



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION

LIZ WELCH
EXECUTIVE DIRECTOR

REQUEST FOR APPLICATIONS
#3150005598
Executive Consultant

The Department of Finance and Administration (hereinafter referred to as the "DFA"), Office of Procurement and Contracts, issued a Request for Applications (RFA) for the purpose of securing a qualified Contract Worker to provide consulting services to the DFA on public policy, legislation, and other executive matters (see Scope of Services).

A complete copy of the procurement and the required application is available under RFIN **3150005598** on the Bid / RFP Notice section at <https://www.dfa.ms.gov/bids-and-rfps-notice> or the Buying and Selling to Government in Mississippi website at https://www.ms.gov/dfa/contract_bid_search using RFIN #3150005598.

Scope of Services:

- Assist the DFA leadership in the improvement of core business processes at the Agency through the evaluation of performance, management, and structural components of the DFA;
- Monitor state and federal legislation and advise on its possible effect on the DFA;
- Advise, interpret, and draft public policies and procedures; and,
- Assist the DFA Leadership with other special projects as assigned.

To be considered, applicants must meet the following minimum qualifications. Applicants that do not meet the minimum qualifications will be removed from consideration.

Minimum Qualifications:

- 10 years' experience in state government; and,
- Understanding of and experience with the DFA operations.

Preferred Qualifications/Experience (the following are desired and may be given additional consideration, but are not required):

- 10+ years' experience as a member of a state agency executive leadership team; and,
- Experience interpreting and drafting policies and procedures for state agencies.

Term and Rate of Awarded Contract:

The term of the contract shall be one (1) year from July 1, 2024 through June 30, 2025, with four (4) optional one-year renewals. The rate of pay shall be eighty-one dollars and seventy-three cents (\$81.73) per hour (not including travel) and not exceed 1,040 hours per year. This rate is non-negotiable.

Submission Requirements and Deadline Information:

Applicants must submit the following documents:

- *Cover Sheet (Attachment A);*
- *Three (3) references (Attachment B);*
- *Cover letter;*
- *Professional résumé*

All documents shall be submitted no later than:

Tuesday, April 16, 2024, at 2:00 PM Central Standard Time (CST)

Documents may be submitted by mail in a sealed envelope or electronically:

1. Mailing them in a sealed envelope to:
MS Dept. of Finance & Administration
Office of Procurement & Contracts
P.O. Box 267
Jackson, Mississippi 39205
[RFA #3150005598 MUST BE CLEARLY MARKED ON THE ENVELOPE]
2. Submitting it electronically in the Mississippi Accountability System for Government Information and Collaboration (MAGIC). MAGIC assistance is available at 601-359-1343.

It is the responsibility of each applicant to ensure that their application is received by the submission deadline. Applications submitted after the deadline will not be accepted and/or considered.

Type of Contract to be Awarded:

If awarded, the Contract Worker will be required to enter into a *Contract Worker* contract with the Mississippi Department of Finance & Administration.

Protest Procedures:

There are no protest procedures for this procurement.

Post-Award Applicant Debriefing Procedures:

There are no debriefing procedures for this procurement.

Insurance and Bond Requirements:

There are no insurance or bond requirements for this procurement.

Pre-Bid Conferences:

There will be no pre-bid conference for this procurement.

Questions and Answers:

There will be no question-and-answer period for this procurement.

Letters of Intent:

Letters of intent are not required.

Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contract Worker shall comply with applicable federal, state, and local laws and regulations.

Approval:

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

Availability of Funds:

It is expressly understood and agreed that the obligation of the DFA to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the DFA, the DFA shall have the right upon ten (10) working days written notice to Contract Worker, to terminate this agreement without damage, penalty, cost or expenses to the DFA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

Compliance with Laws:

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

Procurement Regulations:

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

Trade Secrets, Commercial and Financial Information:

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

Stop Work Order:

(1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contract Worker at any time, and without notice to any surety, require Contract Worker to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contract Worker, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contract Worker shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

(a) cancel the stop work order; or, (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contract Worker shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contract Worker price, or both, and the contract shall be modified in writing accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contract Worker's cost properly allocable to, the performance of any part of this contract; and, (b) Contract Worker asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

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

E-Payment:

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

Transparency:

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

Acknowledgement of Amendments:

Applicants shall acknowledge receipt of any amendment to the procurement by signing and returning the Amendment with the bid, by identifying the Amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the DFA by the time and at the place specified for receipt of bids. It is the applicant's responsibility to monitor the Active Procurement section at <https://www.dfa.ms.gov/bids-and-rfps-notice> or the Buying and Selling to Government in MS website at [https://www.ms.gov/dfa/contract bid search](https://www.ms.gov/dfa/contract_bid_search) using RFIN #3150005598 to check for any issued Amendments.

**COVER SHEET
RFIN #3150005598
ATTACHMENT A**

INSTRUCTIONS: Complete cover sheet (Attachment A) and sign in each section; complete References (Attachment B); and submit along with cover letter, professional *résumé*, and three (3) references per RFA submission requirements.

Personal Information					
First Name:					
Last Name:					
Street Address:					
City:		State:		Zip:	
Email Address:					
Phone Number:					

Applicants must sign and date below to indicate that they have read and agree to the items listed in RFA #3150005443.

_____ Date
Signature of Applicant

Applicant must sign and check the appropriate options in each section below:

Representation Regarding Contingent Fees:	
Contract Worker represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contract Worker's bid or proposal.	
Applicant must check one of the following:	
_____ Applicant has not retained a person.	
_____ Applicant has retained a person.	

Print Name	
_____	_____
Signature of Applicant	Date

Representation Regarding Gratuities:

The bidder, offeror, or Contract Worker represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

Applicant must check one of the following:

Applicant has not violated.

Applicant has violated.

Print Name

Signature of Applicant

Date

ATTACHMENT B
REFERENCES FOR RFA #3150005598

Applicant Name: _____

REFERENCE 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

REFERENCE 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

Cell Number: _____

E-mail: _____

Alternative Contact Person (optional): _____

Telephone Number: _____

Cell Number: _____

E-mail: _____