

Mississippi Institutions of Higher Learning Request for Proposal – System Audit Services –

For fiscal years ending (4 years):

- June 30, 2024,
- June 30, 2025,
- June 30, 2026,
- June 30, 2027

REQUEST FOR PROPOSAL: Auditing Services for Annual Reporting

Issue Date: November 1, 2023
Project No.: 2023:1101 SYSTEM AUDIT SERVICES
Proposal Due: December 11, 2023, 2:00 PM
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 all procedures necessary to issue an Independent Auditor's Report on the Financial Statements, an Independent Auditor's Report on Compliance and Internal Controls Based on an Audit of Financial Statements performed in accordance with *Government Auditing Standards*, an Independent Auditor's report on Compliance with Requirements Applicable to Each Major Program and on Internal Control Over Compliance in Accordance with *2 CFR PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS*, and a Report on the Schedule of Expenditures of Federal Awards as required by *2 CFR 200* for the four (4) annual, independent fiscal years ending June 30, 2024, 2025, 2026 and 2027.

Agreements entered into will be between the IHL System, the FIRM, and the Mississippi Office of the State Auditor (OSA).

Proposals are due and will be opened at 2:00 PM CT on Monday, December 11, 2023 at 3825 Ridgewood Road, 4th floor, conference room, Jackson, Mississippi 39211. Names of respondents will be read aloud. No other information will be discussed at that time. No activity on the part of the respondents at the proposal opening, other than attendance and note taking, is permitted. Any attempt to qualify or change any proposal by any respondent in attendance may result in the rejection of the proposal.

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 11, 2023.

E-Mail to:
pcumberland@mississippi.edu
Fax to:
601-432-6315
Attention: Phil Cumberland

Deliver to:
Board of Trustees of State Institutions of Higher Learning
Attention: Procurement Department
3828 Ridgewood Road Suite 412
Jackson, MS 39211

TABLE OF CONTENTS

COVER SHEET

PURPOSE

TABLE OF CONTENTS

GENERAL INFORMATION

PART I - GENERAL TERMS AND CONDITIONS

- A. Explanation of Terms and Conditions
- B. Contract Type and Price
- C. Proposal Submission Instructions
- D. Solicitation Schedule
- E. Proposal Preparation Expenses
- F. Withdrawal of Proposals
- G. Proposal Modifications
- H. Equal Opportunity
- I. Amendments to Proposal Specifications
- J. Questions Concerning Proposals

PART II - WORK STATEMENT

PART III - INSTRUCTIONS TO OFFERORS

- K. Proposal Requirements
- L. Period of Contract
- M. Payments
- N. Key Personnel
- O. Proposal Signature Approval Section

PART IV - PROJECT NEGOTIATIONS AND AWARD OF CONTRACT

PART V - PROPOSAL FORM

PART VI – IHL SERVICES CONTRACT

PURPOSE

The purpose of the Request for Proposal is to obtain written proposals for the annual audits of fiscal years ending June 30, 2024, 2025, 2026 and 2027 for the IHL System financial statements and underlying records in accordance with government auditing standards generally accepted in the United States of America, and an audit of the applicable federal programs in accordance with 2 *CFR* 200. The full financial statements for these accounts are scheduled to be available for testing on, or about September 1st (two months after the close of the reporting period). There are **three required deliverables** regarding these audit services, each with different due dates as discussed in **Attachment A – Audit Services Schedule**. Please refer to **Attachment A – Audit Services Schedule** for more detailed information regarding these items. For the purpose of the contractor “deliverables” of this RFP shall be based upon the IHL System as a whole. In addition, please respond with the assumption that the various deliverable due dates for the first annual audit period (June 30, 2024) will repeat themselves for the succeeding three annual audit periods.

A consolidated IHL System financial statement presentation will also be required. See the IHL System June 30, 2022 audit report (link below) for the required presentation format.

http://www.mississippi.edu/finance/downloads/fiscal_year_2022_ihl_system_audit_report.pdf

The three deliverables include:

1. **Independent Auditor’s Report and information necessary for inclusion in the fiscal years ending June 30th “State of Mississippi Annual Comprehensive Financial Report (ACFR)”**

The IHL System is included in the State of Mississippi ACFR as a major component unit. A draft of the IHL System information necessary for presentation in the ACFR will be due to the Mississippi Department of Finance and Administration on, or about November 5th each year. The audit FIRM will be required to issue an opinion on the IHL System’s “Statements of Net Position” and on the “Statements of Revenues, Expenses and Changes in Net Position” and related note disclosures as presented in the State of Mississippi’s ACFR (*see note below for additional information*). This report must be dated prior to the issuance of the State of Mississippi ACFR. It should be expected that the finalized Mississippi ACFR will be issued by the State on or around December 15th of each year.

A copy of the State of Mississippi ACFR for Fiscal Year 2022 can be found on the internet at the following address:

<https://www.dfa.ms.gov/sites/default/files/Financial%20Reporting%20Home/Publications/ACFR/FY22%20ACFR.pdf>

The component unit statements referred to above can be found on numbered pages 50 through 52 of this report. The accompanying notes are on the pages immediately following.

(Note: Appendix “A” to this document provides an example of the required information that will need to be prepared for inclusion in the annual ACFR. An independent audit opinion upon this information must also be issued.)

2. Independent Auditor’s Report on the Financial Statements of the State of Mississippi IHL System for the fiscal years ending June 30th and an Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

This report must be dated prior to the issuance of the State of Mississippi ACFR (see deliverable #1). The ACFR is typically issued on or around December 15th each year. An approximate due date no later than December 15th for the issuance of the IHL System Financial Audit each year ending should be anticipated. However, coordination with the Mississippi Department of Finance and Administration will be necessary to ensure that the Independent Auditor’s Report for the IHL System Audit precedes the State’s ACFR Audit Opinion date. A copy of the IHL System’s annual financial audit with required State ACFR components can be downloaded from the IHL website at the following link:

<http://www.mississippi.edu/finance/downloads/fy2022-audit-ACFR.pdf>

3. Independent Auditor’s Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

This report is necessary to satisfy the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). This work must be completed and report issued on or around March 15th each year (8 ½ months after the reporting period end). In addition, the audit firm must work with the IHL Board Office staff to ensure that the Data Collection Form required for submission to the Federal Audit Clearinghouse of the Office of Management and Budget is completed and submitted prior to the March 31st federal deadline for such submission.

The most current “Schedule of Expenditures of Federal Awards” for the Year Ended June 30, 2022, referred to in the deliverable document reference above can be seen beginning on page 122 of the linked document below.

http://www.mississippi.edu/finance/downloads/fiscal_year_2022_ihl_system_audit_report.pdf

Information Audited by Other Auditors – Not Included in this RFP

Discretely Presented Component Units of the IHL System have separate stand-alone audits performed by other CPA firms and are not included in this RFP. GASB standards require these entities be presented as discretely presented component units of the IHL System. Such entities include:

- Mississippi State University Foundation, Inc;
- The University of Mississippi Foundation; and
- The University of Southern Mississippi Foundation
- Health Mississippi Collaborative

The Educational Building Corporations (EBC) are deemed to be material component units of the IHL System, in accordance with GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*, and are presented on a blended basis due to the significance of their activities to respective member universities' operations. There are eight (8) Educational Building Corporations.

Other financial statements audited by other auditors include:

- The State Institutions of Higher Learning Self-Insured Workers' Compensation Fund; and
- The State Institutions of Higher Learning Tort Liability Fund.

The Board of Trustees may also request agreed upon procedures during the course of the engagement to address areas not material to the IHL system as a whole.

GENERAL INFORMATION

The Mississippi Board of Trustees of State Institutions of Higher Learning (IHL System) governs the public universities in Mississippi. 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
- IHL Executive Office
- University Press of Mississippi
- Mississippi Commission for Volunteer Service—MCVS is not governed by or a part of the IHL System; MCVS is a separate state agency with its own governance. IHL is only charged statutorily with making its legislative appropriation requests.

The Southern Association of Colleges and Schools 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 for a term of four (4) years that contains the provisions set out within Part VI.
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 contractor, IHL reserves the right to purchase any or all items and/or services in default in open market, charging contractor 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 be awarded to 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. 97-11-53

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 contract may be renewed at the discretion of IHL upon written notice to contractor at least (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed four (4).
12. 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.
13. 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 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.
14. 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. In showing your calculations for the bid scenario, please present the amounts proposed for the four fiscal years separately.

C. PROPOSAL SUBMISSION INSTRUCTIONS

1. Proposals must be received, in writing, 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 and returned unopened.
2. Vendors must submit an original, marked as such, and five (5) copies of all materials required for acceptance of their proposal by the proposal due date.

3. To prevent opening of proposals by unauthorized individuals, all copies of the proposals that are delivered must be sealed in a package clearly marked **DO NOT OPEN** with RFP number and project information as on Cover Sheet.
4. Proposals or alterations by phone will not be accepted.
5. Legibility, clarity and completeness of proposal are important and essential.
6. 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.
7. 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

Date of Issuance	Thursday, November 1, 2023
Questions from Respondents Due	Monday, November 27, 2023, at 2:00 PM
Answers to Respondents Questions Due	Monday, December 4, 2023, By Close of Business
Proposals Due	Monday, December 11, 2023, no later than 2:00 PM
Notice of Award (Estimated)	Wednesday, January 31, 2024
Contract Start Date (Estimated)	Friday, March 1, 2024

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

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 <mailto:rhaycraft@sos.ms.gov> no later than the date listed in the Solicitation Schedule in Section D.
2. The IHL shall provide written responses 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 - WORK STATEMENT

The work for this RFP includes performing all procedures necessary to issue an Independent Auditor's Report on the Financial Statements; an Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and an Independent Auditor's Report on Compliance for Each Major Federal Program, Report on Internal Control Over Compliance, and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance for the fiscal years ending June 30, 2024, 2025, 2026 and 2027 of the IHL System.

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

1. The standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards 2011 Revision* which includes generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA).
2. Statements of financial accounting standards as prescribed by the Governmental Accounting Standards Board (GASB).
3. Specific grant compliance matters in the U.S. Office of Management and Budget (OMB) 2 CFR 200, and other related OMB circulars.
4. Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) 2 CFR 200, Audits of States, Local Governments, and Non-Profit Organizations.
5. Compliance with applicable state laws.
6. Special items or reports as set forth in the attached Audit Services Schedule.

The audit FIRM will conduct the audit in accordance with auditing standards specified herein. Accordingly, the audit FIRM will audit, on a test basis, evidence supporting the amounts and disclosures in the financial statements to assess the accounting principles used and significant estimates made by management and evaluate the overall financial presentation.

As a part of the services, the FIRM will audit IHL System compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the IHL System's major federal programs.

The audit FIRM will also consider the IHL System's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the appropriate auditing procedures for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance.

Management at the various universities are responsible for making available to the audit FIRM, upon request, all original accounting records and related information, and personnel to whom the FIRM's audit staff may direct inquiries. As required by applicable auditing standards, the audit FIRM will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of the internal controls. Generally accepted auditing standards also require that the audit FIRM obtain representation letters covering the financial statements from certain members of management. The results of the audit procedures, the responses to the audit FIRM's inquiries, and the written representations comprise the evidential matter the audit FIRM will rely upon in forming its opinion on the financial statements of the IHL System as a whole.

The audit FIRM acknowledges that the IHL Board and the Mississippi Office of the State Auditor (OSA) are relying on the timely completion of this contract in its scheduling and budgeting and that time is of the essence. If the audit 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 IHL Board and the OSA are empowered to accept or reject the services furnished by the audit FIRM in compliance with the provisions of this RFP and the attached Audit Services Schedule. However, any rejection of services must be based solely on the audit FIRM's failure to comply with the terms of this RFP and cannot be based on the nature of the audit FIRM's opinion on the financial status of IHL System in its audit reports.

The audit FIRM shall have a certified public accountant (CPA) as the certifying official of the Independent Auditor's reports.

PART III - INSTRUCTIONS TO OFFERORS

K. PROPOSAL REQUIREMENTS

The audit FIRM's proposal shall include the following:

1. A description of the audit FIRM's qualifications for performing professional auditing services. Experience and expertise of all key personnel who will be working on the engagement should be presented. In the event the audit FIRM proposes to subcontract with another CPA firm to perform a portion of the audit 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 audit staff on site at each institution must have prior relevant experience in the performance of attestation services for governmental or 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 audit FIRM has been performing such services. A listing of current and previous Mississippi governmental services, healthcare organizations and experience with Mississippi supplemental payment programs performed should be included in the proposal. If the audit FIRM has had previous specific audit or audit-related experience in the higher education 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 audit FIRM.
 3. The audit FIRM's tax I.D. number.
 4. An affirmative statement that the audit 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 audit 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 audit FIRM.
 6. A Schedule of Professional Fees and Expenses.
 7. Whether the audit FIRM is a Mississippi firm and whether the audit 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.

L. PERIOD OF CONTRACT

The contract to be negotiated shall expire one hundred twenty (120) days after the final delivery of the items listed in **Attachment A, Audit Services Schedule** of this document.

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 audit 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. Audit 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 auditing 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 audit 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 audit 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 audit 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 audit 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; and
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. Respondents 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

Contractor: _____ 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 Contractor noted above will perform the services and/or tasks as follows: _____

Contractor 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: _____

Contractor Certification: I understand I must submit a signed W-9 Form (available at the following link: <http://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 Contractor: _____ Date: _____

The Mississippi Board of Trustees Institutions of Higher Learning acceptance of contract:

_____ Date: _____

Commissioner (or approved designee)

- 1. INDEPENDENT CONTRACTOR:** The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the IHL Executive Office. Nothing contained herein shall be deemed or construed by the IHL Executive Office, the 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 the IHL Executive Office and the Contractor. 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 Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the IHL Executive Office and the Contractor. Contractor'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 Contractor, its servants, agents, or employees. The IHL Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the IHL Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

The Contractor 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 Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Worker's Compensation insurance and Commercial Auto Liability Insurance. The Contractor 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 Contractor is a nonresident alien performing services in the United States or its territories, the Contractor 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 CONTRACTOR 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 audit FIRM in accordance with its policies and procedures. The audit FIRM will provide the IHL Board and the Mississippi Office of the State Auditor the right of access to the work papers as necessary.

Audit 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 audit 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 audit 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 audit 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 audit FIRM;

c. Termination for Cause:

If, through any cause, the audit 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 audit FIRM shall bear all cost associated with the issuance of a new contract for audit 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 auditing services.

In the event of termination, the audit 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 audit FIRM under this contract shall become the property of the IHL Board.

Notwithstanding the above, the audit 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 Contractor 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 Contractor 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 Contractor. The Contractor 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.

The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

- 10. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Contractor 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 CONTRACTOR 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 CONTRACTOR 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.** Contractor 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

13. INDEMNIFICATION. To the fullest extent allowed by law, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR may be allowed to control the defense of any such claim, suit, etc. In the event the CONTRACTOR defends said claim, suit, etc., the CONTRACTOR shall use legal counsel acceptable to IHL; the CONTRACTOR 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 CONTRACTOR shall not settle any claim, suit, etc., without IHL's concurrence, which IHL shall not unreasonably withhold.

14. CONFLICT OF INTEREST. The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor'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 CONTRACTOR, 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 CONTRACTOR shall be entitled to payment for services in the amount determined under paragraph 14(c) 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. This Contract hereto shall consist of, and precedence is hereby established by the order of the following:

- a. This Agreement signed by the parties hereto;
- b. Any exhibits attached to this Contract;
- c. RFP No. and written addenda, and
- d. CONTRACTOR'S Proposal, as accepted by the State, in response to the RFP.

The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Licensor's Proposal").

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 CONTRACTOR'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 CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the CONTRACTOR received the IHL's notification of change, unless the IHL grants additional time before the date of final payment. No services for which the CONTRACTOR will charge any additional compensation shall be furnished without the prior written authorization of the IHL.

- 19. ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without prior written consent of the IHL and the Office of the State Auditor.
- 20. THIRD PARTY ACTION NOTIFICATION.** The CONTRACTOR shall give the IHL 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.
- 21. EMPLOYMENT VERIFICATION.** CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
- 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 Contractor 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. 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 or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee 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 this Agreement.

- 25. 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 CONTRACTOR by writing _____
-

Contractor

By: _____
Name: _____
Title: _____
Company: _____
Date: _____

Institutions of Higher Learning

By: _____
Name: Dr. Alfred Rankins
Title: Commissioner of Higher
Education
Date: _____

Office of the State Auditor

By: _____
Name: Patrick Dendy, CPA
Interim Director, Financial
Title: and Compliance Audit
Division
Date: _____

Mississippi Office of the State Auditor
801 Woolfolk Building
501 North West St.
Jackson, MS 39201

ATTACHMENT A - AUDIT SERVICES SCHEDULE

The following audit work must be performed and applicable reports issued by the audit FIRM within the time frame listed below after a contract has been awarded:

1. Independent Auditor's Report and information necessary for inclusion in the fiscal years ending June 30th "State of Mississippi Annual Comprehensive Financial Report (ACFR)"

The IHL System is included in the State of Mississippi ACFR as a major component unit. Because the IHL System is treated as a component unit for financial reporting purposes, a consolidated single column presentation of the IHL System's financial operations is included in the State of Mississippi ACFR. Included with this presentation are audited amounts from discretely presented and materially blended component units of the IHL System. At this time, discretely presented component units include the main development foundations for Mississippi State University, the University of Mississippi and the University of Southern Mississippi, and Healthy Mississippi Collaborative. These three organizations will be separately audited by other CPA firms under different contracts.

The audit FIRM for this contractual agreement will be required to issue an opinion on the IHL System's "Statements of Net Position" and on the "Statements of Revenues, Expenses and Changes in Net Position" and related note disclosures as presented in the Mississippi ACFR. A draft of the information necessary for the ACFR will be due to the Mississippi Department of Finance and Administration on, or about November 5th each year. A finalized report and associated audit opinion must be dated prior to the issuance of the Mississippi ACFR, which is expected to be finalized on or around December 15th each year.

2. Independent Auditor's Report on the Financial Statements of the State of Mississippi IHL System for the fiscal years ending June 30th and an Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

Perform the audit services necessary to issue an Independent Auditor's Report on the Financial Statements in accordance with applicable guidelines and regulations as listed in *Part II – Work Statement* of this document for the fiscal years ending June 30th. These reports must be dated prior to the issuance of the State of Mississippi ACFR (see deliverable #1). The ACFR is typically issued on or around December 15th each year. Therefore, an approximate date of December 15th for the issuance of the IHL System financial audits each year ending should be anticipated. However, coordination with the Mississippi Department of Finance and Administration will be necessary to ensure that the date of the Independent Auditor's Report for the IHL System Audit precedes the State ACFR audit opinion date.

3. Independent Auditor's Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Perform the audit services necessary and in accordance with applicable guidelines and regulations as listed in *Part II – Work Statement* of this document for the fiscal year financial statements of the IHL System in order to issue:

- a. Independent Auditor's Report on Compliance for each Major Federal Program;
- b. Independent Auditor's Report on Internal Control Over Compliance; and
- c. Independent Auditor's Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance.

These are the reports necessary to satisfy the requirements of the Single Audit Act Amendments of 1996 in accordance with OMB 2 *CFR Part 200*. This work will need to be completed and report issued on or around March 15th each year (8 ½ months after the reporting period end). In addition, the audit FIRM must work with the IHL Board Office staff to ensure that the Data Collection Form required for submission to the Federal Audit Clearinghouse of the Office of Management and Budget is completed and submitted prior to the March 31st federal deadline for such submission.

The only portions of the three deliverables noted above that are separately contracted to other CPA firms and are not included in this RFP are as follows:

- Mississippi State University Foundation, Inc. (*discretely presented component unit*)
- The University of Mississippi Foundation (*discretely presented component unit*)
- The University of Southern Mississippi Foundation (*discretely presented component unit*)
- The State Institutions of Higher Learning Tort Liability Fund
- The State Institutions of Higher Learning Self-Insured Workers' Compensation Fund
- Health MS Collaborative