



**SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873**

REQUEST FOR PROPOSAL 6024

TITLE: PERIODICAL SUBSCRIPTION SERVICES
DATE: October 21, 2024
BUYER: Holly Craiglow, Buyer
EMAIL: hcraiglow@semo.edu
PHONE: (573) 651-2021

**For USPS/FedEx/UPS, etc.
 Proposals must be mailed to:
 Purchasing Department
 Southeast Missouri State University
 One University Plaza, Mail Stop 3280
 Cape Girardeau, MO 63701**

**OR delivered by offeror to:
 Purchasing Department
 Academic Hall Room 200F
 Normal Avenue
 Cape Girardeau, MO 63701**

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: November 12, 2024
TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

The notice of award is made subject to availability and appropriation of funds as specified in the Request for Proposal, and the selection of the offeror is made in accordance with all applicable public procurement laws.

MUST BE SIGNED TO BE VALID

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal.

AUTHORIZED SIGNATURE		PRINTED NAME/TITLE	
COMPANY NAME			CURRENT DATE
MAILING ADDRESS			TELEPHONE NUMBER/EXT.
CITY		STATE	ZIP CODE
CONTACT PERSON		CONTACT PERSON EMAIL ADDRESS	FACSIMILE NUMBER
DELIVERY DATE: _____ DAYS ARO, FOB DESTINATION PROMPT PAYMENT TERMS: _____% _____ DAYS NET _____ DAYS			
NOTICE OF AWARD (SOUTHEAST MISSOURI STATE UNIVERSITY USE ONLY)			
AUTHORIZED SIGNATURE FOR SOUTHEAST MISSOURI STATE UNIVERSITY			DATE

**SOUTHEAST MISSOURI STATE UNIVERSITY
PERIODICAL SUBSCRIPTION SERVICES
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INTRODUCTORY INFORMATION

1. Southeast Missouri State University (hereinafter referred to as “University”) invites sealed proposals from qualified organizations to provide subscription services for Kent Library. The University is seeking to partner with an organization that will provide periodicals in all formats including, but not limited to, databases and publisher packages.

2. Southeast Missouri State University is a regional comprehensive institution of higher education that derives its authority from the people of Missouri through the Missouri State Legislature. The University’s main campus is located in Cape Girardeau, Missouri. The University serves 23 counties in southeast Missouri. Spring enrollment for 2024 totaled 8,872 students: 7,250 undergraduate students and 1,582 graduate students. For students who may live beyond a reasonable driving distance from the main campus, Southeast delivers courses throughout the region via satellite campuses.
 - 2.1 Regional Campus: Regional campuses operate where no institution of higher education exists to serve local needs and are fully staffed either by the University or in conjunction with a partnering community college. The University and partnering community colleges are separate entities and operate independently in a shared space. Regional campuses include the following:
 - 2.1.1 Sikeston Regional Campus (Sikeston, MO)
 - 2.1.2 Kennett Regional Campus (Kennett, MO)

3. Kent Library, located on the main campus, currently holds approximately 348,000 volumes, licenses approximately 125 databases, maintains online access to over 100,000 unique journals, magazines, and newspapers, and has over 50 print subscriptions.

4. Southeast currently issues solicitations via the University’s website at <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation, any amendments and all questions and answers received during the solicitation process will be posted to the website. Offerors are encouraged to check such frequently. Additionally, the website will be updated upon award.

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SCOPE OF WORK

The contractor shall provide contracted periodical subscription services for Kent Library (hereinafter referred to as "Library"), located at Southeast Missouri State University (hereinafter referred to as "University"), for periodicals, in all formats, of U.S. and foreign origin.

1. Contracted Periodical Subscription Services

- 1.1 At a minimum, the contractor must be able to provide the periodical titles listed in Exhibit A, which is the list of titles to be received by the Library. This list is subject to change.
- 1.2 The contractor must establish deposit accounts against which new purchases or renewals may be charged and shall make all prepayments which may be required by publishers. The contractor should pay publishers before invoicing the University.
- 1.3 The contractor must accept new title orders for first issue start up for the following year up to sixty (60) days before the beginning of the effective subscription year.
- 1.4 The contractor must provide the University with a general cancellation policy as well as a deadline for guaranteed cancellation of a title at the end of a given calendar year.

2. Renewals

- 2.1 The Library will place purchase orders and renewals with the contractor as needed with the understanding that this contract shall contain no minimum order amount.
- 2.2 The contractor must be able to accept purchase orders or renewals by mail, telephone, e-mail or by other electronic data transmission.
- 2.3 The contractor must provide a renewal list in electronic or text file format. The renewal list must contain the date, the Library's order reference and customer number, and for each title: the vendor title number, the full title of the serial, the ISSN, transaction status, subscription period, and published price, as well as any other assigned designations that the contractor may utilize in tracking the titles in the list. The contractor may provide price changes, title merges or other status changes, and titles to be billed later on supplemental lists or invoices.

3. Claim Status

- 3.1 The contractor must provide online claiming and claim tracking interface. A title or issue of a title cited on a status report will remain on subsequent status reports until the claim for that title is resolved.
- 3.2 For each title, the status report must contain the date, title, vendor title number, detailed report of the issues involved, and status update.
- 3.3 The contractor must be able to accept title status inquiries by telephone and by electronic inquiry.
- 3.4 The contractor must provide monthly change of status reports, including title mergers, title cessation, change in the contractor's title number, or change in frequency, within sixty (60) days of notification to the contractor by the publisher of such changes.

4. Early Payment Program

- 4.1 The contractor should offer an early payment program. Such program should contain extension of credit equal to competitive money market or certificate of deposit accounts from a financial institution.
- 4.2 The contractor must be able to provide the Library the option to either roll over any credit resulting from an early annual payment to a subsequent year, or to close out the account with credit or a refund.
- 4.3 The contractor shall at all times segregate the University's payments from the contractor's other clients and operating cash. In addition, the University prefers that such payments be held in escrow.

5. Subscription Management System: The contractor must provide a searchable, web-accessible database of all titles available for order, including format and order options, supplier and rates, publisher terms and restrictions, and subscription status and history.

- 5.1 The database must include at least 200,000 titles and must be provided at no cost to the University.
- 5.2 System must support online ordering, claiming, renewals and reports. The system must support e-journal registration and activation and display terms of use and license details.
- 5.3 The system should provide access to information concerning the most recent issue published.

5.4 The contractor must have implemented an electronic data interchange (EDI) project based on ANSI X-12 standards and be able to assist the Library in the implementation of EDI.

6. Invoice Requirements

6.1 Each invoice must contain the date, the Library's order reference and customer number, and for each title: the vendor title number, the full title of the serial, the ISSN, transaction status, subscription period, and published price, as well as any other assigned designations that the contractor may utilize in tracking the titles in the list. Should any designated tracking number or groups of numbers undergo a change, the contractor shall provide a process for conversion from one designation to another. PDF invoice(s) shall be emailed to an email address provided by the University.

6.2 The contractor must apply supplemental invoices to any remaining balance of an early payment/prepayment subsequent to the written authorization of the Library. Statements must be coded to indicate invoices which have been applied to any early payments/prepayments.

6.3 The contractor must be able to supply invoices in electronic format compatible with the Library's library management system.

7. Required Reports

7.1 The contractor will make available an annual management report on serials that includes, but is not limited to, overall serials prices indexes, price indexes by major subject categories, background on publisher pricing trends and activity, and background on the library marketplace (e.g. budget projections, purchasing patterns and technological developments).

7.2 The contractor must provide custom fiscal and collection management reports as requested by the Library, in a timely manner, at no additional cost. Reports should be provided in electronic spreadsheet or text file format.

8. Company Representative

8.1 The contractor must provide a designated customer service representative who will be responsible for customer assistance in carrying out the terms of this contract, either directly or by referral to appropriate parties of the contractor. The contractor shall provide the name of the representative, toll free telephone number, and e-mail address.

8.2 The contractor must provide a regional representative who must visit the Library periodically, and who shall be available for inquiry about the products and services of the contractor. The contractor shall provide the name of the representative, a telephone number, and an e-mail address.

9. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

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GENERAL CONTRACTUAL REQUIREMENTS

This portion of the RFP pertains to the offeror selected for final contract award (“contractor”).

1. The contract awarded as a result of this Request for Proposal will allow for a one (1) year contract with the option of four (4) additional one (1) year periods in accordance with all terms and conditions as specified herein. The initial contract period shall be mutually determined to allow for subscriptions starting January 1, 2025.
 - 1.1 The contract between the University and the contractor shall consist of: (1) The solicitation and any amendments there to, and (2) the contractor's response to the solicitation. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the bid solicitation or the contractor's response. In all other matters not affected by the written clarification, if any, the bid solicitation shall govern.
 - 1.2 The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which shall be mutually determined. The University shall have the right, at its sole option, to extend the contract for four (4) one-year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period.
 - (a) If the first two extension options are exercised, the contractor shall agree that the applicable service charge shall be as stated on the Pricing Page.
 - (b) If the last two options are exercised, the contractor shall agree that the service charge shall be negotiated with the University. However, the University reserves the right to rebid if a mutual agreement cannot be reached.
 - (c) The University may not automatically exercise an extension option based upon the maximum percentage of increase and reserves the right to request justification from the contractor supporting the requested increase. The University reserves the right to request an extension of the contract at a price less than that price derived from the contractor's maximum percentage of increase.
 - (d) In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the University reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the University and

the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2. All prices shall be as indicated on the Pricing Page of this document, or as specifically provided for by this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself of prior to the opening date of the Invitation for Bid.
 - 2.1 In the event the scope of work is revised by the University, additional compensation shall be considered and negotiated at that time.
3. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the University. The sole relationship between the University and the contractor is as established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save, and hold the University, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters. Upon request, the contractor will provide to the University evidence of compliance with these requirements.
4. The contractor shall fully coordinate its activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the University throughout the contract period.
5. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
6. The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical and/or similar services from other sources.
7. The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.

8. The contractor shall indemnify, defend and hold harmless the Board of Governors of the University, as well as the University's officers, agents, and employees, from and against all claims, loss or expenses from any cause of action arising from or incidental to the contractor's performance of the contractual requirements herein. The contractor agrees to reimburse the University for any such loss, damage or claim, including its attorney fees.
9. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its Board of Governors, agencies, employees, and assignees.
10. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to the contractor or any other person engaged in the contracted work.
11. In connection with services provided under the contract, the contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable.
12. The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the contractor at least 60 calendar days prior to the effective date of such termination.
13. Authorized Personnel: The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - 13.1 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the University has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty- five percent of the total amount due to the contractor.
 - 13.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

13.3 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (a) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND (b) Provide to the University the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program;
- AND (c) Submit to the University a completed, notarized Affidavit of Work Authorization provided in the attachment titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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OFFEROR'S INFORMATION

This portion of the RFP pertains to any interested party which wishes to be provided an opportunity to submit a proposal.

1. Southeast currently issues all solicitations via the University's website at <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation, amendments (if any) will be posted to the website. Offerors are encouraged to check such frequently. In addition, the offeror can complete and submit a Vendor Registration Application via the University's website.
2. SUBMISSION OF PROPOSALS: Proposals must be priced, signed and returned (with all necessary attachments) to the Purchasing Department by the closing date and time specified. The unaltered, signed RFP cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package.
 - 2.1 The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
 - 2.2 In addition to one (1) physical paper copy, the offeror should include one (1) complete USB flash drive copy of the bid for distribution to the appropriate evaluation personnel.
 - 2.3 The offeror is cautioned that it is the offeror's sole responsibility to submit all necessary information.
3. Proposal openings are public on the opening date and at the opening time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. The contents of the responses, including prices, shall not be disclosed at the public opening.
 - 3.1 Regardless of any confidential and/or proprietary markings included in the response, the offeror's response will not be considered to be confidential and/or proprietary. Once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, an offeror shall not request that any part of the proposal response be treated as confidential or proprietary information.
4. Any offeror with questions should contact Holly Craiglow, Buyer, at (573) 651-2021 or via email at hcraiglow@semo.edu. All offerors and/or anyone else acting on their behalf must direct all of their questions or comments regarding the RFP, evaluation, etc., to the Purchasing Department.

- 4.1 Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process.
 - 4.2 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications, or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. The offeror must submit such in writing no later than seven calendar days prior to the RFP opening date via email to hcraiglow@semo.edu.
5. If the offeror requires the University execute some type of contract, agreement, etc., in addition to this Request for Proposal, the offeror must submit an exact replica of such with the original proposal. However, such agreements must not amend, contradict, or delete any terms, conditions, and/or requirements set forth in or referenced in this RFP and any amendment or attachment thereto. Failure to submit such agreements with the original proposal but require the execution of such at a later date may result in the rejection of the offeror's proposal.
6. W-9 Form: Vendors doing business with Southeast Missouri State University must ensure a W-9 form is on file prior to contract award. Vendors may access the current W-9 form at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. The completed W-9 form may be submitted with the bid response.
7. EVALUATION PROCESS: The award of a contract resulting from the RFP shall be based on the best proposal received in accordance with the following evaluation criteria. The evaluation criteria are further defined in subsequent paragraphs. Failure to provide adequate information for evaluation of the below listed criteria may result in minimal subjective consideration and/or in rejection of the offeror's proposal package.
- 7.1 Cost..... 50%
 - 7.2 Experience and Reliability of Offeror's Organization..... 20%
 - 7.3 Proposed Method of Performance 30%
8. COST: Cost shall be evaluated based upon the firm, fixed service charge as indicated by the offeror on the Pricing Page. Rates quoted for extension options shall also be considered in the evaluation of cost.
- 8.1 The offeror shall not be entitled to any other form of payment or reimbursement not specifically provided for by this document.
 - 8.2 The offeror is encouraged to submit a list of related services and applicable prices for such.
 - 8.3 All prices submitted will be evaluated with the subjective criteria.

9. EXPERIENCE AND RELIABILITY OF OFFEROR'S ORGANIZATION: Experience and reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to activities similar to the requirements of this RFP.
- 9.1 **Attachment 1:** The offeror should submit references. Each reference should include organization name, contact person with respective email address, title, telephone number, and address. In addition, the offeror should provide a brief description of services performed for each reference. Specifically, the offeror should provide reference information for three (3) accounts which are approximately \$500,000 on an annual basis and have been serviced by the offeror for a minimum of three years.
- 9.2 **Attachment 2:** The offeror should provide a list of any contracts for the last three (3) years that were canceled or from which the offeror was prohibited from bidding because of lack of performance or because offeror defaulted on a contract.
- 9.3 The offeror should submit its organization's project experience of similar scope and complexity for higher educational institutions.
- 9.4 The offeror should provide proof of being actively engaged in the business of providing periodical materials to academic libraries for the last 10 years, minimum. For purposes of this RFP, a company that has had continuous management, but which may have changed ownership during the specified period, will be considered to have been actively engaged.
10. PROPOSED METHOD OF PERFORMANCE: The offeror should present a written narrative which clearly and concisely states the method by which the offeror proposes to satisfy the Scope of Work. To facilitate evaluation of the proposals, it is highly desirable that each proposal be organized to respond to each paragraph of the Scope of Work, utilizing the same numbering arrangement for each item. In addition, the pages in each proposal should be numbered. At a minimum, the offeror should address all items listed below.
- 10.1 The offeror should describe the general structure of any electronically accessible database. Specifically, the offeror should describe the following:
- The central bibliographic database and the information it provides.
 - Online ordering and invoice data.
 - Online claiming and status report updates.
 - The subscription management system and available functions.
- 10.2 The offeror should state the basis and terms of any service charges applied to periodical titles.
- 10.3 The offeror should state terms and costs for the Library's access to the central database.
- 10.4 The offeror should state any additional professional services or incentives

which will be provided to the University, especially those offered at no or minimum charge, in addition to fulfilling the Scope of Work.

11. **Attachment 3** - Vendor Information: It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 3 with the proposal response. Completion of this Attachment does not affect contract award.
12. **Attachment 4** - Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 4, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 4 must be submitted prior to contract award.
13. The attached Terms and Conditions, Request for Proposal (revised 08/27/19), are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of the offeror's proposal.
14. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

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PRICING PAGE

The offeror must complete, sign, and return this Pricing Page in addition to all other requested information.

1. Service charge: The offeror must state a firm, fixed service charge to be applied to the publishers list price, in accordance with all terms and conditions of this Request for Proposal. The applicable service charge shall remain in effect for all periodicals ordered during the initial contract period.

_____ % Firm, fixed service charge

2. The University acknowledges that prepayment for contracted periodical subscription services is usual and customary. However, the offeror must indicate the method of payment preferred.

3. In the event the University exercises its option to renew the contract, the offeror must state below the firm, fixed service charge for each renewal option. Statements such as "consumer price index" or "cost of living increase" are not acceptable. Before completing this section, the offeror is strongly encouraged to review page 7, item 1.2. Failure to complete this section may result in the rejection of the offeror's proposal.

_____ % Firm, fixed service charge
First renewal period

_____ % Firm, fixed service charge
Second renewal period

The offeror hereby affirms that the above is stated in accordance with all terms and conditions of Request for Proposal 6024. In addition, the offeror understands and certifies the following:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

Company Name

Signature/Date

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EXHIBIT A

Title Name
AAS Historical Periodicals Collection - 1866-1912 - Perpetual Access
Academe Today
ACS Guide to Scholarly Communication
Acta Oto-Laryngologica
Adapted Physical Activity Quarterly
Advances in Accounting
Advocate - NY
Afterall
Agronomy Journal
American Anthropologist
American Art
American Chemical Society Web Editions
American Historical Review
American Journal of Archaeology
American Journal of Education
American Journal of Forensic Psychology
American Journal of Health Economics
American Journal of Physics
American Journal of Psychology
American Journal of Sociology
American Naturalist
American Philosophical Quarterly
American Political Thought
American Scientist
American String Teacher
Architectural Digest
Architectural Record
Archives of American Art Journal
Archives of Psychiatric Nursing
Art Documentation
Artform International
Atlantic
Augmentative & Alternative Communication
Aviation Week & Space Technology
Behavior Therapy
Ben Jonson Journal
Biological Bulletin
Book Links
Booklist
Bowhunting World

Britain and the World
British Journal for the Philosophy of Science
BRITISH JOURNAL OF SPORTS MEDICINE - ONLINE - SITE LICENSE /FOR INSTITUTIONS EXC HOSPITALS/ /FOR US/
Bulletin of the American Schools of Oriental Research
Bulletin of the Detroit Institute of Arts
Business Education Forum
Child Development
Child Development Package
Child Development Perspectives
Childhood Education
China Journal
Choice Reviews
Christian Century
Chronicle of Higher Education
Chronicle of Higher Education Almanac
Classical Philology
Cleft Palate Craniofacial Journal
College and Undergraduate Libraries
Commonweal
Communication & Mass Media Complete
Communication and Democracy
Communication Arts
Communication Culture and Critique
Communication Culture Package
Communication Education
Communication Education Pack
Communication Monographs
Communication Quarterly
Communication Research Reports
Communication Teacher
Communication Theory
Comparative Education Review
Complete Chicago Package
Consumer Reports
Consumer Reports Buying Guide
Costume Society of America Membership
Counseling and Values
Crime and Justice
Criminology
Criminology & Public Policy

Criminology Package
Critical Historical Studies
Critical Inquiry
Cryptologia
Current Anthropology
Dickensian
Dress
Dysphagia
Early Modern Women
Eastern Communication Association Journals
eBook Content Purchase Custom Order
eBook Content Purchase Custom Order
eBook Content Purchase Custom Order
eBook Content Purchase Custom Order
eBook Content Purchase Custom Order
eBook Content Purchase Custom Order
eBook Content Purchase Custom Order
eBook Content Purchase Custom Order
eBook Content Purchase Custom Order
EBSCO Discovery Service
EBSCO Package
Ecological and Evolutionary Physiology
Ecology - NY
Economic Development & Cultural Change
Economist - US ed
Elementary School Journal
English Language Notes
English Literary Renaissance
ENR
Entrepreneurship and Innovation Policy and the Economy
Environmental and Energy Policy and the Economy
Environmental History
Environmental Science and Policy
Ethics
Ethnomusicology
EVIDENCE-BASED NURSING - ONLINE - SITE LICENSE /FOR INSTITUTIONS EXC HOSPITALS/ /FOR US/
Evidence-Based Practice in Child and Adolescent Mental Health
Evolution - England
Family Package
Family Relations
Film Quarterly

Florists Review
Foreign Policy Analysis
Fortune - Domestic Ed
French Historical Studies
French Review
Freshwater Science
Full Text Finder
Genetics
Geriatric Nursing
Gesta
Getty Research Journal
Golf Course Management
HAU: Journal of Ethnographic Theory
Heart & Lung
Herpetological Review
Hispanofila
History of Education Quarterly
History of Humanities
History of Religions
HOPOS: the Journal of the Intl Society for the History of Philosophy of Science
Human Communication Research
Human Development - SZ
I Tatti Studies in the Italian Renaissance
IEEE Electronic Library
Infant Behavior & Development
INFORMS Journal on Applied Analytics
Instrumentalist
Intellectual and Developmental Disabilities
Interior Design
International Journal of American Linguistics
International Journal of Athletic Therapy & Training
International Journal of Eating Disorders
International Journal of Electronic Healthcare
International Journal of Kinesiology in Higher Education
International Journal of Plant Sciences
International Journal of Sport Nutrition and Exercise Metabolism
International Political Sociology
International Studies Perspectives
International Studies Quarterly
International Studies Review
IOPscience Extra - with ECS Journals

Isis
JAMA: Journal of the American Medical Association
JOPERD
Journal for Research in Mathematics Education
Journal for Specialists in Group Work
Journal for the Scientific Study of Religion
Journal of Academic Librarianship
Journal of African American History
Journal of Anthropological Archaeology
Journal of Anthropological Research
Journal of Applied Behavior Analysis
JOURNAL OF BACTERIOLOGY - ONLINE - MULTI-SITE - OVER 3500 USERS /NONMEMBERS/
JOURNAL OF BRITISH STUDIES - ONLINE /FOR US CANADA MEXICO/ /FOR INSTITUTIONS/
Journal of Clinical Child and Adolescent Psychology
Journal of Clinical Child and Adolescent Psychology Pack
JOURNAL OF CLINICAL ETHICS - ONLINE /ALL EXCEPT JAPAN INDIA RUSSIA/
Journal of Communication
Journal of Consumer Research
Journal of Continuing Education in Nursing
Journal of Criminal Justice
Journal of Cuneiform Studies
Journal of Economic History
Journal of Elder Abuse & Neglect
Journal of Environmental Quality
Journal of Family Theory and Review
Journal of Geology
Journal of Global Security Studies
Journal of Herpetology
Journal of Human Capital
Journal of Humanistic Counseling
Journal of Interior Design
JOURNAL OF LABOR ECONOMICS - ONLINE /ALL EXCEPT JAPAN INDIA/
Journal of Law & Economics
Journal of Legal Studies
Journal of Mammalogy
Journal of Marriage and Family
Journal of Modern History
Journal of Multicultural Counseling and Development
Journal of Near Eastern Studies
Journal of Nutrition Education and Behavior

Journal of Obstetric Gynecologic and Neonatal Nursing - Combination
Journal of Orthopedic and Sports Physical Therapy
Journal of Park and Recreation Administration
Journal of Pediatric Nursing
Journal of Personality Assessment
Journal of Philosophy
Journal of Political Economy
Journal of Political Economy Macroeconomics
Journal of Political Economy Microeconomics
Journal of Politics
Journal of Professional Nursing
Journal of Religion
Journal of Research in Business Education
Journal of Research on Adolescence
Journal of Rural Health
Journal of Sport & Exercise Psychology
Journal of Sport Management
JOURNAL OF SPORTS MEDICINE & PHYSICAL FITNESS - ONL - MULTI-SITE ACC OR MORE THAN 5000 FTE OR HOSPITALS
Journal of Strength and Conditioning Research
Journal of the Academy of Nutrition and Dietetics
Journal of the American Academy of Religion
Journal of the Association for Consumer Research
Journal of the Association of Environmental and Resource Economists
Journal of the Experimental Analysis of Behavior
Journal of the First Year Experience & Students in Transition
Journal of the Philosophy of Sport
Journal of the Society for Social Work and Research
Journal of the Society of Architectural Historians
Journal of the Warburg and Courtauld Institutes
Journal of the West
Journal of Voice
Journal of Wildlife Management
Journal of Wildlife Management Package
Journalism History
Justice Evaluation Journal
Justice Quarterly
Justice Quarterly and Justice Evaluation Journal Pack
Juvenile and Family Court Journal
Keats-Shelley Journal
Keats-Shelley Review

Know: A Journal on the Formation of Knowledge
L Express International
Landscape Architecture Magazine- DC
Library Quarterly
Lippincott Williams Wilkins - Site License - Journals at Ovid
Loex Clearinghouse for Library Instruction Institutional Membership
Loex Quarterly
Maarav
Mammalia
Marine Resource Economics
Mark Twain Annual
Mark Twain Journal
Metropolitan Museum Journal
Middle School Journal
Milton Quarterly
Missouri Archaeological Society Membership
Missouri Archaeological Society Quarterly
Missouri Archaeologist
Missouri Historical Review
MISSOURI LAW REVIEW
Missouri Life
Missouri Times
MODERN LANGUAGE REVIEW - ONLINE /FOR INSTITUTIONS/
Modern Philology
Monographs of the Society for Research in Child Development
Music Index
Nathaniel Hawthorne Review
NATION - NY - WITHOUT INDEX /**/ /69042301/ /FOR INSTITUTIONS/
National Business Education Association Membership
National Review
National Tax Journal
National Trust for Historic Preservation Standard Membership
Nature - England
Nature Publishing Group Package
NBER Macroeconomics Annual
Near Eastern Archaeology
New Directions for Child and Adolescent Development
New Directions for Higher Education
NEW REPUBLIC /**/ /SURFACE MAIL/
New York Review of Books
New Yorker

Nurse Leader
Nursing Clinics of North America
Nursing Outlook
Old-House Journal
Organizational Dynamics
Osiris: A Research Journal Devoted to the History of Science & Its Cultural Influences
Out
Out c-w Advocate
Papers of the Bibliographical Society of America
Percussive Arts Society Membership
Percussive Notes
Personal Finance - VA
Philosophical Topics
Physical Education and Sport Pedagogy
Physical Therapy in Sport
Physics Teacher
Physics Today
PME Journal
PME Journal
PMLA: Publications of the Modern Language Association of America
Poe Studies
Political Science Quarterly
Polity
Portable Gray
Practicing Anthropology
Preservation
Printmaking Today
Proceedings and Addresses of the American Philosophical Association
Psychology and Psychotherapy
Qualitative Research Reports in Communication
Quarterly Journal of Speech
Quarterly Journal of Speech Pack
Quarterly Review of Biology
Quarterly Review of Film and Video
Quest: National Association for Physical Education in Higher Education
Quest c-w International Journal of Kinesiology in Higher Education - NAKHE Pack
Readers Digest - US ed
Record Premium Membership
Renaissance Drama
Renaissance Quarterly
Res: Anthropology and Aesthetics

Rethinking Schools
Review of Environmental Economics & Policy
Rolling Stone
Russian Review
S & D Reflector
SAGE Premier All Access Collection
Saturday Evening Post
School Social Work Journal
Schools: Studies in Education
ScienceDirect Package - Custom Title List
Scientific American
Seminars in Speech and Language
Shakespeare Newsletter
Shavian
Shaw Society Membership
SIAM Journal on Applied Mathematics
SIAM Journal on Matrix Analysis and Applications
Signs - Journal of Women in Culture & Society
Signs and Society
Sixteenth Century Journal
Smithsonian
Social Education
Social History of Alcohol and Drugs
Social Science Quarterly
Social Service Review
Society for Ethnomusicology Membership
Society for the Study of Amphibians & Reptiles Basic Institutional Membership
Sociology of Sport Journal
Sons & Daughters of Pioneer Rivermen Membership
Source: Notes in the History of Art
Southeastern Archaeology
Southern Living
Speculum: Journal of Medieval Studies
Spenser Studies
Sport Psychologist
SPORTDiscus
Sports Illustrated
Sports Medicine
State Historical Society of Missouri Membership
Studio Potter
Studio Potter Foundation Membership

Studio Potter Newsletter
Successful Farming
Supreme Court Review
Tax Policy and the Economy
TESOL Journal
TESOL Package
TESOL Quarterly
TIME Magazine - Domestic ed
TIME Magazine - Domestic ed
Transforming Anthropology
Trends in Ecology & Evolution
University of Chicago Law Review
VARIETY - /WEEKLY/ /**/ /FOR US/ /SURFACE MAIL/
Vogue
West 86th: A Journal of Decorative Arts Design History and Material Culture
Western Historical Quarterly
Wildlife Monographs
Winterthur Portfolio - a Journal of American Material Culture
Wordsworth Circle
World Archaeology
Worldviews on Evidence-Based Nursing

**SOUTHEAST MISSOURI STATE UNIVERSITY
PERIODICAL SUBSCRIPTION SERVICES
REQUEST FOR PROPOSAL 6024**

**ATTACHMENT 1
OFFEROR'S EXPERIENCE**

The bidder should provide three (3) references as requested on page 13, item 9.1 of RFP 6024

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

**SOUTHEAST MISSOURI STATE UNIVERSITY
PERIODICAL SUBSCRIPTION SERVICES
REQUEST FOR PROPOSAL 6024**

**ATTACHMENT 2
CANCELED/DEFAULTED CONTRACTS**

The bidder should provide any canceled/ defaulted contracts from the past three (3) years as requested on page 13, item 9.2 of RFP 6024

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

Organization Name _____

Contact Person _____

E-mail Address _____

Address _____

Telephone No. _____

Brief Description _____

**ATTACHMENT 3
VENDOR
INFORMATION**

It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Please complete the applicable sections of this form and return with your bid or proposal response. Completion of the following information does not affect purchase order/contract award.

SECTION I BUSINESS

TYPE

- | | |
|---|---|
| <input type="checkbox"/> A. Small, Minority, Missouri | <input type="checkbox"/> F. Large, Non-Minority, Missouri |
| <input type="checkbox"/> B. Small, Non-Minority, Missouri | <input type="checkbox"/> G. Large, Minority, Non-Missouri |
| <input type="checkbox"/> C. Small, Minority, Non-Missouri | <input type="checkbox"/> H. Large, Non-Minority, Non-Missouri |
| <input type="checkbox"/> D. Small, Non-Minority, Non-Missouri | <input type="checkbox"/> I. Female-Owned Business |
| <input type="checkbox"/> E. Large, Minority Missouri | <input type="checkbox"/> J. Unable to Classify |

DEFINITIONS:

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

Minority: An organization that has been (1) certified socially and economically disadvantaged by the Small Business Administration, (2) certified as a minority business enterprise by a state or federal agency, or (3) is an independent business concern that is 51% owned and controlled by a minority group member including:

- Black American
- Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- Native Indian, Eskimo, or Native Hawaiian
- Asian Pacific American with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent

Non-Minority: An organization that does not satisfy the criteria listed above for Minority.

Missouri: An organization whose state of incorporation is in Missouri, or if not incorporated whose principal place of business is in Missouri.

Non-Missouri: An organization whose state of incorporation is not in Missouri, or if not incorporated whose principal place of business is located outside Missouri.

For example: An organization having 50 employees, owned by a Black American, and whose general mailing address is Tampa, Florida would be classified as:

- Small, Minority, Non-Missouri

SECTION II

SERVICE-DISABLEDVETERAN STATUS

Service-Disabled Veteran (SDV): Any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE): a business concern

- not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans OR, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; AND
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the standards of a qualified SDVE as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, please provide the following:

- a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); AND
- a completed copy of this section

By signing below, I certify that I meet the standards of a SDVE as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

MOAddress of Service-Disabled Veteran Business

SECTION III

BLIND OR SHELTERED WORKSHOP

Indicate appropriate business classification (s):

_____ Organization for the Blind _____ Sheltered Workshop

Organization Name: _____

Organization Address: _____

Organization Contact Name: _____

Email Address: _____

Phone Number: _____

Certification Number: _____
(or attach a copy of certificate)

Certification Expiration Date: _____

Authorization Signature of Participating Organization
(Organization of the Blind or Sheltered Workshop)

Date

**ATTACHMENT 4
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The bidder must certify their current business status by completing either Box A or Box B on this Attachment.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.e-verify.gov/>.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees, **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (IFB/RFP/RFQ number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Southeast Missouri State University with all documentation required in Box B of this attachment.

Authorized Representative's Name

(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

ATTACHMENT 4 continued

BOXB-CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

**Authorized Business Entity Representative's
Name (Please Print)**

**Authorized Business Entity Representative's
Signature**

Business Entity Name

Date

E-Mail Address

As a business entity, the bidder/offeror/contractor must perform/provide each of the following. The bidder/offeror/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

ATTACHMENT 4 continued

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/offeror who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes n o w _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the University for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

**SOUTHEAST MISSOURI STATE UNIVERSITY
TERMS AND CONDITIONS
REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Amendment** means a written, official modification to an RFP or to a contract.
- b. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the offeror should complete and submit with the sealed bid prior to the specified opening date and time.
- c. **Proposal Closing Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed bids in the Purchasing Department.
- d. **Offeror** means the person or organization that responds to an RFP by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- e. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- f. **Contract** means a legal and binding agreement between two or more competent parties, in exchange for consideration, for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- h. **Request for Proposal (RFP)** means the solicitation document issued by the Purchasing Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Attachments, and Amendments thereto.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive and not evaluated nor considered for contract award.
- k. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed bid prior to the specified bid opening date and time.
- l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.
- m. **Shall** has the same meaning as the word must.
- n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- o. **University and/or Southeast** means Southeast Missouri State University.

2. APPLICABLE LAWS, REGULATIONS, AND POLICIES

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- e. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- f. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. The University is a smoke-free, tobacco-free campus. Therefore, smoking and using tobacco products (both indoors and outdoors) is prohibited on University property and in University vehicles.
- g. The contractor shall never have been terminated from a contract under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or have been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or contract with or employ any individual, agency, or organization that has been, or whose officers or employees have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive bid process, etc., must be directed to the Purchasing Department. Such communication must be received no later than seven (7) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than seven (7) calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the University is that which is issued by the Purchasing Department in the form of the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Southeast monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP and any Amendments are available for viewing and printing from the University's website. Registered offerors may be electronically notified of the bid opportunity based on the information maintained in the University's vendor database.
- f. The University reserves the right to officially amend or cancel an RFP after issuance. E-mail notification of the amendment or cancellation will not be issued.

4. PREPARATION OF BIDS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements, and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Prices shall include all packing, handling and shipping charges and must be FOB destination unless otherwise specified in the RFP.
- g. Proposals, including all pricing therein, shall remain valid for 90 days from proposal closing unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- h. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. All bids must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Purchasing Department and officially clocked in no later than the exact opening time and date specified in the RFP.
- b. Mailed bids should be clearly marked on the outermost envelope with (1) the official RFP number, and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Purchasing Department may be modified by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A bid may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, telegraphic, email, or faxed requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or e-mail requests to withdraw a bid shall not be honored.

- e. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the bid unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed bids shall not be accepted unless otherwise indicated on the RFP cover sheet. However, faxed and e-mailed no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the RFP document. Names, locations, and prices of respondents shall be read at the bid opening.
- b. Bids which are not received in the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Under extraordinary circumstances, the Purchasing Department may authorize the opening of a late bid. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: (1) University offices were closed due to inclement weather conditions or other unforeseen reasons, and (2) postal or courier services were delayed due to labor strikes or unforeseen "Acts of God".

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the Purchasing Department before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a offeror shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the offeror whose bid (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest or best bid, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP, and (3) complies with Sections 34.010 and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in the RFP, the University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The University reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the University may negotiate for the required supplies.
- g. When evaluating a bid, the University reserves the right to consider relevant information and fact, whether gained from a bid, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Purchasing Department to the successful offeror. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- j. All offerors and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The Purchasing Department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. The final determination of contract award shall be made by the Purchasing Department.
- m. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.
- n. Any bid award protest must be submitted in writing and must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (12). A protest submitted after the ten (10) business day period shall not be considered.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the RFP and any amendments thereto, (2) the contractor's response (bid) to the RFP, (3) clarification of the bid, if any, and (4) University's acceptance of the response (bid) by "notice of award" or by "purchase order." All Attachments included in the RFP shall be incorporated into the contract by reference.

- c. A notice of award issued by the University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the University, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the University.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Purchasing Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

9. INVOICING AND PAYMENT

- a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number is 10124128.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the University shall be subject to late payment charges as provided in Section 34.055 RSMo.

10. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

12. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for said equipment, supplies, and/or services.

13. CONFLICT OF INTEREST

- a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

15. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the University may cancel the contract. At its sole discretion, the University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the University, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
- c. If the University cancels the contract for breach, the University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the University deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, posted to the University's website, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the offeror/contractor.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
- b. Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the University until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

21. EMERGENCIES

In the event a catastrophic situation occurs at the University, the University may request the contractor's assistance with the emergency procurement or transportation of equipment, supplies, and/or services.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/27/2019