



SOUTHEAST MISSOURI
STATE UNIVERSITY · 1873®

REQUEST FOR PROPOSAL 6029

TITLE: LIBRARY SYSTEM

DATE: January 23, 2025

BUYER: Holly Craiglow

EMAIL: hcraiglow@semo.edu

PHONE: (573) 651-2021

PROPOSAL MUST BE RECEIVED NO LATER THAN:

DATE: February 20, 2025

TIME: 3:30 P.M.

DELIVERY INSTRUCTIONS

**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**

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. Additionally, the authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

AUTHORIZED SIGNATURE		PRINTED NAME/TITLE	
COMPANY NAME			CURRENT DATE
MAILING ADDRESS			TELEPHONE NUMBER/EXT.
CITY	STATE	ZIP CODE	
CONTACT PERSON		CONTACT PERSON EMAIL ADDRESS	
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
LIBRARY SYSTEM
REQUEST FOR PROPOSAL 6029

INTRODUCTORY INFORMATION

1. Southeast Missouri State University (hereinafter referred to as "Southeast", "Client" or "University" invites sealed proposals from qualified organizations for the creation and administration of a cloud-based or hosted Library Management System (hereinafter referred to as "LMS", "library system" or "system".)
 - 1.1 The goal of the system is to improve user discovery and library services, streamline electronic resources management, and realize cost efficiencies. Southeast is interested in reducing the number of systems needed to accomplish core library functions through a library management system that integrates all or many of these essential functions.
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. Spring enrollment for 2024 totaled 8,872 students: 7,290 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 regional campuses and delivery sites.
 - 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 physical volumes and a large, ever changing number of databases and digital licensed items. The University also holds 100,000 unique journals, magazines, and newspapers and has over 50 print subscriptions.
4. Currently, Southeast Missouri State University is a stand-alone member of the MOBIUS Consortium. The consortium provides resource sharing and acquisition support. The MOBIUS Consortium has recently adopted the FOLIO platform for consortia and resource sharing needs. This RFP is seeking to continue the use of a hosted, cloud-based system.
5. These are the systems and services used in the library as of the issuance of the RFP:
 - 5.1 ILS – Innovative Sierra for acquisitions, cataloging, circulation, course reserves and a user catalog
 - 5.2 Reference Chat Service – Pidgin
 - 5.3 Catalog authority control – OCLC

- 5.4 Batch loading of catalog records – vendor bibliographic records received from OCLC (federal government documents), Films on Demand, Kanopy, Alexander Street Press, Naxos and others
 - 5.5 Interlibrary Loan (ILL)
 - 5.6 OpenRS – Innovative resource sharing (through MOBIUS)
 - 5.7 Illiad – OCLC resource sharing
 - 5.8 Electronic Resources Management – EBSCONet, Innovative Sierra acquisitions and cataloging and internal spreadsheets
 - 5.9 Digital Collection Management – OCLC CONTENTdm
 - 5.10 Archives Management – ArchivesSpace
 - 5.11 Learning Management System – Canvas
 - 5.12 University Enterprise Resource Planning (ERP) System – Ellucian Banner
 - 5.13 University Student and Staff Data – Ellucian Banner
 - 5.14 EDS – Discovery Layer
 - 5.15 Other library software – EZProxy, Springshare Apps, ResourceMate
6. Kent Library expects to establish a long-term partnership with the library management system's offeror. It is expected the offeror will have solid documentation and will deliver customer services, training and support when called upon. We hope for a partner with a history of developing and creating strong library solutions and a customer centric service philosophy that is responsive to library needs and suggestions and supports user groups and communities.
 7. Although an attempt has been made to provide accurate and up to date information, the University does not warrant or present that the introductory information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

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SCOPE OF WORK

The contractor must provide a Library System for Southeast Missouri State University, to be operational for an initial period of July 1, 2026, (or sooner) through June 30, 2030, in accordance with the terms and conditions contained herein and as specified in the notice of contract award.

The contractor must provide a cloud-based or hosted library system to manage the entire life cycle of library materials. The system must provide the following functions: library acquisitions, cataloging, circulation, course reserves, electronic resources management, interlibrary loan, serials management, and a web-based user discovery service.

The awarded contractor must implement the system, migrate data from the existing ILS (integrated library system) to the new platform, provide support and maintenance of the system, train staff in the use and management of the new library system, and offer relevant reporting functionality to meet the operational needs of Kent Library.

1. Southeast faculty, staff, and students expect reliable 24/7/365 access to the library management system (hereinafter referred to as "LMS" or "system".) The contractor's solution must meet high reliability expectations and be ready to mitigate and resolve downtime and/or system failures quickly and accurately. The system must accommodate the existing workload and provide room for future growth. An easily managed system with low internal administrative costs is required. User interfaces/ website shall utilize responsive design technology and adjust to the users' environment based on screen size, orientation, and operating system. The web interface shall self-adjust across standard mobile devices.
2. The library management system must include a redundant, reliable, and scalable infrastructure and have backup and contingency plans to returning system operations as quickly as possible in the event of a software, hardware or network failure or a natural or man-made emergency or disaster. The system environment must maintain data, such as personal user information or library acquisitions records securely; assure data protection and high security capabilities; and support basic circulation functions during local network outages. Strong mechanisms for data backup and recovery and safeguards preventing data tampering and theft are required.
3. Kent Library must be able to manage data security and privacy at the staff, user and institution level. The library management system must leverage University 'people' records and not require re- creation of content that already exists by allowing ingestion of data from the University's ERP system (Ellucian Banner).
4. The LMS shall allow for administrative and functional authorization at multiple levels and some granularity in setting user permissions. The system must be interoperable and integrate with other University platforms, such as Canvas.
5. The LMS shall offer the ability for working with library data, including extracting data; exporting, manipulating and re-importing data; and reporting with or on data. Capabilities must include system reporting tools, the ability to export reports from the system and integrate the data into an external reporting tool (such as Microsoft Excel), application programming interfaces (APIs) and scripting functionality.
6. General: The vendor must have a strong record of developing and implementing library systems that provides, but is not limited to, the following services:

- 6.1 Acquisitions and cataloging of physical and digital items
 - 6.2 Circulation of physical and digital materials
 - 6.3 Management of ILL and consortia borrowing and lending
 - 6.4 Inventory, copyright clearance, and license management of items
 - 6.5 Public catalog interface that provides federated searching and online access for authenticated patrons
 - 6.6 Single sign-on options that integrate with campus systems
 - 6.7 Campus management system integration
 - 6.8 Cloud-based SaaS system that allows local library administrators to make major system configuration changes without input of contract with vendor.
7. The system must be a fully developed product, with at least five years of use by academic institutions.
 8. The system must be Family Educational Rights and Privacy Act (FERPA) compliant.
 9. The vendor shall include a detailed breakdown of all costs, including licensing fees, training, implementation, ongoing maintenance and support, and fees for any software add-ons or add-ins, including applications that may be required to fulfill requirements of this proposal.
 10. The system shall be a fully cloud-based Software as a Service (SaaS) solution that does not require installation of any software on University computers.
 11. The vendor must provide an SLA specifying ability to reach 24/7/365 uptime, contractual level of support availability, and data security guarantees.
 12. The vendor must provide a proposed timeline for implementation, including migration and training, based on key milestones and deliverables.
 13. The vendor shall provide a clearly defined roadmap for future system updates.
 14. The system shall provide local library system administrators the ability to make major system configuration changes without input or contact with the vendor.
 15. The system shall provide unified management of all library resources. This includes acquisitions support, license and metadata management, and resource access for circulation.
 16. The system shall integrate with Ellucian Banner to allow ongoing updates to user accounts and sending billing information and fines through the Student Financial Services billing process.
 17. The system shall provide Learning Tools Interoperability (LTI) integration for the sharing of relevant book titles, electronic resources, and course reserves within Canvas LMS.
 18. The vendor should provide a sandboxed testing environment for current and upcoming releases, using a snapshot of existing production data.
 19. The vendor shall provide all documentation related to the system in a manner that is freely available to all library staff members.

20. The system shall support integration with single sign-on through third party authentication methods.

21. The system shall have open, well-documented, standards-compliant APIs and web services available.

22. Library Employee Accounts:

22.1 The system shall allow for SSO authentication for library employee accounts.

22.2 The system shall allow for the assignment of roles and/or permissions to employees.

22.3 The system shall allow library employee accounts to be removed from the system.

23. Acquisitions:

23.1 The system shall support the efficient acquisition of library materials including, but not limited to, physical, electronic, subscription, and monograph. The system shall facilitate management of the entire acquisition process from order creation to invoicing and payment. List and describe all acquisition workflows supported by the system.

23.2 The system shall support the following methods for creating and managing invoices and purchase orders:

23.3 Creation of invoices individually, manually, or in bulk via file upload, with support for importing invoice files.

23.4 Automatic generation of invoices from purchase orders and association of imported invoices with relevant orders.

23.5 Support for partial payments of invoices.

23.6 The system shall provide well-documented, simple workflows for rolling over funds and open orders from one fiscal year into the next.

23.7 The system shall support fiscal open and close processing, providing well-defined workflows for these processes.

23.8 The system shall support splitting costs between funds and fiscal years. Describe the workflows for accrual accounting.

23.9 The system shall provide real-time access to fund balances, including support for transferring money between funds.

23.10 The system shall support a tiered fund structure that enables the organization and reporting of funds.

23.11 The system shall support vendor accounts, including supporting multiple contacts for one vendor, storing discounts, and maintaining delivery and claim information.

23.12 The system shall support changing vendors on open orders.

23.13 The system shall provide automatic claiming for items not received within library-defined parameters, including well-defined workflows for the claiming process.

23.14 The system shall provide a notification to staff when a volume or issue of a series or serial has not arrived within library defined parameters.

- 23.15 The system shall include detailed workflows for order creation and receiving, covering both monographs and subscriptions.
- 23.16 The system shall support the creation and use of templates.
- 23.17 The system shall provide the ability to set reminders for upcoming renewals.

24. Cataloging:

- 24.1 The system shall support and allow staff to create, edit, and delete bibliographic records in MARC21 format. Equal support is expected for future new formats such as BIBFRAME. These formats, and any future formats, are all expected to be able to function in the same catalog simultaneously.
- 24.2 The system shall support crosswalk between supported metadata formats. The system shall support non- Roman alphabets, Latin script characters, and special symbols. (*Describe any limitations in the proposal.*)
- 24.3 The system shall support data validation within fields and subfields.
- 24.4 The system shall support record versioning, including the ability to go to earlier versions of records.
- 24.5 The system shall support the ability for library staff to perform bulk or global edits to all or parts of records against a defined set of holdings, items, or lists.
- 24.6 The system shall provide access to global, shared authority files without the need to synchronize with the authorizing agency.
- 24.7 The system shall allow libraries to create, edit, and load local authority files and records.
- 24.8 The system shall support automatic authority control of bibliographic records.
- 24.9 The system shall allow item and order records to be moved from one bib record to another.
- 24.10 The system shall support temporary locations for items.
- 24.11 The system shall support printing bib, order, and item records; and spine labels.

25. System Searching:

- 25.1 The system shall offer both basic and advanced search methods to locate at a minimum bibliographic, order, item, and patron records.
- 25.2 The system shall offer sorting options and allow selection of information to be displayed from search results.
- 25.3 The system shall allow search results to be further limited based on other record characteristics or library scopes determined by staff.
- 25.4 The system shall allow lists of results to be saved and exported from search queries.

26. Records Management:

- 26.1 The system shall allow records to be loaded individually or in bulk.

- 26.2 The system shall allow copy cataloging to be done by merging external records with existing records in the system.
- 26.3 The system shall have a process in place to handle duplicate records during the record loading process.
- 26.4 The system shall allow the import and export of individual records, groups of records, or the entire catalog without vendor intervention. *Describe how record imports and exports are handled in the proposal.*)
- 26.5 The system shall provide a method of electronic resource management and maintenance.
- 26.6 The system should provide tools that allow library-managed electronic resources to integrate with third- party systems.

27. Knowledge Base:

- 27.1 The system shall support a central knowledge base.
- 27.2 The knowledge base shall be integrated with the system's acquisitions and electronic management workflows.

28. Link Resolver & Digital Asset:

- 28.1 The system shall provide link resolution services.
- 28.2 The system shall allow users to link directly to full-text content.
- 28.3 Electronic journals shall be searchable in the discovery layer.
- 28.4 The system shall allow resource access to be restricted to a specific group of users.
- 28.5 The system shall allow off-campus patrons to log in for access to resources.
- 28.6 The system shall allow metadata synchronization or digital assets regardless of whether they stay in their current system or are migrated to the new system.
- 28.7 The system shall allow multiple access rights policies and limit the number of concurrent users for digital files.

29. Circulation:

- 29.1 The system shall manage all types of library materials.
- 29.2 The system shall allow staff to define loan policies for the circulation of physical inventory.
- 29.3 The system shall allow copyright policies to be set for digital items.
- 29.4 The system shall allow temporary item record creation and then circulation of item.
- 29.5 The system shall provide a method for staff created, rule-driven recalls. These recalls shall require minimal to no staff intervention once created.
- 29.6 The system shall manage the hold shelf and clearing items after holds expire.

29.7 The system shall support some form of offline circulation.

30. Notices:

30.1 The system shall allow for staff customization of notices.

30.2 The system shall be able to send patrons notices through print, email, or SMS.

30.3 The system shall allow notices to be sent on-demand and scheduled.

31. Patron Accounts:

31.1 The system shall support automated patron data updates via file transfer or API connections to Ellucian Banner.

31.2 The system shall allow staff the ability to create patron types and parameters for different patron types.

32. Resource Sharing:

32.1 The resource sharing process shall be fully integrated into the different components of the system.

32.2 The system shall provide a feature for automatic copyright clearance and digitization approval before request mediation.

32.3 The system shall support peer-to-peer and broker-based resource sharing.

32.4 The system shall provide a streamlined process for the requesting of resources including, but not limited to, books, articles, media, and other items.

32.5 The system shall allow individual items from a series or set of volumes to be requested.

32.6 The system shall allow patrons to renew or cancel requests.

33. Reports:

33.1 The system must include comprehensive reporting and analytical tools.

33.2 The system shall offer predefined and staff customizable reports for all functional areas of the library.

33.3 The system should offer the ability to use system data to calculate cost per use for items and create trend analysis to support collection optimization.

34. Discovery Layer:

34.1 The system shall provide a complete discovery solution.

- 34.2 The system shall support real-time displaying of updated local records.
- 34.3 The discovery layer shall be responsive in design and display.
- 34.4 The system shall allow patrons to log in to see their complete account information.
- 34.5 The discovery layer shall offer item recommendations based on attributes from the original item.
- 34.6 The system shall allow staff to define scopes and facets within the discovery layer to filter search results.
- 34.7 The discovery layer shall allow staff to customize the look, feel, and theme of the interface to allow for seamless integration with our Web sites.

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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 shall not bind, nor purport to bind, the University for any contractual commitment more than the original contract period, which shall be from the date of award through June 30, 2030. The University shall have the right, at its sole option, to extend the contract for unlimited additional periods. If 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.
 - 1.1 If an extension option is exercised such shall be accomplished in writing between the contractor and the University’s Purchasing Department. Each extension option shall be negotiated with the contractor. If a mutual agreement cannot be reached, the University reserves the right to rebid.
2. 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 solicitation or the contractor's response. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
3. All fees and 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 closing date of the Request for Proposal.
 - 3.1 Payment for all services required herein shall be made as mutually agreed upon by the University and contractor. The contractor shall submit an original invoice, and payment will be made upon submittal of the invoice on a Net 30 basis unless discount terms are offered.
 - 3.2 In the event the scope of work is revised by the University, additional compensation shall be considered and negotiated at that time.
4. 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 shall provide to the University evidence of compliance with these requirements.
5. The contractor shall fully coordinate its activities in the performance of the contract with those of the University throughout the contract period.
6. 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.

7. 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.
8. The contractor agrees and understands that the University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/ or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without prior written approval of the University. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed. The University agrees that an approval of a substitution will not be unreasonably withheld.
9. 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's fees. The contractor agrees to have in effect, throughout the duration of the contract, liability insurance coverage of the contractor for its acts, failure to act, or negligence, arising out of or caused by the activity which is the subject of the contract, in the form(s) and amount(s) sufficient to protect the University, its officers, agents, and employees, and the general public against any such loss, damage, and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the University as an additional insured.
10. The contractor shall not be responsible for any injury or damage occurring because of any negligent act or omission committed by the University, including its Board of Governors, agencies, employees, and assigns.
11. 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 thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services delivered to and accepted by the University pursuant to the contract prior to the effective date of termination.
12. 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.
 - 12.1 All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the University.
13. 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.
14. 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.
15. **ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION:** By submitting and signing a proposal, the contractor certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel,

companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

16. 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.

16.1 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.

16.2 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

16.3 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:

- 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
- 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
- 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.

**SOUTHEAST MISSOURI STATE UNIVERSITY
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REQUEST FOR PROPOSAL 6029**

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 document, all amendments (if any) and all questions and answers received during the solicitation process will be posted to the website. Please note that it is the offeror's sole responsibility to check the website to obtain any additional information posted for the RFP. Additionally, the University will update the website upon award.
2. SUBMISSION OF PROPOSALS: Proposals must be priced, signed, and returned (with all necessary attachments) to the Purchasing Department by the opening date and time specified. The signed RFP coversheet and signed cover sheets for any amendments, if applicable, must 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 shall 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 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 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 evaluation criteria shown below. Failure to provide adequate information for evaluation of the criteria listed below may result in minimal subjective consideration and/or in rejection of the offeror's proposal package.

7.1 Cost.....	25%
7.2 Proposed system, including functionality, implementation, training, and support.....	50%
7.3 Offeror's Experience.....	25%

8. **COST:** Cost shall be evaluated based upon the firm; fixed rate indicated by the offeror. Costs must include all necessary items, including training, implementation, migration, etc. to get the system operational by (or before) July 1, 2026, plus annual costs for the system through June 30, 2030.
 - 8.1 The offeror shall not be entitled to any other form of payment or reimbursement not specifically provided for by this document.

9. **PROPOSED SYSTEM:** The offeror shall present a written narrative which clearly and concisely states the method by which the offeror proposes to address the items listed below. To facilitate evaluation of the proposals, it is highly desirable that such narrative be organized utilizing the same numbering arrangement as listed.
 - 9.1 Describe a typical installation and implementation plan, including expected time to implement, migration, and training.
 - 9.2 Provide a detailed list of all hardware required for usage of the software. Include server or desktop machine requirements.
 - 9.3 Describe the availability of a test environment for both initial implementation and subsequent upgrades.
 - 9.4 Describe what training programs or resources are available for both application administration and operational use.
 - 9.5 Detail what level of technical support is required by the campus to maintain the software, not to include end user usage of the software.
 - 9.6 Describe how requests for improvements, including customization requests, are managed.
 - 9.7 Describe how upgrades are implemented or delivered and when required. What is the typical release cycle? What is the expected system downtime during upgrades? Explain how far in advance notice is given to the campus.
 - 9.8 Describe how application data is protected and backed up for system recovery.
 - 9.9 Provide access, via any method as is appropriate, to allow for examination of the proposed software/system in a test or demonstration environment for the duration of the evaluation period.

- 9.10 If the proposal includes services beyond those outlined in this RFP, these must be detailed separately in the proposal.
10. **OFFEROR'S EXPERIENCE:** The offeror's experience and proposed method of performance will be considered in the evaluation process. Therefore, the offeror is advised to submit a narrative that addresses the following:
- 10.1 The offeror must submit at least three (3) references. Each reference should include organization name and contact person with respective email address, title, telephone number, and mailing address. In addition, the offeror should provide a brief description of services performed for each reference. The offeror may utilize Offeror's Experience to provide this information on **Attachment 1**.
- 10.2 As the personnel classifications proposed by the offeror will be considered in the evaluation, the offeror should submit detailed information related to each proposed personnel classification. Additionally, the offeror should provide duties and minimum experience/training qualifications for each classification.
- 10.3 The offeror is advised to submit any information which documents successful and reliable experience in past performances similar in nature to the requirements specified in this document.
11. **Attachment 2 - 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 2 with the proposal response. Completion of this Attachment does not affect contract award.
12. **Attachment 3 - 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 must complete applicable portions of Attachment 3, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 3 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.

**SOUTHEAST MISSOURI STATE UNIVERSITY
LIBRARY SYSTEM
REQUEST FOR PROPOSAL 6029**

PRICING PAGE

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

1. Implementation Cost (from contract award date through operational date of July 1, 2026 (or sooner)
Please indicate when payments are due (at milestones, upfront, etc.):

_____ Firm, fixed one time charge

2. Training Cost- Please indicate when payments are due (at milestones, upfront, etc.)

_____ Firm, fixed one time charge

3. Library System cost, including fees and service charges: The offeror must state an
firm cost in accordance with all terms and conditions of this Request for Proposal for the
four year period July 1, 2026, through June 30, 2030. Please indicate when payments are
due.

Please list fees and charges of annual payments by year:

_____ 07/01/2026 – 06/30/2027

_____ 07/01/2027 – 06/30/2028

_____ 07/01/2028 – 06/30/2029

_____ 07/01/2029 – 06/30/2030

The offeror hereby affirms that the above is stated in accordance with all terms and conditions of Request for Proposal 6029. 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

**SOUTHEAST MISSOURI STATE UNIVERSITY
LIBRARY SYSTEM
REQUEST FOR PROPOSAL 6029**

OFFEROR'S EXPERIENCE

ATTACHMENT 1

The bidder should provide three (3) references as requested on page 16, item 10.1 of RFP 6029

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 2 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"/> 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-DISABLED VETERAN 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
Name (Please Print)

Service-Disabled Veteran Business

Service-Disabled Veteran's Signature

MO Address 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 3
BUSINESSENTITYCERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESSENTITYCERTIFICATION:

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 3 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 3 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 now _____ (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

**SOUTHEASTMISSOURI 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. BIDOPENING

- 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 an 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 their porting 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