**LIBRARY**

**RFP No:** INSERT NUMBER

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until INSERT DUE DATE **@ 3:00 p.m.** Central Time for the acquisition of the products/services described below for **INSERT AGENCY NAME**.

|  |
| --- |
| **INSERT DESCRIPTION**MANDATORY VENDOR CONFERENCE: (DATE) |
|  | NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO |  |
| EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS. |  |

**The Vendor must submit proposals and direct inquiries to:**

CONTACT NAME

Position

Address

Contact Information

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO RFP NO. **INSERT NUMBER**

due **INSERT DUE DATE** @ 3:00 p.m., ATTENTION: Contact Name

**Signature**

**LIBRARY RFP Response Checklist**

RFP Response Checklist: These items should be included in your response to RFP No.

**INSERT NUMBER**.

1) One clearly marked original response and **INSERT NUMBER** identical copy/copies of the complete proposal. Label the front and spine of the three- ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.

2) *Submission Cover Sheet*, signed and dated

3) *Proposal Bond,* if applicable

4) *Proposal Exception Summary*, if applicable

5) Vendor response to *RFP Questionnaire*

6) Point-by-point response to *Technical Specifications*

7) Vendor response to *Cost Information Submission*

8) *References*

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# SECTION I

### SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person (**LIBRARY**) should contact for questions and/or clarifications.

Name Phone # Address Fax #

E-mail

Subject to acceptance by **LIBRARY**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A, included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Name (typed or printed)

Title

Company name

Physical address

 /

**Original signature** of Officer in Bind of Company/Date

State of Incorporation

**CONFIGURATION SUMMARY**

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

**PROPOSAL BONDS**

A Proposal Bond is not required for this procurement. or

Attach Proposal Bond here.

# SECTION II

### PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **LIBRARY** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the LIBRARY’s sole discretion, result in the disqualification of the Vendor’s proposal.

2. The LIBRARY has no obligation to locate or acknowledge any information in the Vendor’s proposal that is not presented under the appropriate outline according to these instructions and in the proper location.

3. The Vendor’s proposal must be received, in writing, by the **LIBRARY** by the date and time specified. **LIBRARY** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.

4. Proposals or alterations by fax, e-mail, or phone will not be accepted.

5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor’s original submission must be clearly identified as the original. The Vendor’s original proposal must include the Proposal Bond, (if explicitly required in Section IV).

6. **LIBRARY** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.

7. **LIBRARY** reserves the right to waive any defect or irregularity in any proposal procedure.

8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the LIBRARY determines that the Vendor has altered any language in the original RFP, the LIBRARY may, in LIBRARY sole discretion, disqualify the Vendor from further consideration. The RFP issued by **LIBRARY** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

9. The Vendor must conform to the following standards in the preparation of the Vendor’s proposal:

9.1 The Vendor is required to submit one clearly marked original response and **INSERT NUMBER** identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.

9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the

RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

9.3 Number each page of the proposal.

9.4 Respond to the sections and exhibits in the same order as this RFP.

9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.

9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*.

9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with “NOT APPLICABLE.”

9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.

9.9 When an outline point/attachment is a statement provided for the Vendor’s information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.

9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.

9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.

10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

11. **LIBRARY** reserves the right to request additional information or clarification of a Vendor’s proposal. The Vendor’s cooperation during the evaluation process in providing **LIBRARY** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor’s overall responsiveness. Lack of such cooperation or failure to

provide the information in the manner required may, at the LIBRARY’s discretion, result in the disqualification of the Vendor’s proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **LIBRARY**.

13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:

13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.

13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.

13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

13.5 The Vendor must submit a statement outlining the circumstances for the clarification.

13.6 The Vendor must submit one clearly marked original and **INSERT NUMBER**

copy/copies of the clarification.

13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

14. Communications with LIBRARY

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or

employee, member of the legislature or legislative employee except as noted herein. To

ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the LIBRARY’s contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the LIBRARY in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the LIBRARY web site. Vendors failing to comply with this requirement will be subject to disqualification.

14.1 The LIBRARY’s contact person for the selection process is: Name, Position, Address, Contact Information

14.2 Vendor may consult with LIBRARY representatives as designated by the LIBRARY’s contact person identified above in response to LIBRARY-initiated inquiries. Vendor may consult with LIBRARY representatives during scheduled oral presentations and demonstrations excluding site visits.

# SECTION III

### VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. Interchangeable Designations

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the term “LIBRARY” may be used throughout this RFP to denote the entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf LIBRARY is issuing the RFP.

2. Vendor’s Responsibility to Examine RFP

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. Proposal as Property of LIBRARY

All written proposal material becomes the property of the LIBRARY.

4. Written Amendment to RFP

Any interpretation of an **LIBRARY** RFP will be made by written amendment only. The LIBRARY will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **LIBRARY** website, together with the associated RFP specification. Vendors are required to check the **LIBRARY** website periodically for RFP amendments before the proposal opening date at:

http://www.LIBRARY

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **LIBRARY** website, you may contact the **LIBRARY** technology consultant and request a copy.

5. Oral Communications Not Binding

Only transactions which are in writing from **LIBRARY** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any LIBRARY employee.

6. Vendor’s Responsibility for Delivery

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The LIBRARY will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. Evaluation Criteria

The LIBRARY's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor’s past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information

concerning evaluation criteria is presented in *Technical Specifications*.

8. Multiple Awards

**LIBRARY** reserves the right to make multiple awards.

9. Right to Award in Whole or Part

**LIBRARY** reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the LIBRARY.

10. Right to Use Proposals in Future Projects

The LIBRARY reserves 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 LIBRARY 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 LIBRARY and requires the agreement of the proposing Vendor. The LIBRARY’s 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.

11. Right to Use Proposals in Future Projects by Entities Within or Outside Mississippi

The LIBRARY reserves the right to offer 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 by governmental entities with-in or outside Mississippi (i.e., “piggyback option”), if (a) it is deemed to be in the best interest of the governmental entity desiring 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 outside Mississippi is solely at the discretion of the LIBRARY, and requires the desire of the governmental entity outside Mississippi and the agreement of the proposing Vendor. The LIBRARY’s decision to consent to the reuse of an awarded proposal outside Mississippi will be based upon such criteria as: (1) the governmental entity’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.

12. Price Changes During Award or Renewal Period

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the LIBRARY will always take advantage of price decreases.

13. Right to Request Information

The LIBRARY reserves the right to request information relative to a Vendor’s references and financial status and to visit a Vendor’s facilities during normal working hours. The LIBRARY also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor’s cost proposal. The LIBRARY reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the LIBRARY is aware, even if that customer is not included in the Vendor’s list of references.

14. Vendor Personnel

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor’s proposal:

14.1 A direct telephone number at which the individual may be contacted for a telephone interview. The LIBRARY will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

14.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.

14.3 That the individual is proficient in spoken and written English;

14.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all United States Citizenship and Immigration Services (USCIS) regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.

14.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the LIBRARY. This requirement includes the responsibility for ensuring all non- citizens maintain current USCIS eligibility throughout the duration of the contract.

15. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the LIBRARY’s business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor’s software; and/or providing web-hosting, hardware, networking or other processing services on the LIBRARY’s behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the LIBRARY. The LIBRARY recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to LIBRARY corporate policies or agreements. The LIBRARY must understand these issues in order to decide to what degree they may impact the LIBRARY’s ability to conduct business for this project.

These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the LIBRARY with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the LIBRARY.

16. Best and Final Offer

The LIBRARY reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the LIBRARY believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the LIBRARY, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the LIBRARY. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the LIBRARY that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The LIBRARY may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the LIBRARY and receipt from the Vendors under a precise schedule.

17. Restriction on Advertising

The Vendor must receive written approval from the LIBRARY before advertising or referencing the award of the contract or the services being provided. The Vendor must

agree not to refer to awards in commercial advertising in such a manner as to LIBRARY or imply that the LIBRARY services are endorsed or preferred by the LIBRARY

18. Rights Reserved to Use Existing Product Contracts

The LIBRARY reserves the right on turnkey projects to secure certain products from other existing **LIBRARY** contracts if it is in LIBRARY best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

19. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal.

Information submitted must be sufficiently detailed to substantiate that the

products/services offered meet or exceed specifications.

20. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of

the contract is done at the Vendor’s sole risk. The LIBRARY is under no obligation to pay for work done prior to the execution of a contract.

# SECTION IV

### LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **LIBRARY** successfully.

1. Acknowledgment Precludes Later Exception

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission*

*Cover Sheet* may not later take exception to any item in the RFP during contract

negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. Failure to Respond as Prescribed

Failure to respond as described in: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. Contract Documents

**LIBRARY** will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **LIBRARY** and the Vendor:

3.1 The *Proposal Exception Summary Form* as accepted by **LIBRARY**;

3.2 Contracts which have been signed by the Vendor and **LIBRARY**;

3.3 **LIBRARY’** Request for Proposal, including all addenda;

3.4 Official written correspondence from **LIBRARY** to the Vendor;

3.5 Official written correspondence from the Vendor to **LIBRARY** when clarifying the

Vendor’s proposal; and

3.6 The Vendor’s proposal response to the **LIBRARY** RFP.

4. Order of Precedence

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as

listed above unless modification of order is negotiated and agreed upon by both **LIBRARY** and the winning Vendor.

5. Additional Contract Provisions

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the LIBRARY.

6. Contracting Agent by Law

The Director of **LIBRARY** is, by law, the purchasing and contracting agent for the LIBRARY in the negotiation and execution of all contracts for acquisitions.

7. Mandatory Legal Provisions

7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.

7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

7.3 The Vendor shall have no limitation on liability for claims related to the following items:

7.3.1 Infringement issues;

7.3.2 Bodily injury;

7.3.3 Death;

7.3.4 Physical damage to tangible personal and/or real property; and/or

7.3.5 The intentional and willful misconduct or negligent acts of the

Vendor and/or Vendor’s employees or subcontractors.

7.4 All requirements that the LIBRARY pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.

7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

|  |  |  |
| --- | --- | --- |
|  | 7.7 | The State of Mississippi does not waive LIBRARY sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees. |
| 7.8 | The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor’s products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes. |
| 7.9 | The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor. |
|  |  |  |
|  | 8.1 | Award of Contract - A contract is considered to be awarded to a proposer once the proposer’s offering has been approved as lowest and best proposal through: |
|  |  | 8.1.1 Written notification made to proposers on **LIBRARY** letterhead, or |
|  |  | 8.1.2 Notification posted to the **LIBRARY** website for the project, or |
|  |  | 8.1.3 Purchase Order authorization executed for the project, or |
|  |  | 8.1.4 The **LIBRARY** Board’s approval of same during an open session of the Board. |
|  | 8.2 | **LIBRARY** statute specifies whether **LIBRARY** Director approval or **LIBRARY** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract. |
|  | 8.3 | A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **LIBRARY** Protest Procedure and Policy. In the event of a valid protest, the State may, at LIBRARY sole discretion, continue the procurement or stay the procurement in accordance with the **LIBRARY** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved. |

### 8. Approved Contract

9. Contract Validity

All contracts are valid only if signed by the Director of **LIBRARY**.

10. Order of Contract Execution

Vendors will be required to sign contracts and to initial all contract changes before the

Director of **LIBRARY** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring LIBRARY entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring LIBRARY entity.

12. **~~CP-1 Requirement~~**

~~All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by~~ **~~LIBRARY~~**~~. This requirement does not apply to acquisitions that by policy have been delegated to LIBRARY entities.~~

13. **~~Requirement for Electronic Payment and Invoicing~~**

~~13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government’s Enterprise Resource Planning (ERP) solution (“MAGIC”) will be made electronically, via deposit to the bank account of the Vendor’s choice. The awarded Vendor must enroll and be activated in PayMode™, the State’s current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website:~~ [~~http://portal.paymode.com/ms/.~~](http://portal.paymode.com/ms/) ~~Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting~~ ~~mash@dfa.ms.gov.~~

~~13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.~~

~~13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.~~

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from **LIBRARY,** unless **LIBRARY** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this RFP. **LIBRARY** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the LIBRARY may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor’s proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **LIBRARY** consents to a different period.

15. Prime Contractor

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for

the fulfillment of the contract with the LIBRARY.

16. Sole Point of Contact

**LIBRARY** will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor’s commitments are binding on all such parties and consequently the LIBRARY is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the LIBRARY from any contractor, third party or subcontractor without the LIBRARY having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party’s name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the LIBRARY, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the LIBRARY. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of LIBRARY obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor’s proposal and subsequently accepted by the LIBRARY.

17. LIBRARY Approval of Subcontractor Required

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the LIBRARY. **LIBRARY** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. Inclusion of Subcontract Agreements

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor’s proposal.

19. Negotiations with Subcontractor

In order to protect the LIBRARY’s interest, **LIBRARY** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and LIBRARY subcontractor after award of the contract.

20. References to Vendor to Include Subcontractor

All references in the RFP to “Vendor” shall be construed to encompass both the Vendor and LIBRARY subcontractors.

21. Outstanding Vendor Obligations

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **LIBRARY** is the contracting agent and who has received written notification from **LIBRARY** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **LIBRARY** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the LIBRARY, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **LIBRARY** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the LIBRARY required to make arrangement for fulfilling outstanding obligations to the satisfaction of the LIBRARY in order for the proposal to be considered.

21.3 The LIBRARY, at LIBRARY sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the LIBRARY or who is in bankruptcy at the time of proposal submission.

22. Equipment Condition

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **LIBRARY** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. Delivery Intervals

The Vendor’s proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. Pricing Guarantee

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will

remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must

be guaranteed for a minimum of ninety (90) days.

25. Shipping Charges

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the LIBRARY with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. Amortization Schedule

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

###  27. Americans with Disabilities Act Compliance for Web Development and Portal

### Related Services

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility

Initiative (WAI) of the W3C.

28. Ownership of Developed Software

28.1 When specifications require the Vendor to develop software for the LIBRARY, the Vendor must acknowledge and agree that the LIBRARY is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The LIBRARY may be willing to grant the Vendor a nonexclusive license to use the LIBRARY’s software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. Ownership of Custom Tailored Software

In installations where the Vendor’s intellectual property is modified and custom-tailored to meet the needs of the LIBRARY, the Vendor must offer the LIBRARY an application license entitling the LIBRARY to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. Terms of Software License

The Vendor acknowledges and agrees that the term of all software licenses provided to the LIBRARY shall be perpetual unless stated otherwise in the Vendor’s proposal.

31. The LIBRARY is Licensee of Record

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for LIBRARY use in LIBRARY company name. Upon award of a project, the Vendor must ensure that the LIBRARY is properly licensed for all software that is proposed for use in a project.

32. Compliance with Enterprise Security Policy

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi’s Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile

devices, disposal of hardware/media, and application assessment/certification. Given

that information security is an evolving technology practice, the LIBRARY reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi. Vendors wanting to view the Enterprise Security Policy should contact the Technology Consultant listed on the cover page of this RFP.

33. Negotiating with Next-Ranked Vendor

Should the LIBRARY cease doing business with any Vendor selected via this RFP process, for any reason, the LIBRARY reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

~~Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the~~ **~~STATE~~** ~~Public Records Procedures established in accordance with the Mississippi Public Records Act. The~~ **~~STATE~~** ~~Public Records Procedures are available in Section 019-010 of the~~ **~~STATE~~** ~~Procurement Handbook, on the~~ **~~STATE~~** ~~Internet site at:~~

[~~http://www.STATE.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#pa~~](http://www.STATE.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#pa ) ~~ge=155 or from~~ **~~LIBRARY~~** ~~upon request.~~

~~As outlined in the Third Party Information section of the~~ **~~STATE~~** ~~Public Records Procedures,~~ **~~LIBRARY~~** ~~will give written notice to any affected Vendor of a request to view or reproduce the Vendor’s proposal or portion thereof.~~ **~~LIBRARY~~** ~~will not, however, give such notice with respect to summary information prepared in connection with the LIBRARY’s review or evaluation of a Vendor’s proposal, including, but not limited to, written presentations to the~~ **~~LIBRARY~~** ~~Board or other approving bodies, and/or similar written documentation prepared~~

~~for the project file. In addition,~~ **~~LIBRARY~~** ~~will not provide third-party notice for requests for any contract executed as a result of this RFP.~~

~~Summary information and contract terms, as defined above, become the property of~~ **~~LIBRARY~~**~~, who has the right to reproduce or distribute this information without notification.~~

~~Vendors should further be aware that requests for disclosure of proposal information are sometimes received by~~ **~~LIBRARY~~** ~~significantly after the proposal opening date.~~ **~~LIBRARY~~** ~~will notify the signatory “Officer in Bind of Company” provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the “Officer in Bind of Company” should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.~~

35. Risk Factors to be Assessed

The LIBRARY will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The LIBRARY, at LIBRARY sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. Proposal Bond

The Vendor {must/is not required to} (TC should indicate one or the other) include a proposal bond in the amount of INSERT AMOUNT with LIBRARY RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected./ is not required to include a proposal bond with LIBRARY RFP proposal} (TC should select one sentence and delete the other.)

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier’s check (hereinafter, “security”) payable to the **INSERT AGENCY NAME**, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor’s proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor’s proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in LIBRARY proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor’s written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor’s proposal, including documented exceptions, within fifteen (15) working days after the Vendor’s initial receipt of the project contract from **LIBRARY**, unless an extension is agreed to by **LIBRARY.**

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the LIBRARY has

no obligation to accept any proposed exception. Should the LIBRARY decide, at LIBRARY sole discretion and at any point in the process, that an exception is NOT acceptable, **LIBRARY** will reject the Vendor’s proposal and return the Vendor’s security.

The Vendor’s security will be returned promptly after **LIBRARY** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **LIBRARY** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **LIBRARY** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. Performance Bond/Irrevocable Bank Letter of Credit

The Vendor {must/is not required to} (TC should indicate one or the other) include the price of a performance bond or irrevocable bank letter of credit with LIBRARY RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at

the Vendor’s expense prior to the execution of the contract and may be invoiced to

**INSERT AGENCY NAME** after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the LIBRARY’s sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to **LIBRARY**, on behalf of **INSERT AGENCY NAME**, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the LIBRARY. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the LIBRARY and the successful Vendor and shall be payable to **INSERT AGENCY NAME**, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the LIBRARY has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor’s proposal by the delivery dates agreed upon by the parties. The LIBRARY may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the LIBRARY within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the LIBRARY’s sole discretion, the LIBRARY may, at any time during the warranty period, review Vendor’s performance and performance of the products/services delivered and

determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. Responsibility for Behavior of Vendor Employees/Subcontractors

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any LIBRARY property . Any Vendor employee or

subcontractor acting in a manner determined by the administration to be detrimental, abusive, or offensive to any of the staff or patrion will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

~~The Director of~~ **~~LIBRARY~~** ~~and/or the Board Members of~~ **~~LIBRARY~~** ~~or their designees shall have the authority to resolve Vendor protests in connection with the selection for award~~

~~of a contract. Copies of the protest procedures are available on the~~ **~~LIBRARY~~** ~~Internet site -~~

**~~LIBRARY~~** ~~Protest Procedure and Policy, Section 019-020,~~ **~~LIBRARY~~** ~~Procurement Handbook at:~~

[~~http://www.LIBRARY.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#pa~~](http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#pa) ~~ge=173 or from~~ **~~LIBRARY~~** ~~upon request.~~

40. **Protest Bond**

~~Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the~~ **~~LIBRARY~~** ~~Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of~~

~~the RFP, as defined in the~~ **~~LIBRARY~~** ~~Protest Procedure and Policy. The outside of the~~

~~envelope must be marked “Protest” and must specify RFP number~~ **~~INSERT NUMBER~~**~~.~~

~~As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the~~ **~~LIBRARY~~** ~~Executive Director with LIBRARY written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or $250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by~~ **~~LIBRARY~~** ~~in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the LIBRARY is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor’s expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond,~~ **~~LIBRARY~~** ~~reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the LIBRARY may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The LIBRARY may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of~~

~~1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the LIBRARY may have at law or in equity.~~

~~Should the written protest submitted by the Vendor fail to comply with the content requirements of~~ **~~LIBRARY’~~** ~~protest procedure and policy, fail to be submitted within the prescribed time limLIBRARY, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the~~ **~~LIBRARY~~** ~~Director~~.

41. Mississippi Employment Protection Act

Effective **DATE**, Vendor acknowledges that if awarded, it will ensure LIBRARY compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and

Immigration Responsibility Act of 1996 that is operated by the United States Department

of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the LIBRARY and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the LIBRARY.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the STATE of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any LIBRARY or public contract and ineligibility for any LIBRARY or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the LIBRARY due to contract cancellation or loss of license or permit.

# SECTION V

### PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or LIBRARY “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with ”shall” or “must,” as long as the following are true:

1.1 The specification is not a matter of State law;

1.2 The proposal still meets the intent of the RFP;

1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal; and

1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal *Exception Summary Form*.

2. The Vendor has no liability to provide items to which an exception has been taken. **LIBRARY** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **LIBRARY** will discuss each exception and take one of the following actions:

2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;

2.2 **LIBRARY** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;

2.3 **LIBRARY** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or

2.4 None of the above actions is possible, and **LIBRARY** either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.

3. Should **LIBRARY** and the Vendor reach a successful agreement, **LIBRARY** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by **LIBRARY**, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the LIBRARY.

5. The LIBRARY desires to award this RFP to a Vendor or Vendors with whom there is a

 high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the LIBRARY's RFP, including the *Standard Contract*, if included herein. As such, Vendors whose proposals, in the sole opinion of the LIBRARY, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **LIBRARY** in the past, **LIBRARY** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **LIBRARY** or participated in contract negotiations with **LIBRARY** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

# PROPOSAL EXCEPTION SUMMARY FORM

**List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.**

|  |  |  |  |
| --- | --- | --- | --- |
| **LIBRARY** RFP Reference | Vendor ProposalReference | Brief Explanation ofException | **LIBRARY** Acceptance (sign here only if accepted) |
| (Reference specific outline point to which exception is taken) | (Page, section, items in Vendor’s proposal where exception is explained) | (Short description of exception being made) |  |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 6. |  |  |  |
| 7. |  |  |  |

# SECTION VI

### RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **~~Mississippi’s Accountability System for Government Information and~~**

**~~Collaboration (MAGIC) Information for LIBRARY of Mississippi Vendor File~~**

~~1.1~~ **~~MAGIC Vendor Code~~**~~: Any Vendor who has not previously done business with the LIBRARY and has not been assigned a MAGIC Vendor code should visit the following link to register:~~

**~~Error! Hyperlink reference not valid.~~**~~https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda\_e\_suco\_sreg?sap-client=100~~

~~Vendors who have previously done business with the State may obtain their MAGIC Vendor code and all Vendors may access additional Vendor information at the link below.~~

[~~http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/~~](http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/)

~~All Vendors must furnish~~ **~~LIBRARY~~** ~~with their MAGIC Vendor code.~~

~~MAGIC Vendor Code:~~

1.2 Vendor Self-Certification Form**:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

<http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf>

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

If Vendor is claiming status as a Minority Business Enterprise or Woman Business Enterprise, the Vendor must include a copy of their Minority Vendor Self-Certification Form with their RFP response.

2. Certification of Authority to Sell

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. Certification of No Conflict of Interest

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or LIBRARY employees in selling to the LIBRARY. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **LIBRARY** jurisdiction or to any governing authority? (A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. Pending Legal Actions

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor’s proposal? (A yes or no answer is required.)

4.2 Are there any criminal or civil proceedings (federal or state) pending against the Vendor or LIBRARY principals or employees that pertain to any public procurement within the State of Mississippi or elsewhere? (A yes or no answer is required.)

4.3 If your answer to either of the above is “yes”, provide a copy of same and state with specificity the current status of the proceedings.

4.4 The LIBRARY, at LIBRARY sole discretion, may reject the proposal of a Vendor who (a) has criminal or civil proceedings pending that pertain to a public procurement within Mississippi or elsewhere, or (b) has lawsuits or other legal proceedings pending that pertain to any of the products or services which are part of the Vendor’s proposal.

5. Non-Disclosure of Social Security Numbers

Does the Vendor agree that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that

contains the Social Security Number of an individual, has mechanisms in place to

prevent the inadvertent disclosure of the individual’s Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual’s Social Security Number? This agreement is required by Section

25-1-111 of the Mississippi Code Annotated.

6. Order and Remit Address

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

7. Taxpayer Identification Number

Vendor must specify their taxpayer identification number.

8. Web Amendments

As stated in Section III, **LIBRARY** will use the **LIBRARY** website to post amendments regarding

RFPs before the proposal opening at:

httpp://www.LIBRARY

**LIBRARY** may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **LIBRARY** amendments for RFPs as above stated? (A yes or no answer is required.)

9. Certification of Liability Insurance

Vendor must provide a copy of their Certificate of Liability Insurance with their RFP

response.

10. E-Verify Registration Documentation

Vendor must ensure LIBRARY compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008). Vendor must provide documentation of their E-Verify compliance with their RFP response. See Section IV, Item 41 for additional information.

11. System for Award Management (SAM) Registration Documentation **– NOTE: THIS ITEM SHOULD BE DELETED IF THE CUSTOMER IS NOT SPENDING FEDERAL FUNDS.**

Vendor must include a copy of their registration with the Federal Government’s System for Award Management (SAM) with their RFP response.

# SECTION VII

### TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.

1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the LIBRARY’s sole discretion, being subject to disqualification.

1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the LIBRARY that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.

1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.

1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” ~~(See Section V, for additional instructions regarding Vendor exceptions.)~~

1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.

1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions or No Mandatory Provisions in Technical Requirements for this RFP

2.1 Certain items in the technical specifications of this RFP are MANDATORY.

Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.

2.2 Mandatory requirements are those features classified as “M” (Mandatory) in the Requirements Matrix in Section VII, Item 12: *Technical Specifications – Requirements Matrix*. “Meeting a mandatory requirement” means the Vendor

of software package).

2.3 On-site attendance at the Vendor Conference on <Mandatory Vendor Conference Date> is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

3. General Overview and Background

4. Procurement Project Schedule

**{Note: Use, cull or add as many tasks as necessary to reflect your project’s dynamics. Content of Date cells may be ranges if needed, for example mm/dd/yy – mm/dd/yy}**

**Task Date**

First Advertisement Date for RFP mm/dd/yy

Second Advertisement Date for RFP mm/dd/yy

Vendor Conference <3:00 p.m.> Central

Time on mm/dd/yy

Deadline for Vendor’s Written Questions 3:00 p.m. Central

Time on mm/dd/yy

Deadline for Questions Answered and

Posted to LIBRARY Web mm/dd/yy Open Proposals mm/dd/yy Evaluation of Proposals mm/dd/yy LIBRARYBoardPresentation mm/dd/yy Contract Negotiation mm/dd/yy Proposed Project Implementation Start-up mm/dd/yy Project Go-Live Deadline mm/dd/yy

5. Statement of Understanding

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) in the

RFP that is in question.

5.1.2 Vendor must deliver a written document to <TECHNOLOGY CONSULTANT> at **LIBRARY** by <DAY, DATE> at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or

fax. Address information is given on page one of this RFP. The fax number is xxx-xxx-xxxx. **LIBRARY WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS**. It is solely the responsibility of the vendor that the clarification document reaches **LIBRARY** on time. Vendors may contact <TECHNOLOGY CONSULTANT> to verify the receipt of their document. Documents received after the deadline will be rejected.

5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **LIBRARY** web site by close of business on <DAY, DATE>.

6. Technical Requirements

6.1 If any component(s) necessary for operation of the requested system is omitted from Vendor’s proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational. – THIS LIST NEEDS TO BE CUSTOMIZED, BASED ON WHAT IS BEING PURCHASED.

6.2

7. Installation

7.1

7.2

8. Training

8.1

8.2

9. Warranty/Maintenance

9.1

9.2

10. Additional Requirements

10.1 **LIBRARY** acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

11. Scoring Methodology

11.1 An Evaluation Team composed of <IDENTIFY 3rd PARTY> and **LIBRARY** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

11.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

11.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.

11.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the LIBRARY at no additional charge, which, in the sole judgment of the LIBRARY, provide both benefit and value to the LIBRARY significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.

11.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

|  |  |
| --- | --- |
| **Category** | **Possible****Points** |
| Non-Cost Categories: |  |
|  |  |
|  |  |
| Total Non-Cost Points |  | 55 |  |
| Cost |  | 45 |  |
| Total Base Points |  | 100 |  |
| Value Add |  | 5 |  |
| **Maximum Possible Points** | **105** |

11.2 The evaluation will be conducted in four stages as follows**:**

11.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in

rejection of the proposal.

11.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

11.2.2.1 Non-cost categories and possible point values are as follows:

|  |  |
| --- | --- |
| **Non-Cost Categories** | **Possible Points** |
|  |  |
|  |  |
| **Maximum Possible Points** | **55** |

11.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

11.2.2.3 LIBRARY scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The ‘Meets Specs’ score for each category is 90% of the total points allocated for that category. For example, the

‘XXXXX’ category was allocated XX points; a proposal that fully met all requirements in that section would have scored XX points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefLIBRARY to the LIBRARY.

11.3 Stage 3 – Cost Evaluation

11.3.1 Points will be assigned using the following formula: (1-((B-A)/A))\*n

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

11.3.2 Cost categories and maximum point values are as follows:

|  |  |
| --- | --- |
| **Cost Category** | **Possible Points** |
| Lifecycle Cost | 45 |
| **Maximum Possible Points** | **45** |

**CUSTOMIZE THIS SECTION TO FIT YOUR RFP**)

11.4.1 On-site Demonstrations and Interviews

11.4.1.1 At the discretion of the LIBRARY, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

11.4.1.2 If requested, Vendors must be prepared to make on- site demonstrations of system functionality and/or proposal clarifications to the evaluation team and LIBRARY affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

11.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

11.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

11.4.2 Site Visits

11.4.2.1 At the LIBRARY’s option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

11.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visLIBRARY, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor’s final score.

*RFP No.:* ***INSERT NUMBER*** *Section VIII: Cost Information Submission Project No.:* ***INSERT PROJECT NUMBER*** *Revised: 7/1/2013*

# SECTION VIII

### COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the LIBRARY or face disqualification.

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# SECTION IX

### REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference

Forms.

1. References

1.1 The Vendor must provide at least **INSERT NUMBER** references consisting of Vendor accounts that the LIBRARY may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

1.2 Any of the following may subject the Vendor’s proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the LIBRARY’s sole discretion:

1.2.1 Failure to provide reference information in the manner described;

1.2.2 Inability of the LIBRARY to substantiate minimum experience or other requirements from the references provided;

1.2.3 Non-responsiveness of references to the LIBRARY's attempts to contact them; or

1.2.4 Unfavorable references that raise serious concerns about material risks to the LIBRARY in contracting with the Vendor for the proposed products or services.

1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;

1.3.2 The reference installation must have been operational for at least six (6) months.

1.4 The LIBRARY reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the LIBRARY is aware, including the procuring agency and/or other agencies or institutions of the LIBRARY, even if that customer is not included in the Vendor’s list of references, and to utilize such information in the evaluation of the Vendor's proposal.

1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the LIBRARY will be used as follows:

1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;

1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.

1.6 The LIBRARY reserves the right to forego reference checking when, at the LIBRARY's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the LIBRARY.

2. Subcontractors

The Vendor’s proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and INSERT NUMBER references for whom the subcontractor has performed work that the LIBRARY may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The LIBRARY reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the LIBRARY's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the LIBRARY does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM **Complete** INSERT NUMBER **Reference Forms.**

Contact Name: Company Name: Address:

Phone #: E-Mail:

Project Start Date: Project End Date:

Description of product/services/project, including start and end dates:

SUBCONTRACTOR REFERENCE FORM **Complete a separate form for each subcontractor proposed.**

Contact Name: Company name: Address:

Phone #: E-Mail:

Scope of services/products to be provided by subcontractor:

**Complete** INSERT NUMBER **Reference Forms for each Subcontractor.**

Contact Name: Company name: Address:

Phone #: E-Mail:

Description of product/services/project, including start and end dates:

# EXHIBIT A

### STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **LIBRARY**. The inclusion of this contract does not preclude **LIBRARY** from, at LIBRARY sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.