

Mid-Continent Public Library Request for Proposal (RFP)

2024-002 Fund Accounting Software

Date Issued: August 2, 2024

Date Proposals are Due: September 16, 2024, at 2:00 PM Central Time

Introduction

The Consolidated Public Library District #3, known as Mid-Continent Public Library (“Library”) Is accepting proposals (“Proposal(s)”) for a cloud-based fund accounting software system including installation, training, and technical support (the “Project”). The intent is to obtain information leading to the selection of a fund accounting system that will best meet the needs of the Library.

All Proposals are due no later than 2:00 PM Central Time, on September 16, 2024.

Respondents shall deliver the completed Proposal in accordance with the Proposal Requirements of this RFP.

Attempts by or on behalf of a Respondent to contact or to influence any member of the selection committee, any member of the Board of Trustees, or any employee of the Library regarding acceptance of a Proposal may lead to elimination of that Respondent from further consideration.

To maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues are to be directed through email only to Jeremy Willmoth, jwillmoth@mymcpl.org in accordance with this RFP. Inquiries or requests for clarification submitted will be accepted until 2:00 PM Central Time August 16, 2024.

The Library may modify or cancel the RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation to all Respondents who are participating in the process at the time the Addendum/Cancellation is issued. All questions concerning the RFP must reference the RFP page number and Section heading. Questions will be answered and in the form of a Q&A document posted to the Library’s website as noted below:

<https://www.mymcpl.org/library-information/working-with-mcpl/requests-for-proposal>.

Respondents should monitor the Library’s website for updates/ information/ addenda/ cancellations. Verbal modifications to the RFP shall not be binding on the Library.

Proposals may be changed or withdrawn prior to the deadline for proposals. All such changes and withdrawals must be submitted in writing and received prior to the

deadline for Proposals. After the deadline for Proposals, no change in prices or other provisions prejudicial to the interest of the Library or fair competition shall be permitted.

It is anticipated that the Proposals will be considered by the Library's Board of Trustees at the November 19, 2024, meeting after consideration by the Selection Committee and the recommendation to the Library Director.

The Library District reserves the right to reject all Proposals and to waive formalities in the best interests of the Library.

About the Library

The Library District is a political subdivision of the State of Missouri. The Board of Trustees ("Board") of the Library District is a body corporate with all powers and rights of like or similar corporations serving more than 840,000 Library District residents. All management and control of the Library District is vested in a Board of Trustees consisting of twelve Trustees, with four each being appointed by the County they represent.

The Board appoints a qualified librarian who is the Library Director and Chief Executive Officer and services at the pleasure of the Board.

The Library District consists of 36 facilities, the administrative headquarters, the Blue Springs warehouse plus 34 branches. The total annual operating budget in FY 2024-25 is \$80.7 million with property taxes representing approximately 97% of revenues. The Library employs approximately 546 Full Time Equivalent positions approved by the Library District's Board of Trustees. The District is located within the taxing jurisdiction of Clay, Platte, and Jackson Counties, excluding the Kansas City Public Library District and North Kansas City Public District.

Scope of Work

The following Scope of Work provides an overview of the Project. The Library is seeking a technological solution for our accounting needs that utilizes a fund accounting structure. We are seeking a solution that is user-friendly and provides accurate and timely financial information. The required features include:

- General Ledger/Cash receipting
- Accounts Payable/Receivable
- Fixed Assets
- Budgeting
- Customizable Financial Reporting
- Bank Reconciliation
- Purchase Order/Requisition Management
- Grant Management

The successful Respondent will provide a comprehensive implementation plan, detailed technical specifications, and training, support and maintenance plans that outline

response times and service level agreements. The Library is also interested in customer references and a transparent pricing structure that includes licensing, implementation, data migration, system customizations and enhancements, and ongoing support costs as well as future renewal rates. Please include detailed information on proposed staffing requirements for implementation, project management and training. The Respondent selected to move on in the process will be invited to give a software demonstration of the proposed software.

During the implementation phase, the Respondent will work closely with Library staff to ensure that the software is installed, configured, and evaluated according to an agreed upon timeline. The implementation plan should provide specific dates for key milestones, including data migration, user training, and system go-live. We appreciate timely communication from the Respondents throughout the project timeline to ensure that the implementation stays on track and meets our needs.

Technical Information

The library has several hundred desktop and laptop computers deployed across the network. Our installed computer infrastructure supports Windows 10 (64 bit) and Windows 11. Any solution proposed should be Software as a service (SaaS) cloud-based with browser delivery with no client software installation needed.

All library branches connect to Headquarters through a fiber optic switched ethernet connection. The Library is a Microsoft shop for email, document sharing and calendaring. It is strongly preferred that any mobile applications or browser-based applications be able to use Microsoft Single Sign-on to login/authenticate to simplify use/access for our staff.

The Library is currently using Windows and Linux services in a VMware virtual environment.

The Library is looking for a hosted solution, not one that is managed locally.

1. The hosting environment should be scalable.
2. The preferred vendor will offer application support including emergency support for periods of downtime.

3. The preferred vendor will offer compliance with SonicWall Content Filtering Service as the Library’s web filtering service.
4. The Library is utilizing Microsoft Office for email, calendaring and TEAMS for document sharing. The preferred vendor will interface with these products.
5. The preferred vendor will perform timely system upgrades that are scheduled when possible.
6. Proposals should describe the vendor’s infrastructure and procedures for maintaining a secure hosting environment outlining the methodology for data security, including daily backups and procedures should a data breach occur, including data recovery services.
7. The library is seeking a vendor with adequate controls and levels of authority within the software to segregate duties such as data entry, approval of requests, and access to data tables. We currently only offer access to our financial software to 5 users, but we would like the proposal to include at least 25 concurrent users so we can distribute the data entry and supervisory approval controls in the system.
8. Describe the licensing model options. Is a dedicated seat license required for every user? Do you offer a concurrent seat license? Does each license provide access to all modules, etc.
9. The preferred vendor will provide staff training and materials for those trainings. The proposal should include a description of the recommended training and options.

Procurement Schedule

The expected procurement schedule is listed below. The Library reserves the right to change the procurement schedule. If changes are made, Respondents will be notified by the Library in the form of an addendum to this RFP and posted to our website as noted in the “Inquiries and Requests for Clarification” section above.

Date	Activity
August 2, 2024	Issue RFP
August 16, 2024	Questions from potential Vendors are accepted until 2:00 PM (Central Time)
August 20, 2024	Responses from the Library are posted to website at 2:00 PM (Central Time)

September 16, 2024	Proposals due at 2:00 PM (Central Time)
October 11, 2024	Proposal evaluation completed
October 21-25, 2024	Software demonstrations and implementation presentations
October 30, 2024	Issue Notice of Intent to Award
November 15, 2024	Negotiations and contract finalization with finalist
November 19, 2024	Contract presented to the Board of Trustees
December 5, 2024	Contract Award

Desired Vendor Qualifications

To be considered for this RFP, vendors must meet the following minimum qualifications:

- The vendor must have a minimum of ten (10) years of experience in providing fund accounting software solutions.
- The vendor must have a proven history of successful implementations of accounting software solutions for organizations of comparable size and complexity, in a fund accounting system.
- The vendor must provide references from at least three (3) customers who have implemented the proposed solution. The ideal candidate will provide references that meet this requirement, but also are with organizations of comparable size and complexity.
- The vendor must have a team of qualified professionals with experience in accounting, software development, and project management.
- The vendor must provide a support and maintenance plan that outlines response times and service level agreements, and costs.
- The vendor must have the financial stability to support the proposed solution for the duration of the contract.
- The vendor must be in compliance with all applicable laws and regulations related to the provision of fund accounting software solutions.

Proposal Submittal Instructions

Proposals are to be submitted in two sealed packages no later than 2:00 pm Central Time, Friday, September 16, 2024. Late submissions will not be accepted.

Five copies of the Proposal should be in a sealed envelope marked, “**MCPL RFP 2024-002 Fund Accounting Software Response**”, with a separate sealed envelope containing the cost proposal for the project marked “**MCPL RFP 2024-002 Fund Accounting Software Cost Proposal**”.

Submittal Address:

Jeremy Willmoth, Chief Financial Officer
Mid-Continent Public Library
15616 E US Highway 24
Independence, MO 64050-2098

1. Failure to comply with the requirements of this RFP may result in disqualification. Any alterations to this document made by the Vendor may be grounds for rejection of Proposal, or cancellation of any subsequent award. Proposals received after the time and date specified above will not be considered. Please note the following submittal process.
2. Signature of the Proposal by the Vendor constitutes acceptance by the Vendor of terms, conditions and requirements set forth herein.
3. By submitting a Proposal, the Vendor is providing a guarantee to the Library that, if chosen, it will be able to provide the proposed products and services during the period discussed in the RFP. Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. All proposals and supporting documents become public information after an award has been made and are available for public inspection by the public in accordance with Missouri Sunshine Law statutes. Vendors should give specific attention to clearly identify those portions of their response that it considers confidential, and proprietary commercial information or trade secrets.

Vendors are advised that, upon request for this information from a third party, the Library is required to make a determination whether the information listed as proprietary can be disclosed in Accordance with the Sunshine Law.

The Vendor should provide two electronic versions of their proposal (not cost proposal). The first version should be a complete electronic record of the proposal. This version should be the source document (Word, Excel, etc.) and not a PDF.

The second should be clearly marked as “press/public” for release under the Sunshine Law and should be a PDF format. They both should be submitted on either a flash drive or emailed to jwillmoth@mymcpl.org.

4. If a Vendor desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Vendor to clearly identify those portions with the word “Confidential” printed on the top of each page for which such privilege is claimed. No page should contain both confidential and public information. Examples of confidential materials include trade secrets and financial statements. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. The Library will consider a Vendor’s request for exemptions from disclosure; however, the Library will make its decision based upon applicable State Law. An assertion by a Vendor that the entire proposal, or substantial portions, is exempt from disclosure will not be honored. Prices, makes, and models or catalog numbers of the item offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
5. Any reports, studies, conclusions, and summaries prepared by the Vendor shall become the property of the Library.

Organization of Proposal

The Proposal must be organized into these major sections:

- Cover Letter
- Statement of Work
- Implementation Plan
- On-going Support and Hosting Services
- Costs
- All three attachments filled out

Cover Letter – Must contain the name of the Vendor, address, email, and telephone number. The letter should also indicate that the signer is authorized to bind the Proposer contractually and must identify the title or position of the signer.

A certificate of good standing for the State of Missouri, as applicable.

Proposer’s qualifications to provide and implement the Project, as well as a brief narrative summarizing the Proposal.

Statement of Work

The Library will require the development of a detailed Statement of Work, including a high-level Project plan, prior to Contract signing. The Statement of Work will include and

describe at least the following and may include additional items the Library deems necessary:

1. Project scope.
2. Project milestones.
3. Project deliverables.
4. High level project schedule (listing of phases and go-live dates).
5. Project resources.
6. Project roles and responsibilities.
7. Project change control procedures.

This section of the Proposal should include a general discussion of the Vendor's overall understanding of the Project and the Scope of Work proposed including the following:

- a. Statement about whether the primary Vendor's contract will or will not encompass the third-party product/service and/or whether the Library will have to contract on its own for the product/service.
- b. List and describe all proposed software products that will be delivered as a part of the Project and if the Library will need to maintain/host the software on its servers. If software is sold by module, Vendor must explicitly state the software module name and versions that are proposed.
- c. Proposed software and any necessary services required to meet the requirements of the RFP or implement the proposed software should be included in the Proposal.

Implementation Plan

This section should describe the proposed implementation plan. Vendors should reference likely Library resources devoted to this Project.

1. Provide a detailed plan for implementing the proposed system. This information must include:
 - a. Proposed phasing for roll-out of all proposed systems.
 - b. Explanation of advantages AND risks associated with this plan.
2. Explain the proposed plan for implementation. This information must include:
 - a. Description of implementation tasks and activities.
 - b. Description of key deliverables (and how they relate to the implementation approach and activities). Please note the required deliverables listed in the Scope of the Project Section of this RFP.

3. Explain the proposed Vendor staffing for the Project including:
 - a. How many staff will the Vendor assign to the Project?
 - b. Approximate dedication to the Project of each resource and approximate time work will be completed on-site vs. off-site.
 - c. Major roles and responsibilities for each resource.

4. Explain proposed Project management services including:
 - a. Role of the Vendor Project manager.
 - b. Use of Project collaboration site.
 - c. Expected role of the Library Project manager.
 - d. On-site presence of Vendor Project manager.
 - e. Proposed quality assurance procedures.

5. Explain the expected Library staffing for the Project including:
 - a. Assumed participation in the Project (average portion of FTE). This should include all time spent working on the Project (including time spent with and without vendor consultants).
 - b. Assumptions about prior skills/competencies of resources.
 - c. Complete staffing plan (for vendor and Library).

6. Provide an overview of proposed training plan/strategy, specifying how and when training is to be delivered for both on-site and off-site training and web training services for the core Project team, end users, and technology personnel (if required).

Explain any roles and responsibilities Library is expected to provide for the training effort including (but not limited to) training coordination, training material development, training delivery, etc.

To ensure quality throughout the implementation, the Library's Project will include, at a minimum, the following deliverables. Each deliverable will be the responsibility of the Vendor and will be formally presented to the Library for review and approval. For Projects with multiple phases, the Library expects each phase to contain each deliverable (unless noted).

1. **Comprehensive Project Plan** - Detailed listing of tasks for the entire project that includes the following for each task: due date, responsibility, predecessors. Tasks to include on the Project plan will include all implementation activity, deadlines, milestones, sign offs, review periods, and deliverables.

2. **System Design Document** – Work product that identifies both the business process decisions as well as system configuration decisions for each in scope business process and system feature.
3. **Testing Scripts** – Test scripts based on functional requirements and system design that require successful completion of each item in Scope (functional requirements) and the set-up of the system (system configuration).
4. **Training Documentation** – Complete system manual for how to use the configured system.

On-going Support and Hosting Services

The Vendor shall be responsible for managing infrastructure required to support the in-scope environment. The Proposal should specify the nature of any post-implementation and on-going support, including hosting services provided by the Vendor.

1. Describe proposed services for hosting including:
 - a. Information on the specific hosting services provided.
 - b. Service desk support services.
 - c. User setup, authentication, and management processes.
 - d. Application support.
 - e. Operational support services.
 - f. Technology infrastructure services.
 - g. Network connectivity and monitoring services.
 - h. Disaster recovery (including insurance for errors and omissions).
 - i. Data Center Services.
 - j. Securing client data and personally identifiable information (PII).
 - k. Will all products (including third party products) be hosted through the same provider?
 - l. Will the Library need to host anything on its servers?
2. For each of the services proposed explain service levels that are used to guarantee performance for the Library through the proposed hosting agreement.

Vendors should include sample copies of the following documents.

1. Any sample agreement that the Library would be required to sign upon Contract award. This would include any applicable software license agreements, professional service agreements, hosting agreements, third party agreements, etc.
2. Sample Project Plan.

Cost Proposal

Vendors should submit their price proposal **in a separate sealed envelope** according to the format provided.

1. Identify major milestones as part of the Project. It is required that costs will be invoiced upon completion and acceptance of major milestones. Please provide a schedule of all payments necessary to complete the proposed Scope of Work.
2. It is important that Vendors use the format presented in this RFP even if an additional format is provided. The cost submittal should include the total price for all software, services, and additional costs to acquire all software and services referenced in the Proposal including third party prices. If third party products or services are included, do not submit a separate cost schedule for each third-party product. The costs should be submitted as part of one cost schedule.
3. All pricing must be submitted as fixed by milestone. Costs listed as “to-be-determined” or estimated will not be scored.
4. All service costs must be provided on a task or completion basis with cost assigned to each milestone, deliverable, and/or task.
5. Vendors should include all software modules and state any limitations on module use.
6. Vendors must submit implementation costs as fully loaded rates. By submitting a Proposal, all Vendors acknowledge that all pricing must be fixed fee or included in the implementation milestones.

Useful Information

Project Schedule

The Library’s preference is to have all the scope items installed by the end of April 2025 with a go live date of July 1, 2025.

Project Staffing

The Library will make every effort to staff the project appropriately and understands that staffing a project is important to its success. The Library has committed 5 FTE for this Project but is willing to adjust based upon Vendor recommendations. These staff will not be dedicated 100% to this project, as they all have other duties.

Number of Users

It is difficult for the Library to envision exactly who will use the new system as implementation of the system will result in major changes to the way the Library does business. Vendors should plan, however, on having all Library Departments and Branches with access to the system for at least a few users to enter transactions. The following user counts identify expected users within each functional area. Additional users may be required for extra help and Vendors should plan to provide sufficient system access for Library staff to fully implement their desired business processes. Proposals

should include services to complete implementation and any appropriate training services to prepare all Library staff for using the system.

Department Managers: 15

Department data entry: 20

Finance and Technical Super Users: 15

Interfaces

The Library has outsourced Payroll and HRIS to Paycor. We will need an interface for this. We would also like the proposal to share your software's capabilities/process for importing and exporting data.

Conversions

The Library understands the level of effort required to convert data and is interested in converting essential data required for the new system. The Library considers all accounting records to be essential data. Vendors are required to complete a conversions scope and indicate the proposed data conversions that are in scope.

Current Applications

The Library is currently utilizing Blackbaud's Financial Edge NXT.

Method of Selection

The award will be made to the most responsive and responsible Vendor offering the best value and most economical Proposal as defined by the Library. The evaluation criteria listed below will be used to evaluate all Proposals. The Vendor(s) selected to provide services will be the qualified Vendor(s) with the Proposal(s) that best fulfill(s) the needs of the Library and is (are) most advantageous to the Library, as determined in the Library's sole discretion.

Proposal Evaluation

The Library will review all Proposals received as part of a documented evaluation process. For each decision point in the process, the Library will evaluate Vendors according to the specific criteria and will then evaluate a certain number of Vendors to compete in the next level. Vendors not previously elevated may be elevated if the previously elevated Vendors lead to an unsuccessful outcome.

The Library will be scoring information in each Proposal, including but not limited to, the Vendor's Proposal documents, references, interviews, product demonstrations, and site visits. The evaluation team shall have no obligation to contact Vendors for clarification of Proposals but does reserve the right to do so any time prior to the Contract award.

Evaluation Criteria

The Library will evaluate Proposals based on the criteria listed below and the ability of the Vendor to satisfy the requirements of this RFP in a cost-effective and efficient manner. Factors considered include, but are not limited to the following (in no particular order):

- Submittal compliance
- Overall understanding of the Library's needs
- Functionality
- Response to all schedules in the RFP
- Implementation methodology/approach
- Software demonstrations/implementation interviews
- References
- Compliance with terms and conditions for the Contract
- Cost

Evaluation Process Summary

The Library will follow the evaluation steps summarized below:

1. **Proposal Opening** Proposal submittals shall be received and opened by the Library.
2. **Compliance** A preliminary evaluation by the Library shall determine whether each received Proposal is complete and compliant with all the instructions and/or submittal requirements in the RFP. Any Proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration. Proposals that are compliance are advanced to the written evaluation stage.
3. **Written Evaluation** The Library will evaluate Vendor's written Proposals according to the criteria outlined in this section. The highest ranked Vendor Proposals will advance to the Software Demonstration/Interview Stage.
4. **Software Demonstrations/Interviews** Vendors advanced to this stage will be required to provide on-site software demonstrations to the Library. The Library will also interview key Vendor staff assigned to the project. The Library will evaluate vendor demonstrations and interviews. Highest ranked Vendor Proposals will advance to the Discovery stage. Only products listed in the Proposal may be demonstrated.
5. **Discovery** Vendors advanced to this stage will be asked to make a second on-site or virtual presentation to discuss the details of the implementation strategy.

6. Negotiations Upon satisfactory completion of the Discovery process, the Library shall select a finalist Vendor to complete software and implementation negotiations. If third-party software is involved, the Library may elect to negotiate with these Vendors first. The Primary Vendor will be expected to assist in these negotiations. The final contract award recommendation will be made to the Library Director and Board of Trustees.

7. Contract Award The Library will award the Contract for this Project upon approval by the Board of Trustees.

The Library will negotiate with the selected Vendor(s) for mutually agreeable terms before making an award. Negotiation could include, but not be limited to, price and the terms and conditions of the RFP.

Terms and Conditions

1. If not all RFP requirements are met with products and services provided by one firm, Respondents are encouraged to collaborate with another firm to submit a joint Proposal. Failure to meet all requirements will not disqualify a Respondent. However, the Library will evaluate each Proposal to determine its overall fit in the best interest of the Library.
2. If multiple firms collaborate to submit a joint Proposal, the Proposal must identify one firm as the primary contact. This firm will be the Respondent and will be the primary contact throughout the RFP process and will be held responsible for the overall implementation of all partners included in the joint Proposal, should it be selected.
3. All third-party solutions proposed as part of a joint Proposal are subject to the same requirements of this RFP, unless otherwise stated.
4. Implementation pricing must be submitted on a "milestone" basis. For implementation services under a milestone arrangement, the Library compensates the Respondent a fixed amount for the completion of major tasks, or milestones. Respondents are to provide all work effort and assumptions used to calculate a fixed fee for each milestone. The Scope of Work ("Scope") will define the scope of the Project and functional/technical requirements. All Respondents submitting Proposals are encouraged to submit the most competitive Proposal possible as the failure to do so may lead to elimination.
5. This RFP, its general provisions, and the terms and conditions identified herein shall be incorporated in any Contract resulting from this solicitation, and the RFP and its terms and conditions, and attachments shall control unless the Contract expressly provides otherwise.

6. All Proposals and any subsequent clarification or response to the Library's questions shall be valid for a minimum of 180 days.
7. This Project is subject to all applicable laws of the State of Missouri governing the Library District including but not limited to the following:
 - a. Missouri law prohibits all employers from employing aliens unlawfully present in the United States to perform work within the State of Missouri, including the Project and proposers must comply with the provisions relating thereto in Section 285.530 RSMo, as amended.
 - b. Every transient employer must comply with Sections 285.230 through 285.234 RSMo, as amended, when applicable.
 - c. Pursuant to Sections 34.070 and 34.073 RSMo, the Library District prefers to purchase those materials, products and supplies which are produced, manufactured, compounded, made or grown, within the State of Missouri when they are found in marketable quantities and are a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. The quality and fitness of articles will be considered in making purchases or letting contracts. Similarly, in letting contracts for the performance of any job or services, the Library District prefers Missouri firms, corporations or individuals, or firms, corporations or individuals which maintain Missouri offices, when the quality of performance promised is equal and the price quoted is the same or less.

Non-Collusion

Proposer(s) certify that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Hold Harmless

The Proposer shall hold harmless, defend, and indemnify the Library and the Library's officers, agents, and employees against liability that may be imposed upon them by reason of the Proposer's failure to provide worker's compensation coverage and liability coverage.

Contract Term

The term of this contract will tentatively begin December 5, 2024. The Library would like to see a five-year agreement, with fixed pricing for that period.

Contract Components

This RFP, the successful proposal's response thereto, and any additional written modifications and/or stipulations mutually agreed upon by the Library and the successful proposal will constitute the final contract. During the contractual period, any changes to

the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected proposal(s) and the Library.

Disclosure of Confidential Information

Proposer acknowledges that, in and as a result of the consulting hereunder, Proposer will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as Library's systems, procedures, manuals, confidential reports, or other similar data, as well as the nature and type of processes and/or other services rendered by Library, hereinafter collectively referred to as the "Confidential Information". As a material inducement to Library to enter into this Contract, and to continue to engage Proposer hereunder and to pay to Proposer the compensation referred to herein, Proposer covenants and agrees that Proposer shall not, at any time during or following the cessation of their engagement hereunder, for whatever reason, directly or indirectly, divulge or disclose, for any purpose whatsoever, any of such Confidential Information which has been obtained by or disclosed to Proposer. Upon cessation of this Contract for whatever reason, all Confidential Information, whether in the form of documents, records, notebooks, invoices, statements, or correspondence, including copies thereof, relating to the business of the Library then in Proposer's possession or control, whether prepared by Proposer or others, shall remain Library's exclusive property and will be delivered to and left with the Library.

Intellectual Property, Indemnity, Licenses & Releases

Proposer agrees to indemnify, defend, and hold harmless Library, its representatives and customers from and against any and all suits, demands, liabilities, claims, actions, expenses, losses, and damages of any kind or nature whatsoever arising from any third party claim that the Services or Work Product provided by Proposer violate any third party's intellectual property right in the United States, including but not limited to patents, copyrights, trademarks, or trade secrets. Proposer's obligations under this section shall survive the termination of this Contract for any reason. The Proposer will obtain and pay for all contracts, licenses, releases, legal costs, fees, and expenses necessary to use any and all protected intellectual property owned by a third party. Proposer agrees to indemnify, defend, and hold harmless Library, its representatives and customers from and against any and all suits, demands, liabilities, claims, actions, expenses, losses, and damages of any kind or nature whatsoever arising out of any negligent acts or omissions in connection with the Contract, caused by Proposer, its employees, agents, subcontractors, or caused by others for whom Proposer is liable, in the performance of the Services under this Contract. The Proposer will obtain and pay for all permits and licenses required by law that are associated with the Proposer's performance of Services.

Termination

Either party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Library reserves the right to cancel, for cause, this Contract without prior written notification. Cause for termination shall include the following: (1) violation by Proposer of any applicable federal, state, or local law, regulation, or ethical code; (2) Proposer's substantial under performance, as determined by Library; or (3) failure to comply with the provisions of this Contract. Library shall, where permitted by law, have the right to terminate the Contract immediately and without other cause or prior notice to Proposer in the event that Proposer does any of the following: (1) makes written admission of its inability to pay its debts or obligations as they become due; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any substantial part of its business assets; (5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of Library; or (6) fails to maintain the insurance coverage required in this Contract. The Contract shall terminate immediately if it is no longer permitted by applicable laws, rules, or regulations, or if Library decides to limit or discontinue their operation for any reason.

Modification of Contract

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

Codes, Laws, and Regulations

Proposer will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

Adjustment of Services

The Library reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Proposer.

Assignability

Neither this Contract nor any rights hereunder may be assigned by the Proposer without Library's prior written consent.

Governing Law

It is understood and agreed that the construction and interpretation of this Contract shall always and in all respects be governed by the laws of the State of Missouri. The parties agree that any legal action brought in connection with this Contract is to be maintained only in the Circuit Court of Jackson County, Missouri.

Insurance

Proposer shall purchase and maintain, at its own expense, for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the work by the Proposer, its agents, representatives, or employees. All such insurance shall name the Library as an additional named insured and evidence of such insurance and renewals shall be provided to the Library prior to commencement of work. All such insurance will be issued by insurance companies that have a general policyholder's rating of at least **A** and a financial rating of at least **XI** in the most current *Best's Insurance Reports* available on the date the Proposer obtains or renews the insurance policies.

An acceptable Certificate of Liability Insurance with a minimum of the following limits:

GENERAL LIABILITY

General Aggregate	2,000,000
Cyber-Security	5,000,000
Products Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Legal Liability	50,000
Medical Payments	5,000

AUTO LIABILITY

COMBINED SINGLE LIMIT	1,000,000
WORKERS COMPENSATION	100,000/100,000/500,000

The Certificate Holder shall be:

Mid-Continent Public Library District #3
Attention: Qun Fang
15616 East 24 Highway
Independence, MO 64050
Fax 816-521-7253

Proposer understands and agrees that the Library cannot save and hold harmless and/or indemnify the Proposer or its employees against any liability incurred or arising because of any activity of the Proposer or any activity of the Proposer's employees related to the Proposer's services under this Agreement. Therefore, the Proposer must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Library, its employees, its clients, and the public against any such loss, damage and/or expense related to the services performed under this Agreement. The insurance coverage shall include general liability insurance in an amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate with endorsements including but not limited to risks of false imprisonment, malicious prosecution, libel, slander, and violation of right of privacy as well as the Missouri statutory requirements for works compensation insurance. Written evidence of the insurance shall be provided by the Proposer to the Library, the initial written evidence being attached hereto and marked as Exhibit A. The evidence of insurance shall include, but not necessarily be limited to effective dates of coverage, limits of liability, insurer's names, policy numbers and endorsement by representatives of the insurance company. Evidence of self-insurance coverage or of another alternative risk financing mechanism is not permitted.

Insurance policies required of Proposer by the Agreement shall:

- Be issued by insurance companies licensed to do business in the state of Missouri with general policyholder's ratings of at least A and a financial rating of at least XI in the most current Best's Insurance Reports available on the date the Proposer obtains or renews the insurance policies. If Best's ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies.
- Name the Library as an additional insured as its interest may appear on the policy.
- Provide that the insurance is not cancelled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to the Library.
- Be primary policies.
- Be permitted to be carried through a "blanket policy" or "umbrella" coverage.
- Have deductibles not greater than \$1,000.
- Be written on an "occurrence" basis. and
- Be maintained during the entire Term and any extension Terms.

By the date of the award and upon each renewal of its insurance policies, Proposer shall give such certificates of insurance to the Library.

Independent Contractor

It is specifically agreed by the parties that the relationship of Proposer to Library is that of an independent contractor and that Proposer is not an agent, partner, or employee of the Library. Proposer acknowledges that Proposer is not entitled to receive from Library

any tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

Access to Records

Proposer shall maintain all fiscal records and any other records relating to this Contract in such a manner as to clearly document the Proposer's performance hereunder. The library or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Proposer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

Debarment and Suspension (E.O.s 12549 and 12689)

The Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental debarment or agency. The Proposer must notify the Customer within 30 days if debarred by any governmental entity during the Contract period.

Federal, State, and Local Taxes, Licenses, and Permits

The Proposer will comply with all laws and regulations on taxes, licenses, and permits.

E-Verify (for over \$5,000 in annual business)

The Library is a political subdivision of the State of Missouri, and this contract (or arrangement) is subject to the laws and regulations of the State governing its contracts, specifically including RSMo Sec. 285.530.2. Pursuant to that section, this contract is contingent on your provision to the Library of an affidavit affirming that you have enrolled and participate in a federal work authorization program with respect to the employees working in connection with the services to be provided to the Library pursuant to this contract and that you do not knowingly employ any person who is an unauthorized alien in connection with the provision of those services.

Safety Training

Pursuant to Missouri Revised Statute Section § 292.675, and RFP responses related to construction, reconstruction, demolition, painting and decorating, or major repair as defined by the Statute shall comply with this section. Proposer shall provide a ten-hour OSHA Construction Safety Program for its on-site employees which includes a course in construction safety and health approved by OSHA, or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All Proposer's on-site employees shall complete the program within sixty-days (60) of the date they begin work on the project.

TERMINATION FOR NON-APPROPRIATION OF FUNDS (for any contracts longer than 12-mo)

Notwithstanding any other provision of this Contract, the Library shall not be obligated for the Proposer's performance hereunder or by any provision of this Contract during any of the Library's future fiscal years unless and until the Library Board appropriates funds for this Contract in the Library's Budget for each such future fiscal year. If funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The Library shall notify the vendor in writing of any such nonallocation of funds as soon as possible.

Anti-Discrimination Against Israel (for over \$100,000 and more than 10 employees)

In accordance with Missouri Revised Statute Section § 34.600, titled the "Anti-Discrimination Against Israel Act," each party certifies it is not currently actively or indirectly engaged in and shall not, for the duration of the contract, actively or indirectly engage in a boycott of goods or services from the State of Israel and shall otherwise comply with the provisions of Missouri Revised Statute Section § 34.600.

In addition to the general requirements listed above, the successful Proposer shall comply with all laws, ordinances, regulations, applicable zoning and building requirements, and orders of federal, state, county, and local governing authorities pertaining and applicable to each Library District Location, the successful Proposer, and/or the Library District.

Notice to Vendors

Failure to carefully read and understand this RFP may cause the Proposal to be out of compliance, rejected by the Library, or legally obligate the Respondent to more than it may realize. Information obtained by the Respondent from any officer, agent, or employee of the Library shall not affect the risks or obligations assumed by the Respondent or relieve the Respondent from fulfilling any of the RFP conditions or any subsequent Contract conditions. Attempts by or on behalf of a Respondent to contact or influence any member of the selection committee, any member of the Board of Trustees, or any employee of the Library regarding the acceptance of a Proposal may lead to elimination of that Respondent from further consideration. Only the format described in the RFP will be accepted as compliant for the submitted Proposal. Failure to completely respond to this RFP may result in disqualification.

Rights Reserved

1. The Library reserves the right to select the Proposal(s), which in its sole judgment best meets the needs of the Library. The lowest proposed cost will not be the sole criterion for recommending the Contract award.

2. The Library reserves the right to award multiple Contracts from this RFP.
3. The Library reserves the right to reject any or all Proposals and to waive technicalities and informalities when such waiver is determined by the Library to be in the Library's best interest.
4. The Library reserves the right to modify this RFP by issuance of one or more addenda.
5. The Library reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the Library reserves the right to remove or add functionality (i.e., modules, components, and/or services) until the final contract signing.
6. This RFP does not commit the Library to award any Contract. All Proposals submitted in response to this RFP become the property of the Library and public records, and as such, may be subject to public review.
7. The Library shall not be responsible or liable for any pre-contractual expenses incurred by Respondents, including but not limited to costs incurred in the preparation or submission of proposals. The Library shall be held harmless and free from all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Acceptance of RFP Terms

A Proposal submitted in response to this RFP shall constitute a binding offer. The Vendor shall identify clearly and thoroughly any variation between its offer and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. The Vendor's authorized representative may withdraw Proposals only by written request received before the RFP due date. In supplementation and not in limitation to the terms, covenants and conditions set forth elsewhere in the Contract, the Library and Vendor agree to the following terms, covenants, and conditions respecting the Work, the Project, and the ways and means by which the Vendor conducts the Work. Contract terms, covenants and conditions in the definitive Contract shall include, but will not be limited to, the following terms, covenants, and conditions.

Key Personnel

The Library requires reasonable assurance as to the consistency and quality of Vendor staffing for the Project. Accordingly, the Vendor shall in its Proposal identify and commit to the Project and the Work its key personnel (the "Key Personnel"), and, respecting individual Key Personnel, the Contractor agrees that:

1. The Library shall have the option and prerogative to interview and consult with the Vendor concerning all proposed Key Personnel.
2. The Proposal shall set forth the Vendor's list of proposed Key Personnel, with current Resumes.
3. The Library shall have the right to require the Contractor to replace Key Personnel from the Project and the right to review and approve proposed substituted Key Personnel.
4. The Contractor may not and shall not remove any of its Key Personnel from the Project without the Library's prior written approval.

Implied and Express Warranty

The Vendor expressly warrants that the proposed and implemented systems conform in all material respects to the scope requirements and specifications as stated in this RFP for a period of no less than 12 months after final acceptance. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the Library by any other clause of this Contract.

Express Warranty Remedy

The Library requires that the Vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the Vendor will refund the full amount paid for the software, implementation and any paid hosting and/or maintenance costs.

System Acceptance

For purposes of acceptance of the system or portions thereof, the Library intends to use a two-staged acceptance procedure for each phase and for the entire Project. Key points include:

1. "Conditional Acceptance" will occur at or prior to go-live. The Library will have up to forty-five (45) working days to evaluate the system ("pre-live testing") before go-live.
2. The Library will have a ninety (90) working day period after Conditional Acceptance to "live test" the system. Live testing is the Library's opportunity to verify that the system complies with the functional requirements and any other written specifications delivered to the Library by the Vendor during the Project.
3. If after the Live Testing the system performs in accordance with the system specifications, including the design document and functional requirements, the Library will issue "Final Acceptance." The ninety (90) working day time frame for

Final Acceptance shall be extended if problems are found in the live test. Specifically, the Library expects to document the date the problem is found and the date it is certified as fixed. The acceptance period would pause when issues are reported and would resume on the date the problem is certified as fixed. The warranty period shall begin at the time of Final Acceptance.

Milestones

The Library requires that all compensation accrue to the Vendor based on successful completion of Project milestones. After the Library's acceptance of the milestone, the Vendor shall invoice the Library for any applicable payment. Milestone payment amount shall either be a fixed fee or hourly based on the amount of time spent on the milestone, up to an aggregate not-to-exceed limit, and sub limits, not-to-exceed, pertinent to each milestone.

Additional Users and Modules

The Library requires "price protection" for a minimum of two (2) years from the effective date of the definitive Contract for additional users and modules listed in the Proposal but not initially purchased.

Restrictions on Growth

The Library requires that any proposed licenses or fees to access the software be adequate to allow the Library to use the system unrestricted for all business purposes of the Library, its employees, and any third-party entities listed in the RFP. The Library will not be subject to expansion fees, additional license purchases, or fees for additional users, increases in Library employee headcount, budget size, population size, or data storage requirements for a period of five (5) years from the effective date of the definitive Contract.

Data Ownership

The Library defines the term "Data" to mean all information, whether or not confidential, entered into software or equipment by or on behalf of the Library and information derived from such information, including as stored in or processed through the equipment or software, including without limitation, all data and information submitted to a vendor by the Library. All responding Vendors should be aware that all Library Data shall remain the sole and proprietary property of the Library in perpetuity, throughout and beyond the term of any Contract.

The Library requires that the Data owned by the Library must be transferrable to the Library in a usable format and should include a Data Dictionary. It should also include the ability to roll off Data to retrievable archives and the ability to load historical Data for reporting purposes.

No Vendor shall be permitted to destroy or cause to be destroyed; any Library Data unless otherwise permitted by the Library through prior express written consent. At any time during the term of the definitive Contract and any subsequent Contracts, resulting from this RFP, the Library may request copies of or access to, all or any subset of Library Data.

Upon termination of the definitive Contract for any reason, with a period to be set at the time of Contract negotiations, the Vendor agrees to return in an industry-standard and Library approved format, media containing all Library Data then in possession of the Vendor or any subcontractor. Upon completion of the return of all Data to the Library, the Vendor shall then take all reasonable efforts to destroy and dispose of securely all Library Data in its possession or in the possession of any subcontractors.

The Vendor shall notify the Library immediately in the event of any type of Data breach and the Vendor shall satisfy applicable Data retention requirements as set forth by the Library.

Disputes

Should any doubt or difference of opinion arise between the Library and the successful proposal awarded this Contract as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the Library shall be final and binding upon all parties.

Prohibition of Public Benefits to Unauthorized Workers

Pursuant to Missouri Revised Statute Section § 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized worker to perform work within the state of Missouri. Proposers shall comply with the provisions of Missouri Revised Statute Section § 285.525 through 285.550 and execute the notarized affidavit attached hereto as **Attachment 3**, Affidavit of Work Authorization before the Agreement can be finalized.

Attachment 1
Vendor Statement

DATE _____

The undersigned Vendor having examined this RFP (2024-002 Fund Accounting Software) and having full knowledge of the condition under which the work described herein must be performed, proposes that the Vendor will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that proposer will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated price as proposed.

Submitted by authorized representative:

Firm FEI/SSN

Signature Typed Name & Title

Address City, State, Zip Code

Telephone Fax Number

Service Provider Identification Number (SPIN)

FCC Registration Number (FRN)

Contact Person:

Name Title

Address City, State, Zip Code

Telephone email

Attachment 2

Software Demonstrations

Software demonstrations are currently scheduled for the following dates. Please indicate your availability and date preference to provide software demonstrations in the event your proposal is elevated to that stage. Elevated proposers will be notified of the scheduled demonstration time when elevated.

Date	Availability (Y/N)	Proposed Time
October 21, 2024		
October 22, 2024		
October 23, 2024		
October 24, 2024		
October 25, 2024		

Signature

Typed Name & Title

Date

Attachment 3

AFFIDAVIT OF WORK AUTHORIZATION

I. _____, of lawful age and being first duly sworn my oath, state as follows to the Mid-Continent Public Library District, a political subdivision of the State of Missouri:

1. In accordance with R.S.Mo. § 285.530(2) _____ (“Contractor”) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted service “Fund Accounting Software” (the “Project”) for the duration of the contract.

2. I also affirm that Contractor does not and will not knowingly employ any person who is an unauthorized alien in connection with the contracted services related to the Project for the duration of the contract, if awarded.

3. Furthermore, I also affirm that all subcontractors working on this contract for services to the Mid-Continent Public Library District shall affirmatively state in writing in their contracts with Contractor that they are not in violation of R.S.Mo. § 285.530(1), and shall not thereafter be in violation. Alternatively, the subcontractor shall submit to the Consultant/Contractor a sworn affidavit under penalty of perjury attesting that all employees are lawfully present in the United States.

FURTHER AFFIANT SAYETH NAUGHT.

(Signature)

Dated: _____

STATE OF _____)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20__.