



**SOUTHEAST MISSOURI  
STATE UNIVERSITY · 1873**

**REQUEST FOR PROPOSAL 5872**

**DELIVERY INSTRUCTIONS**

**TITLE:** LIBRARY SYSTEM

**DATE:** AUGUST 28, 2017

**BUYER:** RANDYN MILLER  
BUYER

**EMAIL:** ramiller@semo.edu

**PHONE:** (573) 651-2588

**BID MUST BE RECEIVED NO LATER THAN:**

**DATE:** SEPTEMBER 18, 2017

**TIME:** 3:30 P.M.

For USPS/FedEx/UPS, etc.

Bids must be mailed to:

Purchasing Department  
Southeast Missouri State University  
One University Plaza, Mail Stop 3280  
Cape Girardeau, MO 63701

OR delivered by bidder 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, and the selection of the lowest and best bidder is made in accordance with all applicable public procurement laws.

**MUST BE SIGNED TO BE VALID**

The bidder 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 bid.

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  
REQUEST FOR PROPOSAL 5872  
LIBRARY SYSTEM

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**SOUTHEAST MISSOURI STATE UNIVERSITY  
LIBRARY SYSTEM  
REQUEST FOR PROPOSAL 5872**

**BACKGROUND AND INTRODUCTORY INFORMATION**

1. This document, called a Request for Proposal (RFP), constitutes a request for proposals from qualified offerors to establish a contract for the creation and administration of a cloud-based or hosted Library System for Southeast Missouri State University (“Southeast”, “Client”, or “University”).
  - 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 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 2017 totaled 11,978 students; 10,693 undergraduate students and 1,285 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:
    - Southeast Missouri State University – Kennett
    - Southeast Missouri State University – Malden
    - Southeast Missouri State University – Sikeston
  - 2.2 Delivery Sites: Southeast Missouri State University delivery sites offer classes at partner colleges as supplemental curriculum. Southeast faculty and students are employed by or enrolled in the University. The institutions share space but are separate entities and operate independently. Delivery sites include:
    - Three Rivers College – Poplar Bluff Delivery Site
    - Cape College Center – Cape Girardeau Delivery Site
  - 2.3 For the most recent Integrated Postsecondary Education Data System (IPEDS) report, Southeast Missouri State University reported 1,185 employees, 410 faculty, 761 full-time staff, and 14 part-time staff.
  
3. Kent Library, located on the main campus of Southeast Missouri State University, currently holds over 400,000 print volumes, licenses approximately 200 databases, maintains online access to over 35,000 unique journals, magazines, and newspapers, and has 140 subscriptions to paper print.

4. Currently the University is a member of the MOBIUS Consortium which offers resource sharing, acquisition support, and an integrated library system for Kent Library. Southeast Missouri State University shares an Innovative Sierra integrated library system (ILS) with two southeast Missouri community college libraries. This Sierra system is connected to other MOBIUS libraries for resource sharing purposes. The University has determined limitations with the current arrangement may not best serve the interests of its students, faculty, staff and guest users. Southeast is exploring moving to a new library management system (LMS). A hosted, cloud-based system is preferred.

4.1 Current services and products include:

- ILS – Innovative Sierra for acquisitions, cataloging, circulation, course reserves and a user catalog
- Reference Chat Service – Pidgin
- Catalog authority control – Marcive authority services through MOBIUS
- Batch loading of catalog records – vendor bibliographic records received from Marcive (federal government documents), Films on Demand, Kanopy, Alexander Street Press, Naxos and others
- Interlibrary Loan
  - InnReach – Innovative resource sharing (through MOBIUS)
  - ArticleReach – Innovative resource sharing
  - Iliad – OCLC resource sharing
- Electronic Resources Management – sfx, EBSCONet, Innovative Sierra acquisitions and cataloging and internal spreadsheets
- Digital Collection Management – OCLC CONTENTdm
- Archives Management – ArchivesSpace
- Learning Management System – Moodle
- University Enterprise Resource Planning (ERP) System – Banner
- University Student and Staff Data – Banner
- Other library software – EZProxy, LibGuides, ResourceMate

4.2 Innovative Sierra record counts:

- Bibliographic – 1,055,318 (July 2017)
- Holdings – n/a
- Item – 954,947 (August 2017)
- Patron – 13,174 (August 2017)

5. In addition to proposals for a library system, the University is open to proposals that include resource sharing and/or database licensing.
6. The contract awarded as a result of this Request for Proposal will be from contract signing, through June 30, 2021 (migration/implementation plus 3 years), with renewable options for two additional twelve month periods in accordance with the terms and conditions specified elsewhere.
7. The University's anticipated time frame for this project is as follows:

Issue RFP (August 28, 2017)  
RFP closing date (September 18, 2017)  
Proposal evaluation completed (October 2, 2017)  
Contract award date (October 15, 2017)

Implementation completed (June 15, 2018)

Services commence (July 1, 2018)

8. 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.

SOUTHEAST MISSOURI STATE UNIVERSITY  
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SCOPE OF WORK

The contractor must provide a Library System for Southeast Missouri State University (hereinafter referred to as "Southeast", "Client" or "University"), for the period of July 1, 2018, through June 30, 2021, in accordance with the terms and conditions contained herein and as specified in the notice of contract award.

The contractor will provide a cloud-based or hosted library system to manage the entire life cycle of library materials. The system should 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 will 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.

The following section contains both narrative informational requests and specific questions. Please address both for full consideration.

1. Describe the proposed solution.
2. Contractor Qualifications:
  - 2.1 Number of years in the business related to the RFP
  - 2.2 Type of Operation (For example, Individual, Corporation, Nonprofit Corporation, Government, or other)
  - 2.3 Company-Wide Annual Sales
  - 2.4 Number of Employees
  - 2.5 List of Key Employees (Include job titles, and location(s) involved in implementing and sustaining the proposed solution)
  - 2.6 Demonstrated Expertise in supporting service or similar services
  - 2.7 Demonstrated history as a trusted partner to libraries or similar institutions
  - 2.8 List of subcontractors (if any) and their role in the proposed solution
  - 2.9 Description of technology supporting the proposed solution
  - 2.10 System upgrade and enhancement cycles and plans

The following sections contain both narrative functional requests and specific functional requirement questions. Please address both for full consideration.

Offerors should record the relevant response code from the list below for each item in the space provided next to the number, clarifying responses as necessary. Lengthy comments and/or screenshots may be provided in (a) separate attachment(s). Please include the relevant number (for example, 3.23) to facilitate matching attachments to information requests or questions.

Offeror Response Codes (to record next to each number):

**A = Available** – The feature or component is available and in use by libraries today. Available features are assumed to be part of the general system and available at no additional cost.

**N = Not available** – The feature or component is not currently available, nor is development planned.

**D = Under Development** – The feature or component is currently being developed by the offeror for release at a later date. Offeror should specify the projected date for release and indicate whether there is a separate cost.

**U = Unnecessary** – The feature or component is unnecessary as described because the system provides an alternative means for achieving the desired function. Offeror should explain the alternative approach in the comments.

**O = Optional** – The feature or component is available and in use by libraries today as a separately priced option. Please specify the additional cost in the Pricing section.

3. **System:**

Kent Library seeks a contractor solution that improves user services, realizes efficiencies in operations, improves staff usability and is financially sustainable over time.

System requirements: Kent Library faculty and staff and Southeast students, faculty and staff expect reliable 24/7/365 access to the library management system. The contractor solution must meet high reliability expectations and be ready to quickly and accurately mitigate and resolve downtime and/or system failures. 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 should utilize responsive design technology and adjust to the users' environment based on screen size, orientation and operating system. The web interface should self-adjust across standard mobile devices.

The library management system should support key information standards and protocols in a library environment, such as RDA (Resource Description and Access), Z39.50, COUNTER/SUSHI, Dublin Core, OAI- PMH (Open Archives Initiative Protocol for Metadata Harvesting) and others. Standard authentication methods such as CAS (Centralize Authentication System), Shibboleth, Active Directory and others should also be supported.

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.

Kent Library must be able to manage data security and privacy at the staff, user and institution level. The system should be FERPA (Family Educational Rights and Privacy Act) compliant. The library management system should 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 (Banner).

The LMS should allow for administrative and functional authorization at multiple levels and some granularity in setting user permissions. The system should be interoperable and integrate with other University platforms, such as Moodle.

The LMS should offer the ability for working with library data, including extracting data; exporting,

manipulating and re-importing data; and reporting with or on data. Capabilities should 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

Kent Library would like to complete migration from its current integrated library system into the new library management system no later than June 15, 2018. The system offeror and the solution must be able to support this timeline.

The library management system should be customizable. Examples include:

- being able to use a University identifier for student patrons and add a second ID, like a barcode;
- searching on local Marc fields in the staff and discovery interfaces;
- library control of any/all display aspects of Marc fields in the user discovery interface; and
- library customize of the order in which facets display in the discovery interface.

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 prefer 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.

	FUNCTIONAL REQUIREMENTS		
	Reliability and Performance	Code	Comments
3.1	Describe how the LMS minimizes business disruptions, downtime and mitigates system unavailability. Include any available Service Level Agreements (SLA).		
3.2	How does the LMS monitor and report on system reliability and performance?		
3.3	Describe any scheduled down time the system requires; including the frequency, duration and purpose. How are system upgrades done and what limitations are there on system use during this time?		
3.4	Describe the parameters of a typical Library Service Agreement for a single library/single instance implementation.		
3.5	Describe any hard and/or soft limits on the number of records or various types which the system can manage. Are soft limits adjustable? How?		



3.6	Describe the hard and/or soft limits on the size and/or number of values in data elements within records of various types. Are soft limits adjustable? How?		
3.7	Are there any simultaneous staff and/or user connection limitations? Is there a maximum number of connections that cannot be exceeded?		
3.8	A offeror-hosted, cloud-based system is preferred.		
3.9	Please provide information about any certifications and/or standards for the hosting center.		
3.10	Provide information about hosting center locations, failover strategies, disaster recover strategies, support strategies and network architecture, including carriers, supporting the hosting center.		
3.11	Detail minimal level connection and/or local network requirements for system optimization.		
3.12	Describe the required library systems staffing for the LMS.		
3.13	Describe any initial configuration or implementation decisions that cannot be later changed, or altered only with great effort or expense.		
3.14	Explain which system profiling/configuration decisions apply globally across the LMS?		
3.15	Describe how the LMS software and/or hardware updates, fixes, upgrades and feature/functionality enhancements are deployed.		
3.16	Describe how library staff interact with the LMS.		
3.17	From what operating systems and devices can library staff interact with the LMS?		

3.18	Are the library staff and user discovery interfaces responsively designed?		
3.19	Explain how updates are tested against different environments. For example, what is the timeline for browser changes to be matched with system upgrades?		
3.20	Does the system support 128bit encryption and SSL for communication?		
3.21	Does the offeror have cyber liability insurance for all the data housed at the host center(s)?		
3.22	Describe the library system's data management practices, including those for user and circulation transaction information. Include information standards compliance, physical and technical controls as outline in ISO 27001 or other standards. Is there granularity for what user information is viewable by staff?		
3.23	Describe the system's use of and support for secure protocols to safeguard data in transit.		
3.24	Describe the system's support for encryption in backups and in replica sets.		
3.25	Describe how the solution prevents loss of data. Describe how it provides data recovery or rollback to specific points in time in the event data loss occurs.		
3.26	Describe the process through which data is recovered. What is the typical turn-around time to data recovery and resuming normal operations?		
3.27	How is data recovery segmented? Is it possible to recover a subset of records (bibliographic or user) or a particular range of transactions?		
3.28	Is system recovery or rollback only possible in its entirety?		

3.29	What protocols are in place to deal with unauthorized access to or disclosure of confidential data?		
3.30	Describe the system's data validation process as records are created or edited. Does the process change for single records vs. batches of records?		
3.31	How does the system track local changes to records? Is there an audit trail of edits? Describe the process of editing a local bibliographic record.		
3.32	Describe how the system complies with laws governing the storage and use of 'protected' user data. Example laws and regulations include: Family Educational Rights and Privacy Act (FERPA).		
3.33	Describe how the system can leverage data from the University's ERP system for user and staff accounts. Does the LMS support automated account creation through SAML2 or CAS?		
3.34	Describe how administrative rights are assigned within the system. Can administrative rights be assigned to groups, as well as users?		
3.35	From the administrative view, describe what functional permissions and privileges can be managed at the group level and the individual level. Does the system support individuals being members of multiple groups simultaneously?		
3.36	Describe the level of granularity of access controls for staff functions: can certain elements be made read-only for some staff and read- write for others?		
3.37	Describe how the library management system communicates with the University course management system, Moodle.		

3.38	How does the system handle a student who may also be a University employee or an employee who may also be a student? Is having two identities problematic?		
3.39	Describe the system's support for single sign-on authentication and authorization. Is CAS (Centralize Authentication System) or SAML 2.0 supported?		
3.40	Describe the system integration of discovery, resource sharing/ILL, link resolution and so on.		
3.41	Describe if and how the library management system integrates with campus financial systems for such activities as ordering, encumbering funds, billing and other functions.		
3.42	Describe the system's analytical and reporting functionality. Is local customization of reporting possible?		
3.43	For reporting, updating, importing and exporting functionality, describe the level of staff expertise needed. Describe how the data could be made available in Microsoft systems, such as Excel or Word.		
3.44	Describe the ability of the system to process transactions via NCIP (NISO Circulation Interchange Protocol) and SIP2 (Session Interchange Protocol, version 2.0).		
3.45	Describe how the system exposes data through documented web services and APIs, including data operations such as read, write, update, delete and so on. Describe any licensing or technical restrictions on the use of these tools and services.		

3.46	Describe any techniques such as keyboard shortcuts, task-oriented macros, templates or keystroke recording provided for staff-side operations.		
3.47	Describe the product's support for the Library Linked Data model, including the Resource Description Framework (RDF) and RDFa. Can the system expose linked data such as authority-controlled headings and linked holdings?		
3.48	Does the system deliver customizable, relational views of system data? Can the views include data from multiple record types (bibliographic data and ordering data OR bibliographic data and item data)? Are the views read-only or capable of update? Can the view data be exported and manipulated?		
3.49	Describe how the system supports batch loading and batch updates of records (all types).		
3.50	Describe a recommended or typical migration timeline from an Innovative Sierra system.		
3.51	Describe the typical or recommended downtime for migration.		
3.52	Describe the offeror's migration services, including data migration, configuration and policy planning.		
3.53	Describe the offeror's training services for library staff. How is training typically conducted: on-site, online, or other?		
3.54	Describe offeror's experiences migrating data from Innovative Sierra.		
3.55	Describe any specific considerations or difficulties in migrating bibliographic, acquisitions, serials, periodical check-in, electronic resource, content license, user and circulation records and data from Sierra into the offeror system.		

3.56	Describe the ability to retain and/or preserve transient or temporal data, such as checkouts, holds, item statuses, item statistics, user status and user blocks through the migration process.		
3.57	Give examples of what types of data have been lost through previous migrations, especially those from Sierra.		
3.58	Describe any issues with migrating from MARC-8 to Unicode. Note any issues with non-Roman characters.		
3.59	Describe any proactive monitoring of the system by the offeror. How is information communicated to customers? How are customers alerted in the event of planned downtime and unplanned system anomalies?		
3.60	Describe your customer-support communication pathways, periods of coverage and expected response time. Provide data for average response time for open problems/tickets.		
3.61	Describe your customer support model? Does the library have primary contact(s) for their account, by area of specialty (acquisitions, cataloging) or by geographic region?		
3.62	Describe any customer community activities the offeror sponsors or supports.		
3.63	Describe the system enhancement process. What role does the library play in determining and prioritizing new features and enhancements?		
3.64	Describe the frequency and scope of both major and minor releases? Include dates for the most recent three major and three minor releases.		

3.65	How long does the offeror support a major platform release after it has been superseded by a new version?		
3.66	Describe the content and delivery method (context-sensitive, online, Knowledgebase, other) of administrative and end-user documentation sets. What is the frequency of documentation updates?		
3.67	Describe the support provided for APIs and web services that enable the customer to extend management system functionality.		
3.68	Does the offeror provide a customer support system with a help desk and/or issue reporting process, including case tracking and the process for escalating problems? Explain.		

**4. Staff Functions:**

Kent Library's Resource Services staff require a library management system that supports the discovery, acquisitions, description and maintenance of all library formats, including financial responsibility, tracking and record keeping and management of electronic resources. Financial reporting that is comprehensive, flexible and granular is needed for importing and exporting data in and out of the system at no cost and into formats that are usable.

The system must include tools for effectively and efficiently managing the library's electronic resources. The system should support a variety of purchasing methodologies, such as the library purchases directly from a vendor, library purchases through a consortia, partial (not inclusive) purchases, resources that may not be purchased, like Open Access resources or collections and/or resources that require individual account registrations. The system should have tools for managing all information associated with electronic resources, such as contacts, licenses, renewals, invoicing and other activities. The system should align with national and international standards for electronic resource management.

The system should support the entire life cycle of an electronic or print library resource from acquisition through access. The system should allow the ability to add, maintain and discover unique local fields. The library management system must support current and future standards and frameworks for all record and data types, including, but not limited to, licensing, electronic resources and bibliographic, holdings, item and authority records.

The library management system must enable and enhance the user experience related to discovering, selecting and obtaining library resources. The system must support resource description and discovery in both past (AACR (Anglo American Cataloging Rules) and AACR2 (second edition)), current (RDA (Resource Description and Access)) and future standards for a myriad of formats. The system must provide reliable and flexible importing and exporting of records and options for shared and local metadata. There is an expectation that the system will support future metadata frameworks in a timely manner and the capacity for interoperability with external systems.

The ability to effectively meet Kent Library’s circulation and resource sharing needs is fundamental to successful user interactions and library management system operations. The library anticipates the need to implement a mix of system-wide circulation lending rules as well as rules that may apply to a single service desk. User data privacy and security is required. The library prefers functionality to be at the desk and/or employee level defined available functionality. The system should be able to ensure that only data functionality necessary to perform a given transaction be available during the transaction processing.

Kent Library seeks a system that is able to integrate at an article or transaction level with sharing platforms such as Ebsco, ProQuest, LibGuides and other solutions outside of the library management system. The system should support users in their use of related software (EndNote, Zotero or others).

Resource Services is a service point for library users. This unit acquires and catalogs materials and facilitates resource discovery. Integrated, streamlined workflows that make library materials in all formats readily available and that eliminate duplicate data entry and/or record keeping are important.

FUNCTIONAL REQUIREMENTS			
	Performance	Code	Comments
4.1	What workflows can be integrated to avoid repetitive data management?		
4.2	Describe the process for batch loading of records (order, bibliographic, holdings, item and others).		
4.3	Describe how the system handles local information, such as processing notes, donor information, binding information and more.		
4.4	Describe how the system manages and maintains the authority file.		
4.5	Does the system allow for local authority records? Explain how this works.		



4.6	Describe how the system provides electronic resources management		
4.7	Describe how the system manages and maintains individual links to electronic resources.		
4.8	Describe the system's integrated workflow from materials selection to circulation.		
4.9	Describe the interaction and connection between the ERM and other functional components such as acquisitions, discovery, financial management, interlibrary loan and others.		
4.10	Does the system support interlibrary loan or acquisitions purchase-on-demand programs?		
4.11	Describe local options for customizing the integration of workflows. Is it able to support multiple work queues for the same tasks?		
4.12	Describe the system's support for tracking workflows such as automated reminders and alerts.		
4.13	Describe how the system supports the acquisitions workflow: ordering, receiving, invoicing, claiming, payment and other steps.		
4.14	Describe how the order data is stored in relationship to bibliographic and item data. How is order data linked to multiple bibliographic records?		
4.15	Describe the system's ability to import bibliographic records individually or in batches from a offeror, including but not limited to automatic generation of order, invoice or item records from data supplied.		
4.16	Does the system support brief bibliographic records for ordering purposes?		

4.17	Describe how the system supports non-purchased materials (government documents or gifts) where a bibliographic record is needed but there is no order record.		
4.18	Describe the fund structure for the acquisitions ledger. Is there a limit on the number of funds?		
4.19	Can multiple funds be used to pay for a single order?		
4.20	Describe the system's support for storing and sharing vendor data (such as database licenses) and how the data is used or available in different functional areas.		
4.21	Does the system have the ability to integrate with the campus financial system? Is it possible to automate the export and import of financial transactions such as payment of invoices?		
4.22	Describe the systems financial reporting functionality and granularity.		
4.23	Is local and/or system-wide customization of financial reporting possible? Is offeror intervention needed?		
4.24	Describe the system's support for fiscal year close.		
4.25	In what format and for how long can fiscal-close records be retained?		
4.26	After fiscal year close, are all or a portion of acquisitions records retained? For how long?		
4.27	Describe how statistics and reports are generated from acquisitions records.		
4.28	What data is available for reporting from order, vendor, item, bibliographic or other acquisitions records? Are report contents transferrable to Excel or other software for further analysis and manipulation?		

4.29	Describe the system's workflow for print serials management at the issue level, including receiving, creating item records, labeling, binding and other activities.		
4.30	Does the system support the creation of publication prediction and enumeration patterns? Can patterns be reused?		
4.31	Describe the system's support for the check-in of multiple instances of a given title, such as individual issues, bound volumes, supplements and/or other materials received on a regular or irregular basis. How are the different parts distinguished in the staff and discovery interfaces?		
4.32	Is the system capable of supporting issue management through SISAC (Serials Industry Systems Advisory Committee encoding and identification system) and/or UPC (Universal Product Code) codes?		
4.33	Does the system support serials claiming? Describe the process.		
4.34	Describe the systems support of current Marc 21 holdings records standards. How is local holdings information created, maintained and displayed (staff and discovery interfaces)?		
4.35	Does the system's serials check-in functionality automatically update the Marc 21 holdings record, including content related to the 85x/86x paired fields? Describe how this happens.		
4.36	Describe the system's support for generating serials statistics, such as the number of active subscriptions, number of issues received, number of bound volumes added and other activities.		
4.37	Describe the creation of electronic resource records.		

4.38	Can records be created at different hierarchical levels to support electronic resources such as complete packages, partial packages and/or individual titles?		
4.39	Do these records link to license documents and/or vendor information? How?		
4.40	Does the system support the management of license agreements? How are license and related documents stored, accessible and displayed in the system?		
4.41	Does the system's license management functionality include extraction of specific license terms (interlibrary loan, course pack and other terms) for integration into other areas of the system?		
4.42	Describe how the system manages administrative information (Admin URL access, account names and passwords, and other data) for electronic resources and contact information for vendors and publishers.		
4.43	Is this data linked to other areas of the system? Describe this functionality.		
4.44	How are archived, superseded or cancelled licenses handled?		
4.45	Describe the workflow management available for electronic resources.		
4.46	Does the system include a Knowledgebase of eJournal titles, packages and URLs?		
4.47	How, and how often, does the Knowledgebase receive content updates and/or corrections? (For example, journal coverage within a specific package changes, vendor makes change to base URL, titles are added to or withdrawn from a publisher package or vendor database.)		

4.48	Describe how the Knowledgebase integrates with the electronic resources functionality of the system.		
4.49	Can local collections be added and tracked within the Knowledgebase? Describe the process.		
4.50	Describe how the Knowledgebase works with OpenURL resolvers.		
4.51	Does the system's electronic resources management include subscription/license renewal reminders? How are reminders triggered?		
4.52	Does the system include the ability to track new resources from trials through access setup and resource cancellation?		
4.53	Describe the system's OpenURL resolver. If there is no integrated OpenURL resolver, describe the system's interactions with third-party OpenURL applications.		
4.54	Does the system have the ability to ingest and manage usage statistics for electronic resources, including COUNTER, SUSHI or other statistics?		
4.55	Does the system functionality support statistics management from hosted platforms such as Highwire, where multiple publishers might provide data?		
4.56	Is it possible to separate usage statistics for resources by access method—the system's discovery layer vs. the native resource platform?		
4.57	Describe the system's reporting capabilities. Are reports such as content overlap data and cost per use available? Is it possible to do content overlap for subscribed and non-subscribed resources?		
4.58	Describe the system's ability to output electronic resource records for integration into the library discovery, library catalog and library webspaces.		

4.59	Describe how the system manages and maintains package customizations such as branding applied to the package, registered IP ranges or addresses, data setup and other activities.		
4.60	Describe the OpenURL setup (Y/N and with what branding).		
4.61	Are local modifications to the OpenURL and/or its administration allowed? How?		
4.62	Does the system track and/or retain vendor correspondence? Describe.		
4.63	Is any of the ERM data searchable in the discovery interface? What data? How is it accessed?		
4.64	Describe how the system supports materials processing for physical items.		
4.65	Describe the system's spine label printing functionality.		
4.66	Is the system capable of supporting multiple classification schemes (Dewey, SuDocs, LCCN) simultaneously?		
4.67	Describe any label layout customization and printer options available.		
4.68	Is identifying and collapsing serial binding volumes/units system a functionality? Are there automated alerts for serials binding?		
4.69	Describe canned and custom collection reporting, such as, but not limited to, collection age and collection usage.		
4.70	Describe how the system supports importing and exporting of bibliographic, holdings and authority records in Marc 21 format.		
4.71	Describe how the system provides for the display of valid and invalid Marc content designators (field tags, subfield codes and indicators) in the cataloging staff area and suppresses display of coding in the discovery interface.		

4.72	Describe record display on staff workstations, public interfaces, Web browsers, mobile devices and other supported platforms.		
4.73	Describe how the system indexes record content.		
4.74	Describe how the system manages multiple classification schema and subject vocabularies.		
4.75	Describe the system's ability for inputting characters in non- Roman scripts (such as Chinese) and how ALA diacritics are input, stored and displayed.		
4.76	Does the system support display of Unicode characters in all interface screens?		
4.77	Identify all metadata schemas that are supported and describe how they are implemented.		
4.78	Describe any conversion tools or utilities that will translate from one metadata schema to another.		
4.79	Describe how the system accommodates multiple content standards and encoding schemas, such as EAD (Encoded Archival Description).		
4.80	Describe platform plans for incorporating future cataloging methods.		
4.81	Describe how the system supports unique local data needs within a shared record environment.		
4.82	Describe how Resources Description and Access (RDA) has been implemented, including adjustments to the Marc framework.		
4.83	How are RDA and Marc adjustments optimized and reflected in the user experience?		
4.84	Describe plans for keeping the system current following Marc21.		
4.85	Describe the system's ability to allow browsing by call number, title, author, subject, series, local notes and other access points.		

4.86	Describe the system's support for Marc holdings records, including the export and import of holdings records for serials and monographs.		
4.87	Is the system able to support multiple local holdings locations and sub-locations?		
4.88	Describe how local holdings are set in WorldCat.		
4.89	Does the system support linked records, such as 'bound with' titles with separate bibliographic records but a shared holdings record? Explain.		
4.90	Describe how the system supports current standards for authority data.		
4.91	Does system functionality support authority control in all relevant bibliographic fields without offeror intervention?		
4.92	Describe how the system identifies which fields can be authority controlled.		
4.93	Describe how the system will allow management and maintenance of an authority file.		
4.94	Describe how the system manages import and export of authority data.		
4.95	Does the system support local authority records?		
4.96	Describe typical authority control practices at the offeror and local levels.		
4.97	Describe how the system manages and displays cross-references.		
4.98	Are locally created cross-references supported? If yes, how are they preserved and displayed?		
4.99	Describe how the system supports unique persistent identifiers and linked data applications.		



4.100	Describe how the system supports local global changes to entire fields and subfields and specific strings within fields and subfields in all record types, such as order, vendor, bibliographic, circulation and authority records. Include a description of listing and/or reporting functionality, ability to search across record types and output methods.		
4.101	Describe the system's validation routines for order, bibliographic, holdings, item and authority records.		
4.102	Describe the system's standard database maintenance reports, including, headings, data duplication and others.		
4.103	Describe the export and import procedures including how the system manages the import and export of different encoding levels and unique fields.		
4.104	Does the system provide overlay alerts when importing records?		
4.105	Describe the system or library's ability to manipulate data during record loads. For example, adding, modifying (URL customization) and deleting fields.		
4.106	Describe how the system provides the option of export and import of all types of records for either local manipulation or manipulation by third-party application without system offeror intervention and with full preservation of all content designators.		
4.107	Does the system allow loading of records from multiple sources with any metadata scheme (standard and non-standard)?		
4.108	Does the system provide tracking of and accountability for staff editing of all (or any) record types?		

4.109	Describe the workflow from the point a local item-level request is made by the user, through delivery of the item to the specified pick-up location and circulation of the item to the user.		
4.110	Describe how the system handles multiple requesting, circulation and delivery service points within a single institution.		
4.111	Describe how the system connects/communicates with other circulation platforms, including traditional interlibrary loan systems such as ILLiad for the delivery of electronic and physical materials not owned/licensed by Kent Library.		
4.112	Is the system able to create temporary circulation records for ILL items coming from another library?		
4.113	Describe any copyright and licensing agreements, procedures and compliance tracking the system offers.		
4.114	Does the system support distributed responsibility for maintaining permission to specific circulation functions? Explain.		
4.115	Describe how circulation permissions can be assigned to groups and to individuals.		
4.116	Does the system support tailoring of staff screens by workstation, showing only functions needed by staff rather than all available functions?		
4.117	Does the system provide the ability to view-only, edit and manage lending rules?		
4.118	Describe how the system integrates lending rules with library hours, closures and calendars.		
4.119	Describe the flexibility within the staff interface to change between circulation, acquisitions, cataloging or other staff modes.		

4.120	Describe how the system manually or automatically generates bills and fees for services, fines and lost items.		
4.121	Describe the history and detail preserved on bills and fines.		
4.122	Describe how the system allows library staff to waive fines and/or fees.		
4.123	Describe how the system transmits and receives user debit and credit information to and from the University Business Office.		
4.124	Southeast uses Banner; describe the workflow from the system to Banner and from Banner to the system.		
4.125	Discuss how the system abides by applicable laws and standards regarding payments and confidentiality.		
4.126	Does the system support the booking and scheduling of equipment, materials and/or rooms? Describe.		
4.127	Describe how the system determines due dates, due times and fines for checkouts, renewals, recalls and bookings.		
4.128	Describe options available when exceptions need to be made; for example backdating check-in or overriding a due date.		
4.129	Describe the system's ability to support offline circulation transactions when the system or the Internet are down.		
4.130	In the event the connection to the system and/or the Internet are down, what kinds of activities (check-out, check-in, cataloging) would the library be able to continue?		
4.131	Describe the process involved in resynchronizing local activities with the system when the issue has been resolved.		

4.132	Describe how the system handles creation of user records and temporary item records.		
4.133	Describe what mechanisms are supported to scan or read material and user identifiers into the system (barcodes, RFID tags, mag strips and others).		
4.134	Describe the system's hold/hold shelf management capabilities.		
4.135	Describe any inventory/collection management tools in the system.		
4.136	Describe any mobile inventory/collection management tools supported by the system.		
4.137	Describe the system's course reserves functionality (both electronic and print), including the ability to cross-link courses and items.		
4.138	Describe course reserve functionality for dealing with 'personal' physical copies being placed on reserve.		
4.139	Describe course reserve functionality supporting and/or preserving course reserve lists from semester to semester and/or making lists available every other semester.		
4.140	Is it possible to preserve course lists and reactivate reserve items on an as needed basis?		
4.141	Describe any reserves copyright, and licensing agreements, procedures and compliance tracking the system offers.		
4.142	Describe how the system allows automatic and manual user blocks from borrowing and other services.		
4.143	Describe how the solution allows user access to their individual user accounts and account information.		
4.144	Describe how the system allows management of users (community guests, visiting scholars) to have local borrowing privileges, but not remote access to licensed databases.		

4.145	Describe the elements and structure of a patron (user) record.		
4.146	Describe how patron records are created.		
4.147	If different than a patron record, describe the elements and structure of a staff record.		
4.148	Describe the ability to update patron records individually and globally.		
4.149	Describe the ability to ingest large numbers of patron records at one time from external systems, such as the University ERP System. For example, new student records at the beginning of a new semester.		
4.150	Describe the system's solutions for protecting patron data and privacy.		
4.151	Describe the customer support and training services related to circulation and resource sharing.		
4.152	Describe staff documentation for circulation and resource sharing; including format, accessibility and availability of content-sensitive help with the staff interface.		
4.153	Describe how the system reports transaction errors and other errors so that staff action and/or intervention is possible.		
4.154	Describe the system's standard reporting tools including use of the collection and its services (lending/borrowing, logins to eResources and other activities).		
4.155	Describe the array of variables about which the reporting tools can gather statistics, such as locations, call numbers, patron categories, materials formats and others.		
4.156	Describe the system's ability to generate lists of records and export the record data into various software programs and formats.		

4.157	Describe the system's ability to retain transaction-oriented information (without user identifiable data) for statistical reporting purposes.		
4.158	Is transaction-oriented information retained if the associated item and/or patron record has been removed from the system?		
4.159	Describe the availability of customizable reports and at what staffing levels and from what staffing levels customizable reports can be accessed.		
4.160	Describe the types of electronic and/or print notices the system provides. For example, receipts, paging slips/lists, book bands, hold shelf tags, pickup and overdue notices.		
4.161	Describe the ability to customize, design and brand electronic and/or print notices.		
4.162	Describe the types of automated patron notifications the system provides: email, SMS and others.		
4.163	Describe the ability for staff communication about individual transactions. For example, message alerts.		
4.164	Describe how the system supports the NISO Circulation Interchange Protocol (NCIP), ANSI/NISO Z39.83 or the SIP2 Protocol.		
4.165	Does the system support a borrowing and lending workflow of an item-level request through ILL or a consortium? Explain.		

5. **Discovery and User Experience:**

Kent Library requires a discovery interface that supports users' teaching, learning and research needs, enabling them to locate and access relevant resources efficiently. A solution that seamlessly integrates resources within the library system with those provided by third-party vendors of databases, eJournals, streaming video collections, and other information formats is preferred. This unified discovery experience should include a feature-rich interface that facilitates user finding and locating information from a myriad of sources and in a variety of formats. The discovery layer should also support experienced researchers with search options that provide a high degree of control and specificity. The discovery interface must support the needs of a diverse population. Kent Library prefers a discovery layer that works seamlessly with the library management system and third-party vendor resources.

High Level User Experience Requirements:

- Connect the user to all the content available, whether books and other physical items, online content or digital information. All content should be visible and accessible to the user.
- Show users the resources available and provide accurate information about accessing resources not immediately available.
- Provide clear pathways to help connect the user with the resources and content-specific help within the user interface.
- Allow the user to manage his/her own experience by controlling search limits and preferences; managing lists; and requesting, borrowing and renewing library materials.
- Be readily accessible to users with disabilities, with different levels of experience as researchers and with different technology platforms or devices.
- Recognize and accept user credentials through an authentication protocol and provide seamless user access to multiple sources.
- Provide a single discovery interface that enables discovery of resources, regardless of format or resource type, in the library system and in licensed or subscribed information sources.

User discovery must be an integral component of the library management system. The discovery solution must enable individual users to customize the search experience by controlling for preferred formats, collections and locations. The discovery interface must search across Kent Library's resources, integrating the search results and present them to the user through an intuitive interface. Users should have easy-to-understand tools for using system features to request, obtain and access resources.

The user discovery interface should be Section 508 compliant, accessible from multiple devices and subject to periodic, structured evaluation. The system should allow libraries and library users to integrate external systems and services such as electronic resource vendors, web content management systems, learning management systems and chat reference.

Kent Library prefers a system that enables and encourages local development from a robust community of users.

<b>FUNCTIONAL REQUIREMENTS</b>			
	<b>Reliability and Performance</b>	<b>Code</b>	<b>Comments</b>
5.1	Describe how the system provides library users with an intuitive interface that searches disparate resources; enables users to create searches in their own words; retrieves relevant items available to them regardless of format or physical location; and displays, organizes and limits search results in an understandable manner.		
5.2	Describe how the system enables users to control the scope of or refine the search by criteria such as availability, location, creation or publication date, format and version or resource type.		
5.3	Describe how the system will facilitate both known-item searches and open-ended searches (including authors, titles, subject terms, or other identifying information) using an intuitive interface.		
5.4	Describe how the system supports expert searching by researchers requiring more control in formulating search statements and handling results.		
5.5	Does the system save previous user searches and allow the user the functionality to go find the results at a later time? Explain.		
5.6	Describe how the system recommends subjects or other terminology, alternate titles, spelling corrections and other ways to help users identify and use alternate search strategies.		
5.7	Describe how the system manages and enables users to locate and access course reserve materials in different formats, such as paper and electronic (books, eJournal articles, streaming videos, audio files, and others).		



5.8	Provide details for any supplemental and contextual information the system provides, such as book covers, tables of content, indexes, reviews and content previews that enrich the user's understanding of the nature and content of items and collections.		
5.9	If supplemental and contextual information is unavailable, does the system support importing this data from third parties? Explain.		
5.10	Describe how the system integrates with interlibrary loan systems such as ILLiad or other resource sharing platform.		
5.11	When a user opens an OpenURL link within a package and it does not resolve to the full text of the resource, describe what the system does (assumes full-text access directly from the package).		
5.12	Describe how much customization and flexibility the system provides to Kent Library. For example, can the library decide which Marc fields are searchable and faceted in the discovery interface?		
5.13	Does the system support customizing the weighting of search results by source and/or record type?		
5.14	Describe how the system enables users to discover the availability, status and location of specific resources.		
5.15	Does the system support users borrowing and/or requesting physical items from the library's collections? Explain.		
5.16	Explain how the discovery interface manages electronic resources, licensing restrictions and user access.		
5.17	How does the system clearly expose the resources a user has the right to access and connect users with the appropriate electronic or digital resource?		

5.18	How does the user experience differ if the user is on- or off-campus?		
5.19	Describe how the system enables users to access their own accounts in order to view, renew and track checked out and/or requested materials.		
5.20	Are users able to export their personal account data? Explain.		
5.21	How does the system support users when creating, saving, printing, sharing or exporting single items or lists of items to citation management, word processing or other productivity software?		
5.22	Describe the help available to users from with the system's discovery interface.		
5.23	Is help locally customizable?		
5.24	How will the offeror respond to library users who may directly contact you for assistance?		
5.25	Describe any system functionality that enables users to set and receive alerts and notifications about the status of specific items or categories of items available to them through the discovery interface.		
5.26	Describe how users might interact with the discovery interface through tagging, recommending or writing reviews of resources.		
5.27	Does the system support user purchase-on-demand requests? Explain.		
5.28	Describe the system's ability to support searching the library management system through web forms.		
5.29	Is the discovery interface accessible (Section 508 compliant) to users with disabilities? Explain.		

5.30	Does the discovery interface support a platform (device and/or browser) agnostic search experience? Explain.		
5.31	Describe the system's end-user interface experience when access is through a mobile device.		
5.32	Provide information and a timeline for how quickly new browser versions are supported in the discovery interface.		
5.33	Describe the system's support of older browser versions.		
5.34	How is end-user feedback obtained and used to drive system/interface changes?		
5.35	How is library feedback obtained and used to drive system end-user interface changes?		
5.36	Describe how the offeror approaches evaluating and improving the usability of the system.		
5.37	Describe how the system will enable interoperability with local online reference services, social networks, external subject guides and other electronic services for communication between library users and staff.		
5.38	Describe the branding and customization options available to local libraries.		
5.39	Do local customization options include capabilities for setting default options? Explain.		
5.40	APIs (Application Programming Interfaces) are frequently used by libraries and individuals to fill gaps where local service demands are not met by the system or offeror. Describe any discovery layer APIs available to system users.		
5.41	What are the offeror's policies for APIs?		

5.42	Does the system functionality include preserving user-created data? Explain.		
5.43	Describe the offeror's policies on backing up, recovering and purging user-supplied data. For example, if a user accidentally deletes a resource list he/she created, is the list recoverable? How can user created and shared information be removed from the system?		

6. **Additional product or service information** [Information not used to score proposals.]:

Offerors are welcome, but not required, to provide information about related products and services.

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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 in excess of the original contract period, which shall be from contract award date through June 30, 2021. The University shall have the right, at its sole option, to extend the contract for two (2) one year periods, or any portion thereof, following the initial three-plus year term. 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.
  - 1.1 If an extension option is exercised, the contractor shall agree that the price(s) stated on the Pricing Page shall not be increased in excess of the maximum percentage of increase.
  - 1.2 The percentage of increase for each extension option shall be computed against and added to the price(s) stated on the Pricing Page for the original contract period. It is not a cumulative increase. If the Pricing Page does not include such percentages or if the contractor does not complete applicable spaces, the price(s) during extension periods shall be the same as during the original contract period.
  - 1.3 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.
  - 1.4 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 fees and charges 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. In addition, 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.
  - 2.1 Any fee paid to the current ILS provider will be paid separately by the University.
  - 2.2 Payment for all goods and services required herein shall be made as mutually agreed up on by the University and contractor.
  - 2.3 In the event that the scope of work is revised by the University, and agreed to by the contractor, 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, and other business costs 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 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 sixty (60) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor shall, at the option of the University, become property of the University. In addition, the University shall be entitled to an applicable pro-rated refund of the payment.
5. The contractor shall fully coordinate its activities in the performance of the contract with those of the University throughout the contract period.
6. The contractor shall, within 10 business days after the award of the contract, submit a written notification to the University of the name, title, address, and telephone number of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the contractor's performance under the contract shall be addressed.
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 at any time.
8. 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.
9. In as much 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 contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work are the property of the University and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the University, and that upon termination of the contract, or at any other time the University requests, the contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

10. The contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. The contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, its Board of Regents, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The insurance shall include an endorsement that adds the University as an additional insured. Written evidence of the insurance shall be provided by the contractor to the University upon request. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. In the event the insurance coverage is canceled, the University must be notified immediately.
11. The contractor shall indemnify, defend and hold harmless the Board of Regents 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.
12. 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 Regents, agencies, employees, and assigns.
13. 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.
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. 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 the prior written notification to the University. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the notification of a substitution shall not be construed as an acceptance by the University.
  - 15.1 The University reserves the right to have the contractor immediately remove or replace personnel whose performance the University determines to be unsatisfactory. There will be no charge to the University for the contractor's replacement of such personnel while under contract with the University.

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 RSMo section 285.525, pertaining to RSMo section 285.530, 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 RSMo section 285.525 pertaining to RSMo section 285.530, 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 <http://www.semo.edu/purchasing>. 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 cover sheet and signed cover sheets for any amendments, if applicable, should be placed at the beginning of the offeror's package. The University requests the original and two copies be submitted.
  - 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 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 and/or the solicitation cancelled, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, the proposal response will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
4. Any offeror with questions should contact Randyn Miller, Buyer, at (573) 651-2588 or via email at [ramiller@semo.edu](mailto:ramiller@semo.edu). All offerors and/or anyone else acting on their behalf must direct all of their questions or comments regarding the RFP to the Purchasing Department. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process.
  - 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 lseabaugh@semo.edu.

- 5. Shortly after the due date, all proposals will be evaluated. Southeast reserves the right to award a contract to the offeror that, in the sole opinion of Southeast, best serves the interests of the University. If deemed appropriate, negotiations may be undertaken with any or all organizations that submit an offer. However, the University reserves the right to reject all proposals and not award a contract.
  
- 6. Vendor No Tax Due Certificate: The offerors are advised that, in accordance with RSMo section 34.040.7, Southeast Missouri State University is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo chapter 144. Additional information regarding Section RSMo 34.040.7 is available on the Department of Revenue’s website at <http://www.dor.mo.gov/business/sales>. The offeror must verify they are either registered to collect sales and/or use tax in Missouri or are not making retail sales of tangible personal property or providing taxable services in Missouri. The offeror can provide this verification by submitting an official “Vendor No Tax Due” certificate issued by the Missouri Department of Revenue. The Department of Revenue will issue the “Vendor No Tax Due” certificate if the offeror is properly registered to collect and have properly remitted sales and/or use tax, or if the offeror is not making retail sales in Missouri. The offeror may obtain a Vendor No Tax Due certificate by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>.
  
- 7. 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 <http://www.semo.edu/accountspayable>. The completed W-9 form may be submitted with the proposal response.
  
- 8. Evaluation Process: Any award accomplished as a result of this Request for Proposal shall be based on the best proposal received in accordance with the following evaluation criteria. Failure to provide adequate information for evaluation of the listed criteria may result in minimal subjective consideration and/or rejection of the offeror’s proposal
  - 8.1 Cost.....50%
  - 8.2 Experience and Reliability of Offeror.....20%
  - 8.3 Proposed Method of Performance ..... 30%
  
- 9. COST: The evaluation of cost shall be based upon the firm, fixed cost, for both the initial contract period cost, implementation cost, and renewal periods.
  
- 10. EXPERIENCE AND RELIABILITY OF OFFEROR’S ORGANIZATION: Experience and reliability of the offeror’s organization are 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.
  - 10.1 **Attachment 1:** The offeror should provide three (3) references from public, non-profit

academic libraries. Reference information should include organization name and contact name with respective email address, title, telephone number, complete address, and dates of service.

- 10.2 The offeror should provide a list of any contracts for the last three (3) years that were cancelled or from which the offeror was prohibited from bidding because of lack of performance or because offeror defaulted on a contract.
  - 10.3 The offeror should submit its organization's project experience of similar scope and complexity for higher educational institutions.
  - 10.4 The offeror should provide proof of being actively engaged in the business of providing library systems or integrated library systems to academic libraries for the last 5 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.
11. **PROPOSED METHOD OF PERFORMANCE:** Proposals will be evaluated based upon the offeror's distinctive plan for performing the requirements specified herein. Therefore, the offeror should present a written narrative which demonstrates the manner in which the offeror proposes to satisfy the requirements of this document. 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.
- 11.1 The offeror should describe the general structure of the proposed library system.
  - 11.2 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.
12. If the offeror requires the University execute some type of contract and/or agreement, 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 requiring the execution of such at a later date, may result in the rejection of the offeror's proposal.
13. **Attachment 2:** Business Information: As a State of Missouri entity, the University is required to report minority-business and women-business enterprise information to the Office of Administration, Division of Purchasing. Therefore, the offeror is requested to complete and return with the proposal. Completion of this document does not affect contract award.
14. **Attachment 3:** Missouri Service-Disabled Veteran Business Preference: Pursuant to RSMo section 34.074 a three (3) bonus point preference shall be granted to offerors who qualify as Missouri service-disabled veteran businesses and who complete and submit the attachment, Missouri Service-Disabled Veteran Business Preference with the proposal response. If the response does not include the completed form and the documentation specified on the form in accordance with the instructions provided therein, no preference points will be applied.

15. **Attachment 4:** Affidavit of Work Authorization and Documentation: Pursuant to RSMo section 285.530, if the offeror meets the RSMo section 285.525, definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), 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, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of the form must be submitted prior to contract award.
  
16. The attached Terms and Conditions, Request for Proposal (revised 05/25/2017), 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 5872

PRICING PAGE

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

1. Implementation Cost/Service Charge: The offer must state a onetime ILS migration service charge in accordance with all terms and conditions of this Request for Proposal.

\$\_\_\_\_\_ Firm, fixed one-time cost through June 30, 2018

2. Library System cost, including fees and service charges: The offeror must state an annual firm cost in accordance with all terms and conditions of this Request for Proposal. This cost will be fixed for the first year of the contract, July 1, 2018 – June 30, 2019.

\$\_\_\_\_\_ Firm, fixed annual cost  
Effective July 1, 2018 – June 30, 2019

Or

Other (Please explain your pricing approach.)

The offeror is strongly encouraged to review page 37, paragraph 1, and section 1.2, before completing this section.

Please note: The percentage of increase indicated by your organization is computed against and added to the original bid price, not against the previous year's price. Therefore, if you anticipate a yearly increase of 1%, you will need to indicate 1% for renewal year one, 2% for renewal year two. This is not a cumulative increase.

\_\_\_\_\_ % Maximum percentage increase  
Effective July 1, 2019 – June 30, 2020

\_\_\_\_\_ % Maximum percentage increase  
Effective July 1, 2020 – June 30, 2021

3. Contract renewal: In the event the University exercises its option to renew the contract, the offeror must state the maximum percentage of increase to be applied to the above initial price for each renewal period. Statements such as “consumer price index” or “cost of living increase” are not acceptable. Failure to complete this section may result in rejection of the bidder’s proposal.

\_\_\_\_\_ %      Maximum percentage of increase  
First twelve-month renewal period (Year 4)

\_\_\_\_\_ %      Maximum percentage of increase  
Second twelve-month renewal period (Year 5)

The offeror hereby affirms that the above is stated in accordance with all terms and conditions of Request for Proposal 5872. 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.

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Company Name

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Signature/Date

**ATTACHMENT 1  
OFFEROR'S EXPERIENCE**

The offeror should provide three (3) references as requested on page 40, paragraph 10, section 10.1.

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**  
**MINORITY VENDOR INFORMATION**

In order to identify information requested by the Office of Administration, Division of Purchasing, please complete the following by placing a check mark in the appropriate box next to the classification which best represents your business. Completion of the following information does not affect purchase order/contract award.

**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                |

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:

- a. Black American
- b. Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- c. Native Indian, Eskimo, or Native Hawaiian
- d. 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 follows: Small, Minority, Non-Missouri.



**ATTACHMENT 3**  
**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, Southeast Missouri State University has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. 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
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business 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, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a 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) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this attachment

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Attachment.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 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

\_\_\_\_\_  
\_\_\_\_\_  
Missouri Address of Service-Disabled Veteran Business

**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 [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

**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

**BOX B – 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: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto: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.



**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 proposal prior to the specified opening date and time.
- c. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- d. **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.
- e. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- f. **May** means that a certain feature, component, or action is permissible, but not required.
- g. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated nor considered for contract award.
- h. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- i. **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 proposal prior to the specified proposal opening date and time.
- j. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed proposals in the Purchasing Department.
- k. **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.
- 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. Chapter 34 of the statutes is the primary chapter governing the operations of the University's Purchasing Department.
- 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 contractor must file and pay, in a timely fashion, all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. 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.
- f. 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.
- g. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. Through July 31, 2017, the University is a tobacco-free campus except in designated areas. Therefore, smoking (both indoors and outdoors) is prohibited on University property and in University vehicles except in designated areas. The use of smokeless tobacco is prohibited inside all University buildings. Beginning August 1, 2017, 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.
- h. 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 proposal process, etc., must be directed to the Purchasing Department. Such communication should be received at least seven (7) calendar days prior to the official proposal 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 procurement 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 proposal 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 PROPOSALS**

- 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 proposals 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 proposal. 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. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer 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 proposal 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 stated FOB destination, unless otherwise specified in the RFP.
- g. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, the entire proposal, 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 proposal in order to be considered for award.

### **5. SUBMISSION OF PROPOSALS**

- a. All proposals 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 proposals should be clearly marked on the outermost envelope with (1) the official RFP number, and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal 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 proposal 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 proposal shall not be honored.

d. A proposal 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 proposal 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 proposal 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 proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

f. Faxed proposals shall not be accepted. However, faxed and e-mailed no-bid notifications shall be accepted.

## **6. PROPOSAL OPENING**

a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at that time.

b. Proposals 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 proposal. 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. PREFERENCES**

a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority- and women-owned businesses in selecting subcontractors.

d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

## **8. 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 proposal. 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 proposal (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations, and (3) complies with Sections 34.010 and 34.070 RSMo 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 proposal.

f. The University reserves the right to reject any and all proposals. When all proposals 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 proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.

h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

j. 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.

k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

l. 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.

m. The final determination of contract award shall be made by the Purchasing Department.

n. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.

o. Any proposal 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 (9). A protest submitted after the ten (10) business day period shall not be considered.

## **9. CONTRACT/PURCHASE ORDER**

a. By submitting a proposal, 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, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) University's acceptance of the proposal 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.

## **10. 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.

## **11. 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.

## **12. 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.

### **13. 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.

### **14. 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 proposal 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.

### **15. 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.

### **16. 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.

### **17. 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.

### **18. 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.

## **19. 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.

## **20. 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.

## **21. 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).

## **22. FILING AND PAYMENT OF TAXES**

The University shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in Chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with Chapter 144, RSMo may eliminate their proposal from consideration for award.

## **23. 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.

## **24. 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.

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