

**Mississippi State University  
Request for Proposals (RFP) 22-103  
Contract Lifecycle Management System**

ISSUE DATE: June 30, 2022

ISSUING AGENCY: Office of Procurement and Contracts

Mississippi State University  
610 McArthur Hall  
245 Barr Avenue  
Mississippi State, MS 39762

Sealed Proposals, subject to the conditions made a part hereof, will be received **August 9, 2022, at 2:00 PM in the MSU Office of Procurement and Contracts, same address above**, for furnishing services and potentially, optional services as described herein.

**IMPORTANT NOTE:** Indicate firm name, and RFP number on the front of each sealed proposal envelope or package.

All inquiries concerning this RFP should be directed to:

Don Buffum  
Office of Procurement and Contracts, (Same address above)  
[dbuffum@procurement.msstate.edu](mailto:dbuffum@procurement.msstate.edu)  
662-325-2550

Any addendum associated with this RFP will be posted at <http://www.procurement.msstate.edu/procurement/bids/index.php> located under RFP 22-103. It is the respondent's responsibility to assure that all addenda have been reviewed and if applicable, signed and returned.

## **1. UNIVERSITY OVERVIEW**

Mississippi State University (MSU) is a comprehensive land grant university of 21,500+ students and approximately 5,000 faculty and staff. The main campus is located adjacent to the community of Starkville in northeast Mississippi, with a remote campus located in Meridian with an enrollment of around 700 students. Additionally, the university operates several remote agricultural experiment stations and has an Extension office located in each of the eighty-two Mississippi counties.

Additional information about MSU can be found at our website [www.msstate.edu](http://www.msstate.edu).

## **2. INVITATION TO SUBMIT PROPOSAL ON RFP**

- a.** Mississippi State University seeks a Contract Lifecycle Management (CLM) software system that will enable MSU to more efficiently and effectively manage contracts. It is anticipated the system will allow for a minimum of such activities as; creating contracts, editing contracts, tracking revisions, utilizing pre-established templates and clauses, utilizing vendor provided standard contracts, review, re-routing, approval, storage of contract, retrieval, confirmation of receipt and acceptance of deliverables and services, track of payments, contract closeout, and any other features to enhance the management of contracts. It is understood that providers of CLM products are the experts in this area and therefore MSU is seeking a provider that can adequately review the current processes and provide appropriate software and make recommendations for improvement.
- b.** Right to Use Proposals in Future Projects – Other Institutions of Higher Learning governed by the Board of the Mississippi Institutions of Higher Learning reserve the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the Institution and requires the agreement of the proposing Vendor. The decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

### 3. SCOPE OF SERVICES REQUIRED

#### a) Proposed Solution

- a. The proposed solution should include the following capabilities. The proposal should clearly explain, if these requirements are met by the proposed solution and how they are met by the proposed solution. Alternatively, the proposal may identify the requirements not being met by the proposed solution and the proposer's recommendation for meeting the perceived need.
  - i. Allows users to create and revise contracts
  - ii. Allows reviewers to revise contracts and make comments
  - iii. Ability to search text within contracts and all other data fields, including narrow filtering, full text search, key word search, advanced search.
  - iv. Provides tracking capabilities to see who made changes and when
  - v. Provides electronic flow for review, revisions, and rejections
  - vi. Provides electronic approval flow
  - vii. Allows for electronic signatures
  - viii. Allows for use of established clauses to create unique contracts
  - ix. Allows for standard contracts with fillable sections to create unique contracts
  - x. Allows for redlining of vendor contracts with tracking capabilities to see who made changes and when
  - xi. Allows for insertion of comments in vendor contracts
  - xii. Audit and record action taken throughout the approval routing of new contracts and amendments or updates to existing contracts.
  - xiii. Ability to route a contract outside of institution to vendors for the purpose of review, editing, negotiation, and finalizing the document.
  - xiv. Ability to have Internal / External electronic signature capabilities.
  - xv. Allows for document version control and the ability to compare versions and originators.
  - xvi. Ability to store a library of standard contract clauses that can be inserted into a contract as needed.
  - xvii. Ability to apply electronic signatures both/either in parallel or sequence.
  - xviii. Allows for storage of completed contracts
  - xix. Ability to store and link to a contract other related documents such as certificates of insurance, bonds, scopes of work, and/or other necessary exhibits.
  - xx. Allows for quick access to completed contracts

- xxi. Ability to search contracts by; vendor name, department, amount, date started, dated ended, description of services/products
- xxii. Ability to classify contract by type, for example: athletic games, consultant, advertising, lease of space (MSU is lessor), lease of space (MSU is lessee), lease of land, etc.
- xxiii. Provides notifications to departments at set intervals to allow departments to begin renegotiations and/or searches for new companies prior to termination date
- xxiv. Generate email notifications and reminders regarding contract process status.
- xxv. Generate and customize email notifications and reminders regarding contract events, expirations, milestones, alerts, or contract compliance status.
- xxvi. Allows for integration with Banner to monitor payments and revenue received and provides indicator prior to making payments which exceed the contractual amount.
- xxvii. Ability to provide reports
- xxviii. Automatically generate a numeric document identifier.
- xxix. Ability to update/upload contract templates in a variety of common file formats, including created through the proposed solution as well as documents received from third parties for review.
- xxx. Ability for users to store and modify large PDF documents and other large files (Microsoft, Excel, Word, PowerPoint, etc.) encompassing hundreds of pages.

**b) Additional Capabilities**

- a. The proposal shall also describe how the proposed solution, or the awarded contractor will provide the following requirements. If the requirements are not to be met by the solution or the contractor, the proposals should explain the proposer's solution to meet the perceived need.
  - i. Ability to deactivating user accounts for terminated employees to ensure that the individual(s) is unable to access system data after separation from the organization
  - ii. Auditing capabilities. Capabilities should include, but are not limited to, changes made to data in the system, time date, and individual making the change, etc.
  - iii. Capability to conduct a live demonstration that exhibits the functionality described herein upon request of institution, either in-person or via

WebEx (or the like). The demonstration will count toward the evaluation of the proposal.

- iv. Ability to include printable administrator and end user documentation and training materials for the proposed application prior to the go live date.
- v. Training and knowledge transfer necessary to ensure consistency and optimum operation of the proposed solution.
- vi. Initial training and competency assessment for institution employees, including, but not limited to, interface training, content administrator, and end users.
- vii. Proposal should provide a detailed discussion as to how a contract request is submitted or created.
- viii. The proposed vendor must provide a detailed description regarding the methods used to integrate with Banner.
- ix. Ability to integrate and allow for bi-directional data exchange with the ERP system is desired
- x. The proposed solution must describe its implementation methodology, including, but not limited to: Data migration of existing contracts, The technical staffing skill sets that will be required of institution
- xi. Provide a project timeline for a fully operational system at institution
- xii. Describe the anticipated institution information and technical resource requirements.
- xiii. Manage other documents that may require multiple-party review, editing, and approvals.
- xiv. Describe the software's hosted platform environment.
- xv. Describe how MSU will maintain ownership and availability of all documents after the contract terminates.

### **c) Reporting**

- a. The proposal shall also describe how the proposed solution, or the awarded contractor will provide the following requirements. If the requirements are not to be met by the solution or the contractor, the proposals should explain the proposer's solution to meet the perceived need.
  - i. Ability for built-in report customization by users.
  - ii. Allow for ad-hoc reporting for both the workflow/approval routing process and contract compliance factors, such as contract events, expiration, value, type, outstanding revenue. If third party tools or programs are required for report customization or ad-hoc reporting, these tools should be identified with costs included.

- iii. Capability of exporting reports by users. Files must be exportable into HTML, CSV / Excel, and PDF format.
- iv. Ability to provide dashboard visibility in a graphical format that can be customized applicable to a particular group for all reports
- v. Ability to provide daily dashboard displays for a variety of purposes.

**d) Security**

- a. The proposal should describe how the proposer will meet the following requirements. If the requirements are not to be met by the solution or the contractor, the proposals should explain the proposer's solution to meet the perceived need.
  - i. Secure storage of documents in line with state records retention requirements.
  - ii. Ability to allow for role-based security and task assignments
  - iii. Prevent unauthorized access to the application and allow institution to determine which modules, reports, and data users may access.
  - iv. Describe how the software addresses data security and must detail the secure environment in which the software is hosted.
  - v. Provide evidence that the system is hosted in a secure environment including, but not limited to: Protecting the infrastructure from external threats via firewall.
  - vi. Protect the data transmission over secure network connections using 256-bit Secure Sockets Layer (SSL)/Transport Layer Security (TSL) technology for any data interfaced between the system and other institution systems.
  - vii. Allow the institution application administrators to set security levels or rights for access of data by individual or group
  - viii. Provide the functionality to support the assignment of role-based security levels globally, by group, and individual user. Proposal must describe how the role-based security levels can apply to segregate access to specific contract types.
  - ix. Provide a detailed description of the available security measures of the proposed solution: including but not limited to Single Sign On solutions
  - x. Provide a detailed description of the encryption of data in transit and at rest.
  - xi. Provide a detailed description of the proposed solution's data backup features and location of backup sites.
  - xii. Provide a detailed description of the security breach protocols.

- xiii. Provide a detailed description of the ability to provide detailed reports of any breaches experienced and reported by the Vendor.
- xiv. Describe its data storage capabilities.
- xv. Describe how Root/administrator access will be controlled and limited to those that require access to support the platform;
- xvi. Providing institution with any security audit report(s) performed within the previous twelve (12) months; and All data must be stored and housed within the continental United States.
- xvii. Provide applicable certifications such as SOC2 documentation.
- xviii. System must be secure and meet all local, state, and federal data security standards.
- xix. Provide a statement stating whether your company is compliant with GLBA, NACH and Red Flag Regulation requirements.
- xx. Provide a completed Higher Education Cloud Vendor Assessment Tool (HECVAT) (lite version available at: <https://www.ren-isac.net/public-resources/hecvat.html>).
- xxi. Does the system support two-factor authentication? If so, describe solution options.
- xxii. Does your system support single sign-on (CAS, Shibboleth, or SAML)?
- xxiii. Provide product interfaces that are compliant with WCAG 2.0 AA and provide VPAT if available.

**e) System Maintenance and Support**

- a. The proposal should describe how the proposer will meet the following requirements. If the requirements are not to be met by the solution or the contractor, the proposals should explain the proposer's solution to meet the perceived need.
  - i. MSU is interested in looking at the options of on-site or hosted. If both are available, cost for each are requested.
  - ii. Describe all levels of support that will be provided throughout the contract term.
  - iii. Provide on-going software support services to include, but not be limited to, problem remediation, maintenance, and upgrades. Technical support, at a minimum, must be available from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, via a toll-free telephone number.
  - iv. Describe the product maintenance and software support plan.
  - v. Describe the ability to maintain the products in an operable condition according to the specifications contained in technical manuals, as

provided to institution upon implementation and as outlined in these specifications and the system proposal.

- vi. Identify and explain the process through which institution is notified when new functionality is provided or other enhancements are made to the proposed solution.
- vii. Provide institution with enhancements and updates to the proposed solution as they are made generally available
- viii. Provide interface maintenance and support as part of the package.
- ix. Recommend ongoing technical support requirements and staffing requirements to manage the proposed solution, both initial and ongoing including qualifications (competencies) and man hours.
- x. Discuss the responsibility and/or process for initial system setup versus ongoing administration of day-to-day operations. Vendor should include as part of the description a discussion of the administrative functions that will be performed by institution as opposed to the Vendor.
- xi. The proposed vendor must communicate with the institutions regarding any defects identified during either functional or load testing. The successful Vendor must make best effort to correct defects within ten (10) days of written notice given by institution. The successful Vendor must bear the cost to remedy reported defects. These defects must be corrected and tested by Vendor before submitting the remedy to institution for performance or regression testing.
- xii. Institutions reserve the right to reject the software application after the third unsuccessful test of any module of the proposed solution

**f) Testing**

- a. The proposal should describe how the proposer will meet the following requirements. If the requirements are not to be met by the solution or the contractor, the proposals should explain the proposer's solution to meet the perceived need.
  - i. Describe acceptance testing process that meets or exceeds the following minimum requirements: The successful solution will work with institution staff to devise a suite of test and use cases, and test data necessary to prove the performance of the proposed solution. This suite must include final acceptance testing criteria.
  - ii. As part of the acceptance testing a load test to confirm that the host and network configuration possess adequate capacity and speed. The successful Vendor and institutions must agree to standards of performance that the system must meet.



- iii. Final acceptance testing period of up to thirty (30) business days from the initiation of acceptance testing and correction of any defects reported by institution.
- iv. Acceptance testing is finished when institution has successfully completed all acceptance test criteria defined in the testing suite as defined by institution, and all critical defects have been corrected by Vendor and successfully re-tested by institution and operated without error or defect for the thirty (30) day acceptance period.
- v. Acceptance testing shall not in any way relieve Vendor of its responsibilities to correct any defect identified during the warranty period.
- vi. Describe future testing and the environment for further application development over time.

#### **4. INQUIRIES ABOUT RFP**

Prospective respondents may make written inquiries concerning this request for proposal to obtain clarification of requirements. **Questions should be submitted either via a Word document or plainly typed in the email itself.** Responses to these inquiries may be made by addendum to the Request for Proposal (RFP). Please send your inquiries to Don Buffum via electronic mail at [dbuffum@procurement.msstate.edu](mailto:dbuffum@procurement.msstate.edu).

All inquiries should be marked “URGENT INQUIRY. MSU RFP 22-103”

#### **5. ADMINISTRATIVE INFORMATION**

##### **a) Issuing Office**

This RFP is issued by the following office:

Office of Procurement and Contracts  
 Mississippi State University  
 245 Barr Avenue, 610 McArthur Hall  
 Mississippi State, MS 39762

##### **b) Schedule of Critical Dates**

The following dates are for planning purposes only unless otherwise stated in this RFP progress towards their completion is at the sole discretion of the university.

<b>RFP Posted</b>	<b>June 30, 2022</b>
<b>Questions from Vendors Due</b>	<b>July 21, 2022</b>

<b>MSU Q&amp;A Response Due</b>	<b>July 28, 2022</b>
<b>Proposal Submission Deadline – 2:00 p.m.</b>	<b>August 9, 2022</b>
<b>Award Date (Estimated)</b>	<b>November 20, 2022</b>
<b>Contract Effective Date (Estimated)</b>	<b>January 1, 2023</b>

## **6. PROPOSAL CONTENTS**

This is a two-step RFP process. The technical proposals and the cost proposals are to be submitted in separate sealed envelopes. Indicate firm name, RFP# and word “Technical Proposal” on the front of the sealed technical proposal envelope or package. Indicate the firm name, RFP# and the word “Cost Proposal” on the front of the sealed proposal envelope or package.

At a minimum, the following items should be included in the contents of the Technical Proposal:

- Cover letter, indicating the scope of the proposal. The letter should include an overview of the services being offered. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. (Cover letter should be no more than 3 pages in length.)
- Corporate Structure and Credentials
  - Number of years of experience
  - Staffing levels and support proposed
  - Examples of similar previous work.
- Operations and Ability To Perform
  - Provide operation plan. This should include, but not be limited to, acknowledgement and agreement with all requirements as well as explanations, where applicable, of the intended plan to achieve the requirements.
  - Describe how services will be provided to MSU.

At a minimum, the following items should be included in the contents of the Cost Proposal:

- Fees for initial purchase of software/items/service (including all preparation, installation, rollout, training and first year maintenance and support)
- Annual Maintenance Costs after initial purchase.

## **7. DISCUSSIONS/EVALUATION CRITERIA/AWARD PROCESS**

MSU reserves the right to 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. MSU reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. MSU likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. MSU may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

MSU reserves the right to award this contract in whole or in part depending on what is in the best interest of MSU with MSU being the sole judge thereof.

The evaluation factors set forth in this section are described as follows:

- The Vendor's ability to deliver an application meeting the overall objective and functions described in the RFP
- Competitive fees
- Availability and access technical support
- Vendor's experience with similar systems
- Compliance with applicable State and Federal laws and regulations
- The committee may invite finalists for interviews and/or presentations

Failure to attend a requested interview presentation before the committee may result in a proposal not being considered.

Upon award of contract(s), successful respondent(s) will be asked to provide a transition plan and timeline and obtain MSU's input and concurrence before moving forward.

Proposals will be scored based on the following weights (100 points total):

- Corporate Structure/Years of Experience/References – 20 pts
- Operation Plan/Ease of Use/Services Offered – 40 pts
- Fees – 40 pts.

## **8. PROPOSAL SUBMISSION**

Proposals shall be submitted in two packages (envelopes or boxes) as set forth in Section 7. Please make sure that the RFP number is clearly visible on the outside of the package.

**Technical Proposal** – One (1) original and one (1) electronic copy (of the complete technical proposal in one pdf file on a flash drive) of part 6, Cover Letter, Corporate Structure and Credentials, and Operations and Ability to Perform should be sealed in a package with

“Technical Proposal” in the lower left hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page “Original”.

**Cost Proposal** – One (1) original and one (1) electronic copy (of the complete cost proposal in one pdf file on a flash drive). Should be sealed in a package with “Cost Proposal” in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page “Original”.

The proposal package must be received on or before **2:00 p.m. on August 9, 2022**. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement and Contracts office on-time. The proposal package should be delivered or sent by mail to:

**Office of Procurement and Contracts  
Mississippi State University  
610 McArthur Hall  
245 Barr Avenue  
Mississippi State, MS 39762**

Your response must include the signature page included in this RFP (See Appendix A) and contain the signature of an authorized representative of the respondent’s organization. The signature on the “Original” signature page should be in blue ink.

MSU reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the University to do so.

Proposals received after the stated due date and time will be returned unopened. Submission via facsimile or other electronic means will not be accepted.

## **9. PCI COMPLIANCE ISSUES (IF APPLICABLE)**

The vendor must provide a PCI compliant processing environment using one of the approved options below. If the vendor is unable to fully adhere to one of these options, the proposal will be removed from consideration.

- **Option 1** – Integrate with MSU’s existing third-party solution (NelNet Business Solutions – Commerce Manager), because all hardware, software and back end processing have been vetted and credit/debit card payments are automatically posted to Banner.
- **Option 2** – Use alternative third-party solution. Use a different MSU Merchant ID but same bank account.

- Work with members of MSU’s PCI Council and third-party PCI Compliance consultant to review business needs and proposed solution.
  - Ensure card transactions processed by university personnel are performed using a PCI-validated point to point encrypted (P2PE) solution. The solution must be listed on the PCI council’s website (<https://www.pcisecuritystandards.org>), must not be expired, and devices to be used with the solution must have a PIN transaction security (PTS) expiration date at least 3 years past the date of installation.
  - Obtain the following solution information
  - Attestation of compliance (AoC) from all parties involved in handling or that affect the security of cardholder data.
  - Verify that all devices have a current PTS certification and have an expiration date at least 3 years past the installation date of the solution.
  - Obtain a data flow diagram showing where payment card data will be introduced to the proposed solution and all steps/hops it will take until payment information is delivered to the merchant processing bank. This will determine all of the service providers that must provide an AoC.
  - Require specific reporting requirements and interfaces to support Banner integration and automatic posting of credit/debit card payments to the ERP. The exact file layout will be provided upon request.
- **Option 3** – Use alternative third-party solution. Use vendor’s Merchant ID.
    - Work with members of MSU’s PCI Council and third-party PCI Compliance consultant to review the solution.
    - Ensure card transactions processed by university personnel are performed using a PCI-validated point to point encrypted (P2PE) solution. The solution must be listed on the PCI council’s website (<https://www.pcisecuritystandards.org>), must not be expired, and devices to be used with the solution must have a PIN transaction security (PTS) expiration date at least 3 years past the date of installation.
    - Obtain the following solution information
    - Attestation of compliance (AoC) from all parties involved in handling or that affect the security of cardholder data.
    - Verify that all devices have a current PTS certification and have an expiration date at least 3 years past the installation date of the solution.
    - Obtain a data flow diagram showing where payment card data will be introduced to the proposed solution and all steps/hops it will take until payment information is delivered to the merchant processing bank. This will determine all of the service providers that must provide an AoC.

- Payments due MSU will be remitted on a predetermined basis, net of all applicable fees and merchant discounts. Banner integration not required.

## **10. TWO-PHASE, BEST AND FINAL OFFER**

If the initial proposals do not provide MSU with a clear and convincing solution, or if MSU feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, MSU reserves the right to use a two-phase approach and/or invite Best and Final Offers (BAFO). Based on the information obtained through the proposal submittals (Phase-One), MSU may choose a specific business model, and potential providers may be asked to submit revised proposals based upon that specific model.

The evaluation committee may develop, for distribution to the top-ranked firms, refined written terms with specific information on what is being requested as a result of information obtained through initial RFP submittal process. Proposers may be asked to reduce cost or provide additional clarification to specific sections of the RFP. Selected proposers are not required to submit a BAFO and may submit a written response notifying the solicitation evaluation committee that their response remains as originally submitted.

## **11. TERM OF CONTRACT**

It is MSU's intention to enter into a Five (5) year contract, estimated to begin January 1, 2023.

MSU reserves the right to terminate this agreement with thirty (30) days-notice, by the Director of Procurement and Contracts via certified mail to the address listed on the signature page of this RFP (See Appendix A) if any of the terms of the proposal and/or contract are violated.

In the event the contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, MSU will notify the contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the contractor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the contractor.

Termination of contract by contractor without cause can only occur with at least one-hundred and twenty (120) days-notice prior to the proposed termination of the contract.

In the event MSU employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under this contract, the contractor agrees to pay the attorney's fees and expenses so incurred by MSU.

## **12. ACCEPTANCE TIME**

Proposal shall be valid for one-hundred and eighty (180) days following the proposal due date.

## **13. RFP CANCELLATION**

This RFP in no manner obligates MSU to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of MSU and may be terminated without penalty or obligations at any time prior to the signing of a contract. MSU reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

## **14. ADDITIONAL INFORMATION**

- a. Current Contract Guidelines can be found at <https://www.procurement.msstate.edu/pdf/ContractGuidelines.pdf>
- b. Current Standard Contract forms can be found at <https://www.procurement.msstate.edu/contracts/index.php> it should be noted there are additional forms used not shown here.
- c. Current contract process is set forth in Appendix B
- d. There are currently about 120 departmental employees who regularly submit requests for contracts.
- e. There are currently about 4 employees in the General Counsel office who regularly review, revise, and provide initial approval to contract documents.
- f. There are currently 3 employees in the Office of Procurement and Contracts who regularly review, revise, reject, and approve contracts.
- g. Information Technology Services approval is required prior to signing contracts for IT products or services in excess of \$5,000.
- h. During the period of April 1, 2020 to March 30, 2021, there were approximately 2697 new contracts approved by the Office of Procurement and Contracts. This does not include renewals, amendments or addenda.
- i. Current Contract Categories are set forth in Appendix C. Most contracts are associated with 1 or more categories for tracking purposes.
- j. For some types of contracts, a single contract number is given to the agreement, but it may actually include multiple agreements to be signed. For example, we may have an Honorarium for an event such as instructor training and we may have 2-400 different instructors being trained. In these cases, we would have 2-400 different agreements to approve.

## 15. INDEPENDENT CONTRACTOR CLAUSE

The contractor shall acknowledge that an independent contractor relationship is established and that the employees of the contractor are not, nor shall they be deemed employees of MSU and that employees of MSU are not, nor shall they be deemed employees of the contractor.

## 16. OTHER CONTRACT REQUIREMENTS

**Award Terms:** This contract shall be awarded at the discretion of the University based on the capabilities and overall reputation of the Supplier, as well as the cost. Acceptance shall be confirmed by the issuance of a contract from the University.

**Standard Contract:** The awarded contractor(s) will be expected to enter into a contract that is in substantial compliance with MSU's standard contract [http://www.procurement.msstate.edu/pdf/standard\\_rfp\\_contract.pdf](http://www.procurement.msstate.edu/pdf/standard_rfp_contract.pdf). Proposal should include any desired changes to the standard contract. It should be noted that there are many clauses which the MSU cannot change (see Standard Addendum <http://www.procurement.msstate.edu/contracts/standardaddendum.pdf>) Significant changes to the standard contract may be cause for rejection of a proposal.

**The Procurement Process:** The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.

- Request for Proposals (RFP) is issued to prospective suppliers.
- A deadline for written questions is set.
- Proposals will be received as set forth in Section 8.
- Unsigned proposals will not be considered.
- All proposals must be received by MSU no later than the date and time specified on the cover sheet of this RFP.
- At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of each respondent will be announced.
- Proposal evaluation: The University will review each proposal.
- At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal
- Respondents are cautioned that this is a request for proposals, not a request to contract, and the MSU reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
- The proposals will be evaluated according to the criteria set forth in Section 7.



**APPENDIX A: SIGNATURE PAGE**

Provide information requested, affix signature and return this page with your proposal:

Name of Firm: \_\_\_\_\_

Complete Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

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

## APPENDIX B: CURRENT CONTRACT PROCESS

### Contract Procedure and delegation of duties

#### Mississippi State University – Procurement and Contracts

In accordance with IHL Board Policy and MSU Policy, all contracts for service and/or the procurement of goods must go through the Office of Procurement and Contracts. The Executive Director of Procurement and Contracts has been delegated authority to review and execute contracts with a value of less than \$250,000. All contracts with a value of over \$250,000 must be submitted to IHL for approval.

#### Process for evaluation of Expense Related Contracts

1. Contract Owners and approvers shall complete on-line training and pass the on-line exam process.
2. The end user typically determines the scope of the project and negotiates scope and cost with the proposed contractor. Alternatively, the end user submits a scope of work and potential providers and Procurement and Contracts facilitates the RFP process.
3. The department either uses the contractor's contract or prepares one of the accepted MSU contracts and the Contract Owner submits the proposed contract with the required approval to Procurement and Contracts (P&C) with a completed Contract Coversheet.
  - a. The common accepted MSU Contracts are:
    - i. Standard Contract for Services
    - ii. Simple Contract (used when cost is not more than \$1000 plus expenses)
    - iii. Honorarium Letter (used when honorarium is not more than \$1000 plus expenses)
  - b. This submittal may include additional documents as appropriate.
    - i. Standard Contract Addendum
    - ii. Classification Checklist (for individuals providing a service)
    - iii. Agenda item (when approval of IHL is required)
    - iv. IHL Contract Attachment Form (when approval of IHL board is required)
    - v. IHL Ownership Form (when approval of IHL Board is required)
4. The Contract Owner is responsible for having an understanding of the scope of the contract as well as the terms and conditions. The Contract Owner will be responsible

for attesting to receipt of goods and services as well as compliance with all terms, conditions and payments related to the contract.

5. Upon receipt of the contract package, P&C staff (typically the Executive Director or one of the Procurement Managers) reviews the agreement to verify compliance with laws, policies and procedures. This is typically done by marking up the contract or attaching the Standard Contract Addendum. The review includes but is not limited to the following:
  - a. If IHL, OPTFM, MDITS, MSU IT or other approval is required, begin process to obtain proper approvals.
  - b. Are Federal Funds being used? If so, verify compliance with the Uniform Guidance.
  - c. Contract Complies with Mississippi State law and purchasing procedures.
  - d. MSU IT approval has been obtained, if applicable.
  - e. University data is adequately protected, if applicable.
  - f. The contract specifies what each party is giving and receiving, and this exchange is considered reasonable and fair.
  - g. The contract includes a start date and an end date.
  - h. The contract includes adequate termination language.
  - i. The parties to the contract are clearly identified.
  - j. Referenced attachments and exhibits are included.
  - k. The amount and time of payment are specified.
  - l. Contract includes a non-availability of funds clause if the contract extends beyond the current fiscal year.
  - m. Clauses that require IHL or the university to indemnify or hold harmless the other party have been deleted
  - n. Clauses that limit the other parties' liability have been deleted.
  - o. Clauses that waive implied warranties of merchantability and fitness for a particular purpose have been deleted.
  - p. Arbitration clauses have been deleted.
  - q. A force Majeure clause is included, if applicable.
  - r. Confidentiality clauses are only enforceable to the extent permitted by the Miss. Public Records Act.
  - s. Sensitive data will be protected to the extent allowed by state law, if applicable.
  - t. The contract is not to be governed by the laws of another state.
  - u. Any reference to MSU paying taxes is deleted.
  - v. Any waiver of defenses or immunities language has been deleted.
  - w. Prepayments are not more than \$5,000 or have been approved by IHL.
  - x. Any provision limiting the time frame in which MSU may bring suit has been deleted.
  - y. Provisions requiring MSU to pay for the other party's attorney fees have been deleted.
  - z. Duplication of services with other existing MSU contracts.

6. If the contract value exceeds the authority that IHL will allow to be delegated (currently \$25,000), the contract is then sent to legal counsel for review. Legal counsel completes review and then emails back the individual reviewing the contract for the Office of P&C with approval, additional revisions, or rejection.
7. The contract is either approved as is, approved as revised, or rejected
  - a. If approved as is:
    - i. The contract is signed and sent to the department to forward to the vendor.
    - ii. If the contractor needs to sign the contract, they sign and return the contract.
    - iii. When both parties have signed the contract (if applicable) the services may begin.
  - b. If approved as revised
    - i. P&C marks up the contract or attaches the Standard Addendum and sends to the department to forward to the vendor.
    - ii. If the vendor accepts the changes, they sign and return to the department.
    - iii. If the vendor does not accept the changes, negotiations begin.
    - iv. When both parties have signed the contract (if applicable) the services may begin.
8. Completion of work and payment
  - a. Upon completion of work (portion or complete) the contractor submits an invoice or payments.
  - b. The department Contract Owner verifies compliance with the contracted scope of work/deliverables, terms and conditions, accuracy of the invoice or revenue payments, and ensures payments and/or revenues are within the amounts and timing set forth in the contract including discounts and/or rebates.
  - c. The department complete the Contract Payment Form documenting their review that all terms, conditions, deliverables, payments, revenues, discounts, etc. are in full compliance with the contract, and submits the form with a direct pay voucher to pay the contractor.
  - d. At Procurement and Contracts a Purchasing Manager or the AVP & CPO verifies the Contract Owner has completed and signed the Contract Payment Form (CPF) and signs the CPF.
  - e. P&C compares the invoice to the contract to ensure a correct payment is being made accurately and timely
  - f. P&C approves the payment
  - g. Disbursements issues payment via electronic funds or paper check.

## **APPENDIX C: CURRENT CONTRACT CATEGORIES**

**A1** - Company

**A2** - Government Entity

**A3** - Individual

**A4** - Advertisement Agreement

**A5** - Agent Agreement

**A6** - Approved by IHL

**A7** - Athletic Agreement

**A8** - Bank Services

**A9** - Cell Tower Agreement

**B10** - Confidentiality Agreement

**B11** - Construction Contract

**B12** - Contract of Adhesion

**B13** - Contract for Services (Consulting, Maintenance, Purchasing, Miscellaneous or etc.)

**B14** - Greek or Sorority Agreement

**B15** - Honorarium or Reimbursement Agreement

**B16** - Horse Breeding or Donations Agreement

**B17** - Hotel Agreement

**B18** - Insurance Coverage

**B19** - Lease or Rental Agreement (Equipment, Land, Office, House, Storage, Booth, Conference, Meeting, or etc.)

**C20** - Legal Agreement

**C21** - Letter of Agreement or MOU – Memorandum of Understanding

**C22** - License and/or Software Agreement

**C23** - Membership or Subscription Agreement

**C24** - Performance Agreement

**C25** - Purchase of Land or Real Estate Agreement

**C26** - Revenue of Land or Space Agreement

- C27** - Revenue of Rental Agreement
- C28** - Revenue of Services Agreement
- C29** - Speaker Agreement
- D30** - Special Permit
- D31** - Sponsorship or Trade Agreement
- D32** - Stipend or REU - Research Experience Letter Agreement
- D33** - Timber Agreement (Sale, Replant, etc.)
- D34** - Transportation Agreement