquidated damages for the failure to complete the contract by the completion date.

The FIRM shall have a certified public accountant (CPA) as the certifying official of the attestation reports.

PART III - INSTRUCTIONS TO OFFERORS

K. PROPOSAL REQUIREMENTS

The FIRM’s proposal shall include the following:

1. A description of the FIRM’s qualifications for performing professional attestation services. Experience and expertise of all key personnel who will be working on the engagement should be presented. In the event the FIRM proposes to subcontract with another CPA firm to perform a portion of the attestation services necessary for the fulfillment of this contract, the personnel and experience level of the subcontractor firm must be disclosed, along with an explanation of the specific work to be performed by the subcontractor firm and an estimate of the hours necessary to complete the subcontracted work.

   1.1 Supervisory personnel (managers, seniors, in-charges, etc.) assigned to lead fieldwork and supervise staff on site at each institution must have prior relevant experience in the performance of attestation services for governmental or non-profit entities performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards.

   1.2 Additionally, supervisory and other key personnel assigned to the performance of attestation services in accordance with 2 CFR 200 should have prior relevant experience specific to the audit of federal awards.
2. The length of time the FIRM has been performing such services. A listing of current and previous Mississippi governmental services performed should be included in the proposal. If the FIRM has had previous specific attestation experience in the public higher education and public academic medical center sector, a listing and brief explanation of such previous engagements should be presented. This information must be supplied for any subcontractor CPA firm(s) that will be utilized by the FIRM.

3. The FIRM’s tax I.D. number.

4. An affirmative statement that the FIRM is independent of the IHL Board and any of the entities governed by the IHL Board as defined by generally accepted auditing standards and Government Auditing Standards 2011 Revision. This statement must also be obtained from any subcontractor CPA firm(s) that will be utilized by the FIRM.

5. A copy of the report of its most recent external quality review, including a statement indicating whether that quality review included a review of specific government engagements. This information must be supplied for any subcontractor CPA firm(s) that will be utilized by the FIRM.

6. A Schedule of Professional Fees and Expenses, including a maximum estimated cost for all services contemplated in this request for proposals.

7. A Proposed Schedule for Field Work and Completion of Summary Reports for All Institutions with Calendar References.

8. Alternative Sampling Methodology to Complete Scope of Work, if desired by submitting FIRM. Inclusion of an alternative sampling methodology must address the efficiency or effectiveness of desired outcomes.

9. A draft engagement letter

10. Whether the FIRM is a Mississippi firm and whether the FIRM and/or the FIRM’s subcontractors have a presence in Mississippi. An office located within the state of Mississippi will be considered by the IHL Board in evaluating any proposal, but only to the extent allowable under Mississippi law.

L. PERIOD OF CONTRACT

It is expected that the term of the contract will be for 3 months to up to 1 year. Bidders are expected to provide a timeline for the completion of work at all 9 institutions. Staggered work schedules for field staff and separate completion dates for different institutions may be submitted for consideration.

M. PAYMENTS
Once a contract is negotiated, the IHL Board shall pay, or make payments on, consideration in accordance with the following schedule or procedure:

The FIRM shall submit monthly invoice(s) to the IHL Board with supporting documentation of costs incurred. The invoices shall outline the work performed and number of hours worked. Hours specifically identifiable to each of the universities and the IHL Board Executive Office should be separately identified. The IHL Board will pay such invoices in accordance with the law related to timely payment for purchases by public bodies (Miss Code Ann. Section 31-7-301 et seq., Rev.1990). The final payment shall be made after completion and acceptance of the attestation services. In no instance will a payment be made that causes the total amounts paid to exceed the contract amount.

Pursuant to Mississippi law, the IHL Board is exempt from state sales and use taxes. The IHL Board will not pay excise, personal property, income, value added, or other similar taxes. If the FIRM is liable for such taxes; FIRM shall take such into consideration in pricing. It is the FIRM's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible tax liabilities in connection therewith.

N. KEY PERSONNEL

Prior to removing, replacing, or diverting any of the specified individuals presented in Part III, Section K(1), the FIRM shall notify the IHL Board reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this contract. No replacement shall be made by the FIRM without the written consent of IHL Board staff. IHL Board staff must ratify in writing the change. Key personnel for this contract include:

(Key Personnel are those persons assigned by the FIRM to perform services).

PART IV - PROJECT NEGOTIATIONS AND AWARD OF CONTRACT

It is the intent of the IHL Board to conduct negotiations for award of a contract to the best respondent as determined by the evaluation of proposals, using any factors considered relevant by the IHL Board. A contract will be awarded only if it is within available funds and in the best interest of the IHL Board.

The IHL Board and/ or its staff will evaluate each proposal. The hourly rate may be computed for comparison purposes, in the event extreme deviations in cost or hours are noted.

The IHL Board's Request for Proposal (RFP) and the FIRM’s technical proposal for professional services shall be incorporated as part of the awarded contract.

The IHL Board reserves the right to;
1. seek outside technical analysis of any proposal.
2. conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. IHL reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. IHL may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.
3. request additional information or clarification from a respondent. The Respondent’s cooperation during the evaluation process in providing the IHL staff with adequate responses to request for clarification will be considered a factor in the evaluation of responsiveness. Lack of such cooperation or failure to provide the information in a manner required may, at the State’s discretion, result in the disqualification of the proposal.
4. request oral presentations if additional information and/or clarification is required.
5. to visit the respondent’s place of business to verify the capacity and type of equipment and personnel available for servicing this contract prior to making a determination in awarding of this contract. In the event that IHL rejects any, any part of or all proposals, IHL shall not be responsible for any costs incurred by any respondent in submitting a proposal.

**Award**

1. If a satisfactory contract cannot be negotiated with the highest qualified Respondent, negotiations will be formally terminated. Negotiations shall then be undertaken with the second highest rated and so on.
2. A contract will be issued after the award (if an award is made) and will become an integral part of the contract process.
3. A written notice to proceed will be issued prior to commencement of services.
4. Responsive respondent will be notified in writing of IHL’s intent to award a contract as a result of this RFP.
5. After notification of the intent to award is made, and under the supervision of agency staff, proposal scoring and pricing will be available for public inspection, by appointment, from 8:30 AM to 2:00 PM at 3825 Ridgewood Road, fourth floor, room 412, Jackson, Mississippi. Vendors may schedule reviews with the Procurement Officer.

**PART V - PROPOSAL FORM**

All proposals shall be prepared in accordance with this section. Although there are no specific length limitations, proposals should be concisely written, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately identified. The proposal shall consist of one document, which shall address, at the minimum, the following items:

1. **SOLICITATION AND OFFER DOCUMENT**

   The cover page of this solicitation will be submitted with the proposal. The "offer" portion of the document must be completed by the bidder.

2. **TRANSMITTAL LETTER**
A brief letter formally submitting the project for consideration should be included. The transmittal letter should be signed by the individual respondent or authorized representative of the proposing organization.

3. **TABLE OF CONTENTS**

A table of contents listing the major sections, subsections and appendices of the proposal must be included.

4. **PROPOSAL NARRATIVE**

This section should contain at the minimum, all information requested in Part III - Instructions to offerors, Section K. Proposal Requirements.

5. **PROPOSAL SIGNATURE APPROVAL SECTION O**

This section must be signed by vendor’s authorized individual.

**O. PROPOSAL SIGNATURE APPROVAL**

Company Name: _______________________________________________________________

Address: ____________________________________________________________________

City/State/Zip: __________________________________________________________________

Telephone: ___________________________ FAX #: _____________________________

Email address: __________________________________________________________________

Federal Tax ID (or Social Security #): ____________________________________________

Print Name: _____________________________ Title: ________________________________

Signature: _____________________________ Date: ________________________________

**This form must be signed. All signatures must be original and not photocopies.** Signature signifies the proposal and the price(s) contained therein shall remain firm for a period of one hundred twenty (120) days.
PART VI – IHL STANDARD SERVICES CONTRACT

FIRM: __________________________    Phone Number: ___________________
Address: ________________________________
City: __________________ State: ____________ Zip Code: ______________________

Are you currently receiving a benefit from the Public Employees' Retirement System of Mississippi? Yes [ ] No [ ]
If the answer is yes, individual must contact the Office of Human Resources (601.432.6134) to discuss eligibility of retirees
to earn compensation from the IHL Executive Office prior to completing this form.

U.S. Citizen:   Yes [ ] No [ ] If no, Country of Citizenship: __________ and Residence: ______
If no, are you a non-resident alien? [ ] Visa Type: ______ Resident Alien: ______
Incorporated:  Yes [ ] No [ ] Small Business, Minority, Woman-Owned? (Circle all applicable)

U.S. Social Security Number or U.S. Federal Tax Identification Number: ______________________

STATEMENT OF WORK:
IHL has determined that these services are essential and could not satisfactorily be performed by
IHL Executive Office employees. Therefore, the FIRM noted above will perform the services
and/or tasks as follows: ________________________________________________________________

FIRM shall provide the following: _______________________________________________________

(Please reference attachment if additional space required. Any attachment is incorporated into this contract.)
Contract Begin Date: _____________    Contract Completion Date: ________________

CONSIDERATION AND COMPENSATION:
Account to be Charged: Not to exceed $________
Rate of Pay: (indicate hourly, daily, scheduled deliverables/tasks, total project, etc.) $________
(If charged to a Corporation for National and Community Service Grant, consultant daily rate cannot exceed $540.)
Payment Terms:
Services shall not exceed: $________ Expenses shall not exceed: $________
Nature of Expenses: ________________________________________________________________

Signed original invoices referencing the IHL contract number should be submitted to the following
address: Mississippi Board of Trustees State Institutions of Higher Learning
Attention: IHL contact will be designated upon execution of contract.
3825 Ridgewood Road
Jackson, MS 39211-6453

IHL EXECUTIVE OFFICE CONTACT:
Name: _____________________________    Phone Number: ________________________
FIRM Certification: I understand I must submit a signed W-9 Form (available at the following link:
hhttp://www.mississippi.edu/finance/downloads/fw9.pdf). I agree to the terms noted above and to the general
terms and conditions referenced in Appendix A. I am an independent Contractor for the IHL;
therefore, the IHL is not liable for Social Security Contributions pursuant to Section 418, 42 U.S.
Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total
payments exceed $600.

Signature of FIRM: _____________________________ Date: ________________
The Mississippi Board of Trustees Institutions of Higher Learning acceptance of contract:
___________________________ Date: ______________________
Commissioner (or approved designee)
1. **INDEPENDENT CONTRACTOR:** The FIRM will act as an independent contractor under this contract, and neither the FIRM nor any employee or agent of the FIRM is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the FIRM, 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 the IHL Executive Office and the FIRM. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the IHL Executive Office or the FIRM hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the FIRM. FIRM’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. IHL Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the FIRM, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the FIRM any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the FIRM. Further, the IHL Executive Office shall not provide to the FIRM any insurance coverage or other benefits, including Workers’ Compensation, normally provided by the State for its employees.

The FIRM will provide the services and achieve the results specified by the IHL, free from the direction or control of the IHL as to means and methods of performance.

2. **INSURANCE.** The FIRM, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Worker’s Compensation insurance and Commercial Auto Liability Insurance. The FIRM must provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS, 39211. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and the amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning as an additional insured. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance.

3. **NONRESIDENT ALIEN.** If the FIRM is a nonresident alien performing services in the United States or its territories, the FIRM agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the IHL prior to payment by the IHL.

4. **AUTHORITY TO CONTRACT.** The FIRM warrants (a) is authorized to enter into this agreement; (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 agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. ACCESS TO RECORDS. The FIRM shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of whatever nature claimed to have been incurred in the performance of the Contract. The IHL, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the FIRM which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the FIRM for five (5) years from the date of the completion of work, however, if any litigation or other legal action, by or on behalf of the State of Mississippi has begun that is not completed at the end of the five (5) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the five (5) year period, the records shall be retained until resolution. FIRM is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the IHL.

6. OWNERSHIP OF WORK PRODUCTS. The working papers prepared in conjunction with the services under this contract constitute confidential information and will be retained by the FIRM in accordance with its policies and procedures. The FIRM will provide the IHL Board and the Mississippi Office of the State Auditor the right of access to the work papers as necessary.

FIRM’s working papers will also be made available upon request to the cognizant agency or oversight agency for audit or its designee, a Federal agency providing direct or indirect funding, or the Government Accountability Office (GAO) at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities.

The FIRM is prohibited from use of the above described information and/or materials without the express written approval of the IHL Board. Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or end-product arising as a direct result of the performance of this Contract shall be the sole property of the IHL.

7. TERMINATION. This contract may be terminated as follows:

a. Termination Upon Bankruptcy:
   This contract may be terminated in whole or in part by the IHL Board upon written notice to the FIRM, if the FIRM should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the FIRM of an assignment for the benefit of its creditors. In the event of such
termination, the FIRM shall be paid an amount for all services actually performed pursuant to this contract, but in no case shall said compensation exceed the total contract price; or

b. Termination for Convenience:
The IHL Board with the prior written consent of the Office of the State Auditor may terminate this contract with or without cause, by providing a fifteen (15) day written notice of termination to the FIRM;

c. Termination for Cause:
If, through any cause, the FIRM shall fail to fulfill in a timely and proper manner, as determined by the IHL Board, its obligations under this contract, or if the FIRM shall violate any of the terms or conditions of this contract, and that breach continues for ten (10) days after the FIRM receives written notice from the IHL Board, then the IHL Board with the prior written consent of the Office of the State Auditor shall thereupon have the right to terminate this contract. In the event of termination for cause by the IHL Board, in addition to other remedies provided herein or available at law or in equity, the FIRM shall bear all cost associated with the issuance of a new contract for attestation services, including, but not limited to, the costs of reissuing another request for proposals and additional costs resulting from an acceleration of services necessary for the timely completion of such attestation services.

In the event of termination, the FIRM will be entitled to payment for services in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the FIRM covered by the contract, less payments previously made. In no instance will a payment be made in excess of the contract amount. In addition, all finished or unfinished tests, surveys, checklists, forms, manuals, reports or other material prepared by the FIRM under this contract shall become the property of the IHL Board.

Notwithstanding the above, the FIRM shall not be relieved of liability to the IHL Board for damages sustained by the IHL Board by virtue of any breach of this contract by the FIRM, and the IHL Board may withhold any payments to the FIRM for the purpose of set off until such time as the exact amount of damages due the IHL Board from the FIRM are determined. The IHL Board may also pursue any remedy available to it in law or in equity.

8. IHL EXECUTIVE OFFICE EMPLOYEES. The FIRM will not hire any employee of the IHL Executive Office to perform any services covered by this agreement without prior written approval from IHL Executive Office Human Resources Department.

9. CONFIDENTIAL INFORMATION. In connection with the contract hereunder, the IHL and the FIRM shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in
confidence from a third party or which is developed for a third party under conditions giving rise to an obligation or confidentiality. Employees of the IHL Executive Office performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. The IHL shall have the appropriate individuals execute said agreements and provide copies to the FIRM. The FIRM shall have the appropriate individuals execute said agreements and provide copies to the IHL.

Notwithstanding any provision to the contrary contained herein, it is recognized that the IHL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the IHL pursuant to this agreement, the IHL shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.

10. ACKNOWLEDGEMENT OF SPONSORSHIP. The FIRM agrees that, in any publication, acknowledgement shall be made of sponsorship by the IHL and/or other sponsor by use of the following statement “This work was performed under the sponsorship of the Mississippi Board of Trustees State Institutions of Higher Learning. This work does not necessarily represent the views of the IHL or the sponsoring agency.” If the publication is copyrighted, the statement “Reproduction of this article, with the customary credit to the source, is permitted,” shall be added. With the exception of acknowledging sponsorship of research, the name of the IHL may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the IHL.

11. APPLICABLE LAW. The contract shall be governed by and construed in accordance with the laws, regulations, and procedures of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The FIRM shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against IHL, the FIRM agrees that the individual signing this agreement on behalf of IHL is not personally responsible or liable for any of the obligations and duties contained herein.

12. COMPLIANCE WITH LAWS. FIRM understands that the [State] 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 FIRM agrees during the term of the agreement that FIRM will strictly adhere to this policy in its employment practices and provision of services. FIRM shall comply with, and all activities under this
agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

13. INDEMNIFICATION. To the fullest extent allowed by law, the FIRM shall indemnify, defend, save and hold harmless, protect, and exonerate IHL, its Commissioner, 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, attorney’s fees, arising out of or caused by the FIRM and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In IHL’s sole discretion, the FIRM may be allowed to control the defense of any such claim, suit, etc. In the event the FIRM defends said claim, suit, etc., the FIRM shall use legal counsel acceptable to IHL; the FIRM shall be solely responsible for all costs and/or expenses associated with such defense, and IHL shall be entitled to participate in said defense. The FIRM shall not settle any claim, suit, etc., without IHL’s concurrence, which IHL shall not unreasonably withhold.

14. CONFLICT OF INTEREST. The FIRM affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between FIRM’s family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the IHL regarding possible conflict of interest that may arise as a result of such change. In the event that an organizational conflict of interest should arise concerning this procurement, the IHL Board shall have the authority and responsibility to make the affirmative determination as to whether: (1) there would exist a conflict as a result of an award or (2) that such conflict would be avoided after appropriate conditions are included in the award instrument. In the event that the IHL Board determines that a conflict of interest exists and that such conflict cannot be avoided by including appropriate conditions in the award instrument, the IHL Board may nevertheless authorize the award, if a determination is made that it is in their best interest to make such award, and the award instrument includes appropriate conditions in such contract agreement, or arrangements to mitigate such conflict.

15. AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL. It is expressly understood and agreed that the obligation of IHL to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided or if funds are not otherwise available to IHL, IHL shall have the right upon ten (10) working days written notice to the FIRM, to terminate this Agreement without damage, penalty cost, or expense to IHL of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. The FIRM shall be entitled to payment for services in the amount determined under paragraph 14(e) or the amount of available funds, whichever is less.
16. SEVERABILITY. If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.

17. TOTAL AGREEMENT. This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.

18. CONTRACT CHANGES. The IHL and the Mississippi Office of the State Auditor may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the FIRM’s cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the IHL shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The FIRM must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the FIRM received the IHL’s notification of change, unless the IHL grants additional time before the date of final payment. No services for which the FIRM will charge any additional compensation shall be furnished without the prior written authorization of the IHL.

19. ASSIGNMENT/TRANSFER/SUBCONTRACTING. The FIRM shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the FIRM under this Contract, without prior written consent of the IHL and the Office of the State Auditor.

20. THIRD PARTY ACTION NOTIFICATION. The FIRM shall give the IHL prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the FIRM by any entity that may result in litigation related in any way to this contract.

21. EMPLOYMENT VERIFICATION. FIRM represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. FIRM agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. FIRM further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. FIRM understands and agrees that any breach of these warranties may subject FIRM to the following: (a) termination of this Agreement.
and ineligibility for any state or public contract in Mississippi for up to three (3) years, with
notice of such cancellation/termination being made public, or (b) the loss of any license,
permit, certification or other document granted to FIRM by an agency, department or
governmental entity for the right to do business in Mississippi for up to one (1) year, or (c)
both. In the event of such termination/cancellation, FIRM would also be liable for any
additional costs incurred by the State due to contract cancellation or loss of license or
permit.

22. WAIVER. Failure of either party hereto to insist upon strict compliance with any of the
terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of
any similar right or power hereunder at any subsequent time or of any other provision
hereof, nor shall it be construed to be a modification of the terms of this contract.

23. DEBARMENT SUSPENSION. The FIRM certifies, by the initials of the primary
signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible
for participation in Federal Assistance Programs under Executive Order 12549, Debarment
and Suspension, codified at 29 CFR Part 98, and that it will not subgrant with individuals
or organizations which are debarred, suspended, or otherwise excluded from or ineligible
for participation in Federal Assistance Programs

____________________ Initials of Primary Signatory __________ Date

24. NOTICE. Any notice required or permitted to be given under this contract shall be in
writing and sent by certified United States mail, postage prepaid, return receipt requested,
to IHL by writing the Mississippi Institutions of Higher Learning, Attention: Office of
Contracts and Grants Compliance, 3825 Ridgewood Road, Suite 417, Jackson, MS 39211
or to the FIRM by writing

________________________________________________________________________
________________________________________________________________________

FIRM

By: ____________________________  By: ____________________________
Name: __________________________
Title: __________________________
Company: ______________________
Date: __________________________

Institutions of Higher Learning

By: ____________________________  By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________