Mississippi State University
Request for Proposals (RFP) MSU2026098
Waste Disposal and Recycling Services

ISSUE DATE: August 14, 2026

ISSUING AGENCY:

Office of Procurement Services
Mississippi State University
405 Garrard Road East
Starkville, MS 39762

Sealed Proposals, subject to the conditions made a part hereof, will be received **September 9, 2026, at 2:00 PM in the MSU Office of Procurement Services, same address above**, for furnishing services and potentially, optional services as described herein.

IMPORTANT NOTE: If you are physically mailing your response, indicate firm name, and RFP number on the front of each and every sealed proposal envelope or package.

All inquiries concerning this RFP should be sent via the instructions in Section 4.

Any addendum associated with this RFP will be posted at http://www.procurement.msstate.edu/procurement/bids/index.php located under the RFP number. 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. The main campus is located adjacent to the community of Starkville in northeast Mississippi, with a remote campus located in Meridian. 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 on our website www.msstate.edu.

2. INVITATION TO SUBMIT PROPOSAL ON RFP

MSU intends to contract with a reputable and responsible firm capable of efficiently and effectively providing waste disposal and recycling services to its main campus as well as offering extended pricing options to its remote campus and experiment stations. The University seeks a comprehensive proposal that includes all labor, vehicles, equipment, containers, supplies, transportation, training, reporting, programming, and related services necessary to serve campus facilities.

The University intends to maintain a single contract capable of providing both waste disposal and recycling services; however, MSU may elect to award one or both service components based on the outcome of the evaluation.

3. SCOPE OF SERVICES REQUIRED

A. General Service Requirements

i. The Contractor shall furnish all manpower, vehicles, containers, compactors, roll-offs, carts, equipment, and facilities necessary to collect and transport garbage, rubbish, cardboard, and recyclable materials generated on campus.
ii. Materials shall be transported to a landfill, transfer station, material recovery facility, or recycling center that is properly permitted and approved by the University.
iii. The Contractor shall propose service methods, schedules, and costs that meet or exceed the requirements in this scope.
iv. The estimated inventory includes approximately 125 municipal solid waste front-end-load dumpsters and 35 recycling dumpsters. Quantities, sizes, locations, and lift frequencies may change during the contract term. The applicable RFP appendices shall control final bid quantities.
v. MSU anticipates paying a per-lift fee for each unit unless an alternate pricing structure is approved. Disposal charges, landfill costs, and all other cost components shall be clearly identified.

vi. Normal collections shall occur early enough for collection vehicles to be off campus by 7:00 a.m., unless the University authorizes another service window.

vii. The Contractor shall maintain sanitary conditions in the immediate vicinity of containers and remove waste placed in or immediately adjacent to containers when providing service.

viii. The Contractor shall provide a collection schedule at least 30 days before service begins, identifying container locations, sizes, service days, and approximate collection times.

B. Containers, Equipment, and Ownership

i. Contractor-Owned Equipment

1. All dumpsters, compactors, roll-offs, recycling containers, carts, sensors, and other collection equipment shall remain the property of the Contractor unless otherwise approved in writing by the University. The Contractor is responsible for delivery, installation, maintenance, repair, replacement, and removal of its equipment.

ii. Container Design and Accessibility

1. Where practicable, provide containers that can be accessed from the side rather than requiring users to lift bags over the top.

2. Provide cardboard and other appropriate collection containers at Perry Cafeteria, Colvard Student Union, Fresh Foods Dining Facility, Barnes & Noble Bookstore, and other locations identified by MSU.

3. Provide additional front-load, roll-off, temporary, or specialty containers upon request.

4. Maintain all containers in a structurally sound, leak-free, and sanitary condition with functional lids, doors, drain plugs, and safety components.

iii. Appearance Standards

1. All front-load dumpsters shall be painted Hunter Green and present a uniform appearance campus-wide, unless the University approves another color or finish in writing.

2. Containers shall be free of faded or peeling paint, significant rust, graffiti, dents that affect appearance or operation, bent doors, broken lids, leaks, and other visible defects.

3. The Contractor shall pressure wash containers as needed, promptly remove graffiti, repaint containers when appearance deteriorates, and replace containers that cannot be restored.

4. Paint defects shall be corrected within 10 business days after notice unless MSU approves a different corrective schedule.

C. Collection Operations

i. **Routine Service**

1. Provide collection at a frequency that minimizes cost while preventing overflow, odors, unsanitary conditions, and disruption to campus operations.
2. Residential collections are anticipated once per week unless otherwise specified. Designated high-volume locations may require daily or multiple weekly pickups.
3. MSU may modify the normal schedule by notifying the Contractor by 3:00 p.m. on the business day before the requested modification when practicable.
4. The Contractor shall identify opportunities to reduce unnecessary pickups during university holidays, semester breaks, and summer periods while maintaining required service levels.

ii. **Special Event Services**

1. The Contractor shall provide enhanced collection and container service for major University events, including football games, baseball weekends and post-season events, basketball games when needed, commencement, move-in and move-out, Bulldog Bash, orientation, and other events designated by MSU.
2. Pull and replacement of roll-off containers and pull-and-return service for front-load dumpsters.
3. Multiple pulls during the same day or weekend when event volume requires additional service.
4. A designated event coordinator with authority to deploy personnel and equipment.
5. Sufficient backup personnel, vehicles, and containers to meet event schedules and prevent overflow.
6. Gameday and post-game service coordinated with the University's event and traffic requirements.

iii. **Continuity and Emergency Operations**

1. Submit a university-approved continuity plan describing how service will be maintained during labor shortages, equipment failures, weather events, or other disruptions.
2. Only emergency service, equipment, and transportation made necessary by labor or equipment problems may be subcontracted, unless otherwise approved in writing by MSU.
3. If recycling collection is postponed because of severe weather, notify the University's designated contact by telephone or email and complete collection on the next business day.

D. Recycling and Sustainability

i. **Recycling Program**

1. MSU currently uses a single-stream collection approach for recyclable materials that includes Plastics #1 and #2, cardboard, aluminum, and paper. The Contractor shall identify all accepted materials in its proposed recycling stream and describe opportunities to expand diversion.
2. If proposing an alternative to single-stream collection, provide detailed justification, implementation plan, training approach, transition schedule, and price.
3. Sell or otherwise market appropriate recyclable materials and disclose the receiving facilities and commodity disposition. The cost proposal shall clearly identify any recycling credit or revenue-sharing methodology applied to university invoices.
4. Work with MSU to identify contamination sources and implement education, signage, operational changes, or other strategies to reduce contamination.
5. Assist the University with waste reduction and diversion initiatives throughout the contract term.

ii. **Greek Life Alternate**

1. Provide a technical solution and separate lump-sum price for a reduced-scale container system in the Greek Life area. The objective is to reduce the number of large roll-off and front-load dumpsters by using smaller containers serviced more frequently. The Contractor shall provide, maintain, and service all equipment included in this alternate.

E. Performance Standards

The following minimum service levels apply unless a more stringent requirement is stated elsewhere in the RFP or agreed to in writing:

Requirement	Minimum Standard
Missed pickup	Correct within 4 hours after notice.
Overflow complaint	Acknowledge within 2 hours and provide corrective service the following business day.
Emergency service	On-site response or service action within 4 hours after authorization.

Requirement	Minimum Standard
Damaged dumpster	Repair or replace within 24 hours when the defect affects safety, sanitation, or service.
Paint or appearance defect	Correct within 10 business days after notice.
Unsafe or leaking container	Secure immediately and repair or replace on an expedited basis.

i. **The Contractor shall document each service issue, time of notice, response, corrective action, and completion time. Repeated failures may be considered in performance reviews and any remedies established in the final agreement.**

F. Reporting, Technology, and Records

i. **Routine Reporting**
   1. Provide monthly reports by the 10th day of the following month in an editable Excel-compatible format.
   2. Report solid waste and recycling tonnage removed from front-load dumpsters, compactors, and roll-off containers; service dates; container locations; destinations; and any rejected or contaminated loads.
   3. Provide electronic service tickets or daily trip records showing each serviced container. Records shall be available with the monthly invoice and upon request.
   4. Report recyclable materials sold, receiving facilities, commodity volumes, revenue or credits, and the University's applicable share.

ii. **Sustainability Reporting and Meetings**
   1. Provide an annual sustainability report covering total waste tonnage, recycling tonnage, diversion rate, contamination rate, landfill and disposal costs, and recommendations for improvement.
   2. Participate in quarterly sustainability meetings with MSU to review trends, contamination, programming, and opportunities to improve diversion and reduce cost.

iii. **Technology Proposal**
   1. Describe available technology and the associated implementation and recurring costs, including:
      a. Smart dumpsters and fill-level sensors.
      b. GPS fleet tracking and RFID-enabled container or service verification.

c. Customer portal, mobile reporting, dashboard reporting, and electronic service tickets.
d. Condition-based collection options that use sensor data to reduce unnecessary pickups.
e. Solar, line-powered, wireless, or compaction-enabled container options where feasible.

G. Pricing Requirements

i. **The cost proposal shall clearly separate recurring service, disposal, equipment, event, technology, and optional service charges. At a minimum, pricing should address:**
   1. Routine front-load, recycling, roll-off, and compactor service.
   2. Emergency pulls and emergency response.
   3. Temporary dumpsters and additional containers.
   4. Roll-off exchange, pull-and-return, and multiple-pull service.
   5. Additional event staffing and designated event coordination.
   6. Landfill and disposal costs, including the unit of measure and pass-through methodology.
   7. Fuel surcharge methodology, index, calculation, adjustment frequency, and any cap.
   8. Technology, sensors, portals, dashboards, and electronic reporting.
   9. Recycling credit and revenue-sharing methodology.
   10. The Greek Life reduced-scale container alternate.

ii. **There shall be no price increase during the initial contract term. Any requested increase for a renewal term must be supported by the methodology and documentation required in the final RFP and is subject to university approval.**

H. Service Reviews and Optimization

i. The Contractor and University shall conduct an annual joint service review. The review shall address collection frequency, container sizing, container appearance and condition, missed pickups, complaints, special event performance, safety, recycling contamination, technology performance, and opportunities to optimize service or reduce cost.
ii. The University may request schedule, route, container, or reporting adjustments based on the review, subject to the pricing and change

provisions of the final agreement.

I. Regulatory Compliance and Receiving Facilities

i. Comply with all applicable federal, state, and local laws, ordinances, regulations, permits, and orders governing the services.
ii. Identify the addresses and functions of all facilities that may receive MSU materials.
iii. Maintain for at least three years records of fines, regulatory citations, and deficiencies issued to facilities receiving MSU materials and provide relevant records to MSU upon request.
iv. Make receiving facilities used under the contract available for reasonable audit by university personnel.

J. Insurance, Indemnification, and Subcontractors

i. The Contractor shall procure and maintain insurance for the duration of work performed for or on behalf of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the agreement shall be a material breach and shall entitle University to all remedies provided for within the agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the Contractor's financial responsibilities as outlined within the agreement's Indemnification requirements. Therefore, the contractor may opt to have broader coverage and limits to satisfy its financial obligations.

1. Workers' Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer's Liability shall be included with a minimum limit of $500,000 per accident/per disease/per employee. If Contractor is exempt from workers' compensation or fails to provide appropriate coverage, then the Contractor is or agrees to be solely responsible and hold harmless the Universjty for the injuries of any owners, agents, or employees during the course of the agreement.
2. Commercial General Liability insurance shall be maintained on an "occurrence" basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than $2,000,000 per occurrence on

Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

3. Automobile Liability Insurance shall have a minimum combined single limit per accident of $2,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodi1y injury and property damage liability for hired and non-owned vehicles.

4. Pollution Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, Liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract. This coverage can be obtained through the Contractor's commercial general liability policy by including the Limited Pollution Liability Extension ISO endorsement CG 24 15 or its equivalent. If the contractor is responsible for the transport of any waste, the Contractor can extend the pollution liability policy to cover this exposure or the Contractor can add to the Commercial Automobile Policy by adding ISO endorsement CA 99 48 and MCS-90.

5. Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

6. The University is to be listed as an Additional Insured on the General Liability, Automobile Liability and Pollution Liability policies. (An endorsement on the CGL policy must be ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used or as broad as such forms). See Verification of Coverage section on how the University should be listed as an Additional Insured.

7. All insurances shall include a waiver of subrogation/recovery in favor of the University.

8. For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the contractor's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the Contractor's insurance and shall not contribute with it.

9. Subcontractors of the Contractor shall be subject to all of the requirements stated herein. Contractor shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Ce1tificates of Insurance for each subcontractor. The University reserves the right to receive from the Contractor copies of subcontractors' certificates.

10. Any deductibles or self-insured retentions above $100,000 must be approved by the University or reduced prior to the commencement of work. The University may require the Contractor to provide proof of ability to _pay losses related investigatioi1s, claim administration, and defense expenses within the retention.

11. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

12. The University shall be listed as Additional Insured and Certificate Holder as follows: Mississippi State University, 245 Barr Avenue, 610 McArthur Hall Mississippi State, MS 39762. Original certificates of insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the Contractor's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements. Each insurance pol icy required by this agreement shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the University except when cancellation is for non-payment of premium; then ten (l 0) days' prior notice may be given. Such notice shall be sent directly to the University. If any insurance company will not provide the required notice, the Contractor or its insurance broker shall notify the University of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

13. The University reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. Termination and Transition Assistance

i. The final agreement shall specify events of default and termination rights. MSU reserves the right to include termination for convenience upon 90 days' notice or at contract renewal.
ii. If the Contractor defaults or the agreement is terminated, the Contractor shall continue waste and recycling collection on a month-to-month basis at existing rates for up to six months, when requested by the University, to support an orderly transition.
iii. At contract completion, the Contractor shall coordinate equipment removal and service transition so that campus operations are not interrupted.

L. University Rights

i. MSU reserves the right to reject any or all proposals, waive informalities or irregularities, request clarification, negotiate within applicable procurement rules, and accept the proposal deemed most favorable to the University.

M. Proposal Response Checklist

i. Technical approach and staffing plan.
ii. Routine and special-event collection plan.
iii. Container inventory, appearance, maintenance, and replacement plan.
iv. Continuity and emergency response plan.
v. Recycling, contamination-reduction, and sustainability plan.
vi. Technology capabilities and implementation costs.
vii. Reporting samples and proposed performance dashboard.
viii. Receiving facilities and regulatory compliance information.
ix. Complete pricing schedule, assumptions, alternates, surcharges, and recycling credits.
x. Exceptions or requested deviations from the scope.

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 Jennifer Mayfield via email at jmayfield@procurement.msstate.edu. **All inquiries must be in writing no matter how minor they seem**.

All inquiries should be marked "URGENT INQUIRY. MSU RFP MSU2026098"

5. ADMINISTRATIVE INFORMATION

a) Issuing Office

This RFP is issued by the following office:

Office of Procurement Services
Mississippi State University
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	**August 14, 2026**
Questions from Vendors Due	**August 25, 2026**
MSU Q&A Response Due	**September 1, 2026**
Proposal Submission Deadline – 2:00 p.m.	**September 9, 2026**
Award Date (Estimated)	**October 1, 2026**
Contract Effective Date (Estimated)	**January 1, 2027**

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.

i) Cover letter, indicating the scope of the proposal. The letter should include an overview of the services being offered. In addition, the letter should include a statement indicating acceptance of the standard contract (See Section 16(6)) and clearly identify any proposed changes to the standard contract. 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,)

ii) Corporate Structure and Credentials

(1) Number of years of experience
(2) The Offeror shall provide a list of three references where similar services were provided. MSU may contact these references to determine the quality of services rendered; such information will be considered in the evaluation of the bid. The list must include contact person, telephone number, name of institution or agency, and number of employees at institution or agency.
(3) Staffing levels and support proposed.
(4) Provide information on those individuals assigned to work with MSU, including a description of their experience. Specifically, identify one service manager to handle MSU's account including his/her name, qualifications and other accounts assigned to this manager.
(5) Proposals should include a description of the security plan used by the proposing firm to ensure adequate background checks on employees. MSU would be strongly opposed to having anyone on campus (servicing equipment, etc.,) that could be considered a potential hazard to the University, faculty and staff, and students. This would include but not be limited to convicted sex-offenders or convicted felons.

iii) Operations and Ability to Perform

(l) 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.

(2) Describe how services will be provided to the campus

(3) Provide samples of any reports that will be available to show such things as locations served, number of pounds collected at each, breakdown by commodity group, etc.

(4) Proposed schedule for implementation of program

iv) Efficiencies and Sustainability

(1) Provide a plan of steps that will be taken to improve sustainability issues on MSU's campus and affiliated areas.
(2) Describe techniques and tools that your company will utilize to improve MSU's diversion rate.
(3) Provide examples of technology and mechanisms that your company has used in the past to reduce contamination of recycled material
(4) Contractors should explain how they will assist the university with increasing recycling tonnage for the program.

v) Signed copy of Signature Page, Appendix A

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

- Projected Financial Cost to MSU
- Complete Cost Page Appendix B

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:

i) Projected Financial Cost to MSU - This shall be the anticipated cost to MSU during the term of the contract based upon the proposal.

ii) Corporate Structure, Credentials and Prior Experience - MSU will be attempting to determine the probability of future success of the program based upon the organizational structure, and proven experience of the proposer.

iii)Operations and Plan to Perform -MSU will be attempting to determine the probability of future success of the program based upon the proposer's plans for providing the service. This will include an evaluation of the breadth of services available to MSU.

iv)Efficiencies and Sustainability- MSU will be attempting to dete1mine any increased efficiencies for the institution. MSU will also be considering 'Sustainability' issues such as; health, environment, recycling, waste minimization, etc.

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):

- Projected Financial Cost to MSU - 50 Pts
- Corporate Structure, Credentials, and Prior Experience – 15 Pts
- Operations and Plan to Perform - 25 Pts
- Efficiencies and Sustainability-10 Pts

8. PROPOSAL SUBMISSION

Responses Submitted Electronically in Bully Buy:

If you did not receive an invitation to reply in Bully Buy, contact the person on page one and request an invite.

Technical Proposal: Proposal must be submitted in PDF format and state "Technical Proposal" in the title of the document. This document must be separate from the cost proposal or the response may be considered non-responsive.

Cost Proposal: Cost proposal must be submitted in PDF format and state "Cost Proposal" in the title of the document. This document must be separate from the technical proposal or the response may be considered non-responsive.

Responses Submitted Physically:

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.

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 proposal package must be received on or before the date/time listed on Page 1**.** It is the responsibility of the respondent to ensure that the proposal package arrives at Mississippi State University on time. The proposal package should be delivered or sent by mail to the address listed on Page 1.

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 can be electronic.

MSU reserves the right to reject any or 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. RFP submissions via facsimile or email are not acceptable. Responses will only be valid if mailed and received by the due date/time or if submitted through an approved electronic system.

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.

- **<u>Option 1</u>** – 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 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 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, 2027. However, upon mutual agreement of both parties, in writing, it may be renewed for up to three additional 24- month periods.

MSU reserves the right to terminate this agreement with thirty (30) days-notice, by the Director of Contract Administration 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. DISCLOSURE OF PROPOSAL CONTENTS

Proposals will be kept confidential until evaluations and award are completed by MSU. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential.

IMPORTANT! The offeror/proposer should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated 25-61-9 and 79-23 1 (1972, as amended). Each page of the proposal that the proposer considers trade secrets or confidential commercial or financial information should be on a different color paper than non-confidential pages and be marked in the upper right-hand corner with the word "CONFIDENTIAL."

Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request.

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. The technical proposal should include any desired changes to the standard contract. It should also be noted that there are many clauses which the MSU cannot change (see Standard Addendum). Significant changes to the standard contract may be cause for rejection of a proposal. Both documents can be found here: https://www.contracts.msstate.edu/resources/standard-forms.

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: ____