

**Mississippi State University
Request for Proposals (RFP) 23-11
Cheese Store POS, Inventory Management, and eCommerce**

ISSUE DATE: January 31, 2023

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 February 28, 2023 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:

Office of Procurement and Contracts, (Same address above)

Jay Rester
jrester@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 23-11**. It is the respondent's responsibility to assure that all addenda have been reviewed and if applicable, signed and returned.

1. UNIVERSITY OVERVIEW

- a. 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.

- b. Additional information about MSU can be found at our website www.msstate.edu.
- c. The Mississippi Agricultural and Forestry Experiment Station (MAFES) of MSU performs research on issues relevant to Mississippi farmers, industry, communities and families.
- d. The MAFES Sales Store (the Store) is a unit of MAFES. The Store exists as an outlet for the research and educational products produced by MAFES Research Support Unit Dairy Manufacturing Plant and by MSU's Department of Food Science, Nutrition, and Health Promotion. The store is located on campus at 925 Stone Boulevard.
- e. The Store is a significant tradition with its students and alumni. As such, the Store is willing to provide customers with services that might not be permitted by similar for-profit entities.
- f. The Store generates approximately \$2.6 million in annual sales. Last year the Store processed nearly 27,000 credit card transactions with an average of \$90 with a maximum of \$24,500. The volume of transactions is higher in the months of July-December because of holiday orders and football season.
- g. Additional information the Store can be found at <https://mscheese.com/index.cfm>.

Additional information about MSU can be found at our website www.msstate.edu.

2. INVITATION TO SUBMIT PROPOSAL ON RFP

Mississippi State University is seeking a retail sales and inventory management solution for the MAFES Sales Store on campus. We are looking for assistance with defining the business processes and selecting a software that can streamline our complex process and make it easier for our patrons to enjoy our MSU products. The solution is expected to support in store and ecommerce activities simultaneously. It is also expected to manage a product that can only be shipped at certain times of the year. Additionally, it needs to have a maintenance plan that can either be supported by our internal ITS department or can be supported by the team providing the solution.

For this RFP we are looking for vendors who can supply their expertise in helping to streamline our processes and provide a solution that will carry us forward to the next decade.

MAFES seeks the installation of a sales order and shipping system at the Store, including related functionality for inventory, purchasing, and accounts

receivable. The system is to include the software and hardware to process in-store and e-commerce transactions and shipments to customers using independent carriers.

The system can be provided by a single software solution or with the integration of third-party or open-source solutions.

The system can be cloud-based or hosted on a local server.

MAFES recognizes that the vendor may be required to modify existing solutions to meet the unique transaction processing requirements specified in sections 4-6.

MAFES recognizes that the vendor's solution may require some modification to the Store's operating policies and procedures, at the discretion of the Store management..

The system does not require functionality for accounts payable, payroll, fixed assets, manufacturing

Financial reporting is required for daily and monthly balancing, as well as inventory. Reporting needs to be calculated for instore sales and for online sales based on the definition of a "sales".

3. SCOPE OF SERVICES REQUIRED

1.1. **Definitions.** The following definitions are used in this document.

1.1.1. **Order** – A request by a customer to purchase items. An order does not become a sale until the items are paid for and delivered or picked up.

1.1.2. **Sale** – Any portion of an order that has been picked up at the Store or shipped results in a sale being recognized for financial reporting purposes.

1.1.3. **POS Station** – A dedicated machine that enables retail store personnel to scan merchandise presented by the customer, accept various forms of payment, and generate a sales receipt.

1.1.4. **Work Station** – A computer having access to functionality (e.g., inventory, accounts receivable) beyond what is available in a POS station. Two workstations are located adjacent to the POS stations in the Store sales floor to facilitate the entry of selected orders. Other work stations are used by student workers, office personnel (e.g., to enter sales and manage inventory) and by managers to monitor Store activities.

1.1.5. **Recipient** – The individual or entity to receive a shipment.

1.1.6. **Merchandise Pack** – A box containing multiple items that are also sold

individually, such as juice, jelly, or condiments.

1.1.7. **Sales Floor** – The portion of the Store that displays items for sale to customers for immediate purchase.

1.1.8. **Back Office** – The offices at the Store accessible only to Store employees.

1.2. The Store's primary function is to sell products produced by other MSU departments:

1.2.1. **Cheese.** A variety of cheeses are sold on a per unit basis at a fixed price. Cheese sales account for 88% of the Store sales. Sales for delivery between November 1 and December account for a majority of cheese sales. Shipments for the Easter holiday are also significant.

This product is sold "on consignment" reporting must show total dairy sales.

1.2.2. **Ice Cream.** Ice cream and milk are available in several sizes, sold on a per unit basis at a fixed price. These products account for 3% of Store sales.

1.2.3. **Meat.** A limited number of prepackaged meats are sold by weight and account for 2% of Store sales.

1.3. The Store also sells items purchased from other MSU departments and outside sources. Items include juice, jelly, peanuts, and seasonings and will collectively be referred to as **merchandise** in this RFP. Merchandise can be sold individually or as a component of a merchandise pack.

1.4. The Store carries a limited number of materials for gift wrapping and shipping. These items will collectively be referred to as **supplies** in this RFP.

1.5. **Orders.** Orders are generated from several sources:

1.5.1. **Retail via POS station.** Sales floor customers select items and check out at a POS station. The Store accepts cash, checks, debit cards, credit cards, and MSU departmental procurement tax-exempt (VISA).

1.5.2. **Retail via Work Station.** Because the entry of these orders requires more time, a work station is used to free the POS stations to enter and process other orders. This is used to help a customer place an order they would normally place at their home.

1.5.3. **E-commerce Orders.** A number of sales are received via an e-commerce portal. Customers must first create an account prior to shopping for Store items and save selections in a cart. Not all items sold by the Store are available for purchase via the e-commerce site. Items placed in the customer's cart are not reflected in inventory quantity values and no order is recorded until the customer checks out. The shipment of items to a recipient results in the recording of a sale for financial reporting.

- 1.5.4. Inventory numbers for dairy items and other retail products are calculated in the summer months. These numbers are used on the ecommerce site for orders placed for Thanksgiving and Christmas delivery. The e-commerce site begins placing these orders as early as August 1 of each year based on the numbers entered not by actual inventory. The production of the cheese required to fulfill these orders may not be completed until as late as October. For example, an order for cheese received on August 6 is placed in the system, starting in September labels are printed then late October inventory becomes available and the order is packaged and stored in a warehouse, and on the selected shipment date the package is shipped. Shipment dates are in November and December.
- 1.5.5. Regardless of the source, an order may direct the shipment of cheese and merchandise to multiple recipients with unique requested delivery dates. In addition to entering the recipient's name and address, the customer or Store employee can enter a unique message, signature, and expected shipping date for each recipient.
 - 1.5.5.1. A desired message, signature, and shipping date is initially attached to each recipient. Later in the entry process, the user can modify these values for any recipient.
 - 1.5.5.2. Shipping dates are restricted by Store management and chosen by customers at the checkout page. Orders for cheese are limited to Monday through Wednesday. Orders for merchandise can have any desired shipping date.
- 1.6. The Store is willing to allow customers to modify existing orders prior to fulfillment. These modifications currently require a significant level of staff time. Any system solution that would help alleviate this problem would be advantageous.
- 1.7. **Purchasing.** The process of purchasing and tracking inventory of merchandise and supplies is typical for a retail operation. However, the processes for cheese, ice cream, and meat are unique.

1.7.1. **Purchases from MSU departments**

- 1.7.1.1. **Cheese** – Cheese is obtained from MAFES Research Support Unit Dairy Manufacturing Plant (Dairy). Cheese production is scheduled to correlate to the Store's highly seasonal sales cycle. The Store

does not order a specific number of cheese items. Rather, the Dairy provides the Store with estimates of its expected unit production. Beyond these high sales periods, cheese is produced to support the retail sales of the Store.

- 1.7.1.2. **Ice Cream** – Ice cream is obtained from the Dairy. Because ice cream and milk are not shipped, these items are produced regularly in quantities to support the retail sales of the Store.
- 1.7.1.3. **Meat** – MSU's Animal & Dairy Sciences Department (Meat Laboratory) periodically produces meat items. The Meat Laboratory packages, labels, and prices these items. The weight of individual items varies.
- 1.7.1.4. The quantities purchased are manually entered in the Store system. Payment for the purchases are processed through MSU procurement system by MAFES accounting personnel.

1.7.2. Purchases from Outside Vendors

- 1.7.2.1. The Store enters vendor invoices in its system to update inventory. Payments are initiated by the Store manager using a University ProCard (a VISA card) or for vendors that require payment via a check are processed by the MSU procurement system.

- 1.8. **Shipping.** Cheese and some merchandise packs can be shipped. No ice cream, meat, or individual merchandise are shipped.

- 1.8.1. Cheese can only be shipped during the winter months and, to ensure timely delivery, only on Monday through Wednesday, depending on the recipient of the shipment. For example, shipments to the west coast are shipped on a Monday, whereas shipments to Memphis are shipped on a Wednesday. (Vallagret cheese is shipped only from November through January because it is particularly susceptible to heat damage.)
- 1.8.2. The packaging of items is determined based on the number and combination of items shipped to a recipient.
 - 1.8.2.1. Most cheese items are sold in a box. That box also serves as the shipping container for the shipment of a single cheese item to a recipient. Two cheese spreads are packaged in a plastic tub and require use of a shipping box.
 - 1.8.2.2. The shipment of (1) multiple cheese items and or (2) one or more merchandise items to a recipient requires the item(s) be packed in

a shipping box. The system determines an optimal method for packing the items in one of two shipping box sizes.

- 1.8.3. Shipping labels are printed when the shipping date and the method of packaging (individual box versus multiple items in a packing box) are determined. Shipping labels are currently physically stored in the office by shipping date and then used to prepackage pallets for future shipment dates.
 - 1.8.3.1. The shipping label contains a tracking number.
 - 1.8.3.2. The shipping label contains a list of the items to be shipped.
 - 1.8.3.3. The label will include a gift message entered by the customer when the order is placed.
 - 1.8.3.4. The tracking number is generated by the carrier's system and stored in the Store's system and sent to the customer. However, a package does not become active in the carrier's system until the package is delivered to the carrier.
- 1.8.4. Cheese orders are packed, and a shipping label attached when inventory becomes available. The package is stored in a warehouse until the assigned shipping date. The shipment of merchandise can occur at any requested date preset in the ecommerce system.
- 1.8.5. The shipment of (1) multiple cheese items and or (2) multiple merchandise items to a single recipient requires the items be packed in a shipper box / boxes.
 - 1.8.5.1. The Store currently uses multiple sizes of shipping boxes.
- 1.8.6. A table of size factors is used to determine the box size and or the number of boxes required. For example, an Edam cheese has a packing of factor of .25 (25% of a box).
- 1.8.7. When a package is picked up by the carrier, the carrier's system scans the shipping label.
 - 1.8.7.1. The actual shipping date and tracking number should be recorded in the MAFES system.
 - 1.8.7.2. The actual cost of the shipments is determined by the carrier and billed to the store.
- 1.8.8. Customers are charged a fixed shipping rate for the first item. Additional per unit shipping charges are added for a maximum number of additional items.
- 1.8.9. Shipments to post office boxes, APO addresses, Hawaii, and Alaska are

shipped via the United States Postal Service (USPS). The packing slip is generated using the common carrier's system.

1.8.10.

a) Users

User permissions and accesses to various system functions must be role based with users allowed in multiple roles. Role-based permissions govern each user's rights to add, edit, and view information within the system. There must be capability to accommodate tiered access based on roles.

b) Reporting/Forms, Custom Fields, Files

- Reporting and analytics must be available for review.
- Customizable dashboards for users
- Ability for visitors to provide feedback on conversations
- The system must have the ability to create custom fields by select users and system administrators
- The bidder should explain in detail the reporting function of the system.
- Capability to isolate monitoring/reporting by multiple factors for individualized monitoring as well as aggregating and summarizing monitoring activities.

c) Functions

The system must use a tiered structure that allows authorized users to access data and reports for analysis or approval, while allowing any user to be able to submit documents. The system will need to be able to allow authorized users to monitor and approve/deny requests and offer commentary or feedback that is viewable by the requestee.

Documents and files submitted through the application must be easily downloadable by any user with required authorization. The system will allow for users to track reports and requests, monitor progress, and stay up-to-date on compliance and reporting requirements.

d) System Maintenance and Support

Mississippi State University requests the bidder to provide installation, setup, and user training. Regular reporting and analytics analysis. Conversation mapping and building of the text messaging platform. Bidder provides unlimited strategic and technical support with a dedicated client specialist.

Bidders shall provide details on licensing requirements and all ongoing expenses for maintenance and support.

Support:

Vendors are expected to provide the details of development, integration, implementation, and training of staff/faculty.

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 Jay Rester via electronic mail at jrester@procurement.msstate.edu.

All inquiries should be marked "URGENT INQUIRY. MSU RFP 23-11"

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.

RFP Posted	January 31, 2023
Questions from Vendors Due	February 7, 2023
MSU Q&A Response Due	February 14, 2023
Proposal Submission Deadline – 2:00 p.m.	February 28, 2023

Award Date (Estimated)

March 28, 2023

Contract Effective Date (Estimated)

May 15, 2023

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.
 - HECVAT
- 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.
 - Provide proposed time schedule for development and implementation.

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.

- A Proposed Payment Schedule (for example, periodic progress payments up to 75% of the total project costs at significant points of completion, with the final 25% upon final completion (to include successful implementation and mutual agreement that the project goals have been satisfactorily completed))

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 – 25 pts
- Operation Plan/Ease of Use/Services Offered – 45 pts

- Fees – 30 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 parts 7(b)(i) (Cover Letter), 7(b)(ii) (Corporate Structure and Credentials), and 7(b)(iii) (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 February 28, 2023**. 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. In all cases, for Point of Sale devices included in submissions to this RFP, it is desired that they have the ability to accept all current payment methods including but not limited to cards, contactless payment, mobile payment apps, checks, echecks and cash. 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. Additionally, all card present transactions will be implemented by the NelNet supported P2PE solutions.
- **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.
 - Provide PCI compliance certification [e.g. attestation of compliance AOC] information to ensure all hardware, software and back end processing are compliant,.
 - 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.
 - Provide a specific interface data file that supports Banner integration and automatic posting of credit/debit card payments to our ERP. The layout which has been accepted by MSU and which is expected from the vendor will be provided upon request.
 - Any card transactions processed by university personnel must be performed using a PCI-approved, point to point encrypted (P2PE) solution.
- **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.
 - Provide PCI compliance certification [e.g. attestation of compliance AOC] information to ensure all hardware, software and back end processing are compliant.
 - 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.
 - Any card transactions processed by university personnel must be performed using a PCI-approved, point to point encrypted (P2PE) solution.

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 three (3) year contract, estimated to begin May 15, 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. 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.

15. 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. 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: _____