



The Board of Governors of Missouri State University
 Office of Procurement Services
 901 South National Avenue
 Springfield, MO 65897
 Telephone: 417.836.5260

REQUEST FOR PROPOSAL (RFP) 8270-21
April 9, 2024
Class S2 Periodicals, Primarily European Origin
Contract Period: July 1, 2024, through June 30, 2025
Six University Optional One-Year Renewals

This document constitutes a request for **SEALED** proposals from qualified contractors to provide Class S1 Periodicals of Domestic Origin as specified herein, in accordance with the requirements, terms, and conditions of this Request for Proposal.

Date and Time Returnable: 3:00 p.m. on Tuesday, May 21, 2024

Micki Melton E-mail: MickiMelton@MissouriState.edu Telephone: 417.836.6835

By signing below and submitting a response to this RFP, the Contractor agrees to furnish items and/or services pursuant to all requirements and specifications contained in this RFP, upon either the receipt of an authorized purchase order from Missouri State University or receipt of a countersigned copy of the RFP.

Either occurrence shall be agreed by the parties as forming a binding contract pursuant to the terms of the RFP set forth herein. The contractor agrees that subject to the terms of this RFP, any exceptions to the RFP, or other changes could disqualify the Contractor from consideration in the University's final award.

Contractor Company Name			Date
Mailing Address			Telephone
City	State	Zip Code	Facsimile
Contact Person(s)		E-Mail(s)	
Printed Name	Authorized Signature		Title
For University Use Only:			Contract Number:
Accepted by the Missouri State University as Follows:			
BUYER	DATE		DIRECTOR

1.0 INTRODUCTION AND GENERAL INFORMATION

1. Introduction

This document constitutes a request for competitive, sealed proposals from qualified Contractors to provide responses as specified herein for Missouri State University (also referred to herein as the University) for the purpose of assisting the University with Class S2 Periodicals, Primarily of European Origin in accordance with the terms and conditions set forth in this Request for Proposal.

2. Organization

This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

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LINK – Vendor Registration Form, Service Code SE251

<https://apps.missouristate.edu/financialservices/Forms/APVendorRegForm.pdf>.

3. Questions

It is the Contractor’s responsibility to ask questions, request changes or clarification, or otherwise advise the Procurement Office if any language, specifications, or requirements of the RFP/RFQ/RFI appear to inadvertently restrict or limit the requirements of the RFP/RFQ/RFI to a single source.

Any and all communication from bidders regarding the RFP/RFQ/RFI and the procurement process must be directed to the Buyer identified on the first page of the RFP/RFQ/RFI.

Contractors are assumed to understand the RFP/RFQ/RFI and to have accepted all terms upon signature. Any questions regarding the RFP/RFQ/RFI must be submitted in writing.

Written questions should be directed to the Office of Procurement Services to the attention of Micki Melton, MickiMelton@MissouriState.edu, and should be received no later than **Tuesday, April 23, 2024, at 3:00 p.m.**

The University will review questions submitted by the Contractor and, determine whether or not a response is warranted.

4. Timetable

For informational purposes only, Contractors are advised that the University anticipates following the timetable set forth below with regard to this Request for Proposal:

Deadline for Questions	Tuesday, April 23,	2024
Deadline for RFP Response	Tuesday, May 21,	2024
Award Decision, Approximate	Tuesday, June 18,	2024

5. Right to Modify or Cancel

5.1 University's Right to Modify or Cancel

The University reserves the right to officially modify or cancel the RFP/RFQ/RFI after issuance. Contractors will be notified of any such modification or cancellation by the issuance of an addendum from the University's Office of Procurement Services.

5.2 Contractor May Modify or Withdraw a Submitted Bid Prior to the Proposed Close Time.

The Contractor may modify or withdraw a submitted bid prior to the Proposed Close Date and Time by providing the University with adequate notice. For purposes of withdrawing or modifying a bid, adequate notice can be achieved in one of the following ways:

(1) By signed, written notice received by the University's Office of Procurement Services prior to the response close date or

(2) In person, notification by the Contractor or its authorized representative, provided proper identification is presented before the proposal close date and time. Telephone requests to withdraw or modify a response will not be honored. No withdrawal or modification will be accepted following the proposed closure date.

2.0 SCOPE OF WORK

1. General Project Requirements

The Contractor shall provide services for the Class S2 Periodicals, Primarily of European Origin, as specified herein in accordance with the terms and conditions of this Request for Proposal.

1.1 Purpose of Procurement

The purpose of the Request for Proposal (RFP) is to solicit proposals from firms for services for the Class S2 Periodicals, Primarily of European Origin.

1.2 Definitions

For the purposes of this Contract, the following terms have the following meaning:

1.2.1 Accessibility Standards

This means the following national and state-accepted accessibility standards, the MO ICT Standards, the Web Content Accessibility Guidelines (WCAG) developed by the Web Accessibility Initiative (WAI) of the Worldwide Web Consortium (WC3), Level A and AA, and Appendixes A, B, and C of Section 508 and 255 Subparts to the Rehabilitation Act of 1973.

1.2.2 Information Communication Technology (ICT)

This means any information technology, equipment, or interconnected system or subsystem of equipment for which the principal function is the creation, conversion, duplication, automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, reception, or broadcast of data or information. For the purposes of this definition, ICT includes Information Technology.

1.2.3 Information Technology (IT)

This means any electronic information equipment or interconnected system that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information, including audio, graphics, and text.

1.2.4 Sandbox

This means a testing environment wherein the University may utilize the features of the Service/Product for the purposes of testing the Service/Product for compliance with this RFP/RFQ/RFI.

1.3 Alternative Documentation

1.3.1 Master Service Agreement Usage

Do you have a Master Service Agreement, or another document typically distributed to customers seeking to engage the Services/Product underlying your RFP/RFQ/RFI response?

Yes or No

1.3.2 Master Service Agreement Provided if Applicable

If Yes, will you agree to provide the Services/Products pursuant to this RFP/RFQ/RFI and the Contract Documents identified herein and not your Master Service Agreement?

Yes or No

1.3.3 Edits to Master Service Agreement

If No, will you accept edits to your Master Service Agreement including but not limited to the incorporation of your Master Service Agreement into this RFP/RFQ/RFI.

Yes or No

1.3.4 Editable Version of Master Services Agreement

If Yes, please provide an editable version of the Master Services Agreement sufficient for editing by the University.

1.4 Background

Missouri State University is a comprehensive institution offering undergraduate and graduate programs, including a professional doctorate. The university educates students to be global citizen scholars committed to public affairs.

With a system enrollment of 26,000+ students across three campuses, the University is structured to address the special needs of the urban and rural populations it serves. Missouri State University, Springfield is a selective admission, graduate-level teaching, and research institution. Missouri State University, West Plains is an open admissions campus serving seven counties in south-central Missouri. Missouri State University, Mountain Grove serves Missouri's fruit industry through the operation of the State Fruit Experiment Station. The University's Extended Campus provides a variety of opportunities for study that align with the needs of today's mobile students.

The University also operates additional facilities, such as the Darr Agricultural Center in southwest Springfield, Jordan Valley Innovation Center in downtown Springfield, Bull Shoals Field Station near Forsyth, Baker's Acres and Observatory near Marshfield,

Missouri State University Graduate Center in Joplin, and a branch campus at Liaoning Normal University in Dalian, China. Missouri State's Department of Defense and Strategic Studies program is located near Washington, D.C., in Fairfax, Virginia.

When developing, procuring, maintaining, or using Information Communication Technology (ICT), or when administering contracts or grants that include the procurement, development, or upgrading of ICT, the University must ensure that the ICT allows all users (e.g. employees, program participants, and members of the general public) with a disability have access to and use of Information Technology (IT) and ITC that is comparable to the access by users without disabilities. Accordingly, all ICT procured by the University must comply with the Accessibility Standards as defined herein.

Successful Contractors MUST reflect compliance with the Accessibility Standards and provide the requested information set forth below. Failure to provide this information will result in the Contractor's exclusion from consideration.

2. Scope of Service

2.1 General Requirements

The contractor shall provide services as specified herein for Missouri State University (hereinafter referred to as the University) in accordance with the terms and conditions of this Request for proposal.

2.2 As-Needed-Basis

The contractor understands and agrees that the University will place orders for awarded library systems on an as-needed basis throughout the effective period of the contract.

2.3 F.O.B. destination

The supplier is to deliver all materials to the storage location allocated to the department.

All orders placed with the contractor shall be delivered to F.O.B. destination to the University. Any transportation or delivery charges shall be the responsibility of the contractor. No additional charges will be allowed for packing, handling, shipping, unloading, storage or partial shipments.

2.4 Cannot Guarantee Amount of Services

Missouri State University, College of Library is soliciting proposals for services for the Class S2 Periodicals, Primarily European Origin. The purpose of this Request for Proposal is to establish a contract for the Library at Missouri State University throughout the effective period of the contract. There is no guarantee as to the amount of the Contractor's services that may be required under the terms of the contract.

Estimated quantities are provided for informational purposes only and are in no way to be construed as a guarantee of the amount of said items, which may be required during the effective period of the contract.

2.5 Tax

The contractor understands and agrees that items purchased by the University are not subject to federal excise tax, federal transportation tax, or any Missouri state sales tax (pursuant to RSMo 144.030 and 144.615). Therefore, such taxes shall not be included in, or added to, the contract prices.

2.6 Return of Merchandise

The contractor understands and agrees the University shall have the right to return unacceptable and/or defective merchandise within thirty (30) days following receipt of such merchandise without cost or obligation to the University.

3. Order and Database Requirements:

3.1 Orders and Renewals

The contractor understands and agrees that the University will place orders and renewals with the contractor on an as-needed basis. The University shall have no minimum order requirements.

3.1.1 Shipping Costs

Any shipping costs the Library is responsible for must be communicated up front and not at the point of receiving.

3.2 General Correspondence

The contractor must accept general correspondence, purchase orders, and renewals by email, electronic data transmission, telephone, fax mail, and postal mail.

3.3 F.O.B. Destination

All orders placed with the contractor shall be delivered to the F.O.B. destination. All freight charges shall be the responsibility of the contractor, except when the publisher adds a shipping charge to the retail price, in which case it would be considered part of the total cost.

3.4 Electronic Database

The contractor must provide a database as a serials management database with the following requirements.

3.4.1 Bibliographic Database

Must contain a comprehensive bibliographic database that includes, but is not limited to suppliers, publishers, and rates.

3.4.2 Accounting Information

Must include accounting information such as invoices, payments, and statements.

3.4.3 Online Reports

Must include online claiming and status report updates.

3.4.5 Database Searching Capabilities

The serials management database must have at minimum the following searching capabilities:

3.4.5.1 Title

3.4.5.2 ISSN

3.4.5.3 Vendor title #

3.4.5.4 Invoice #

3.4.5.5 Keyword

3.4.5.6 Subscription/order ID #

3.5 Management Reports

The contractor must describe what serials management reports are available such as orders, format options, price projections, usage/cost comparisons, current list of titles subscribed to as well as historical lists of titles, license agreements, et cetera.

3.6 Availability

The contractor should indicate the availability of and describe reports bundled, unbundled, or single-format subscriptions offered:

3.6.1 Print Only

3.6.2 Online Only

3.6.3 Print + Online

3.6.4 Membership Components

3.7 Securing E-Journals

The contractor should indicate what information and services are available for securing e-journals from publishers.

3.7.1 Price and Availability

3.7.2 Securing IP access.

3.7.3 Coordinating site-license agreements

3.8 E-Journal Access

The contractor should indicate what services are available for securing complimentary or purchased) e-journal access through publishes or third-party providers such as Ingenta.

3.8.1 Set-up coordination

3.8.2 Publisher's Payment Verification

3.8.3 Access maintenance

3.9 E-Journal Management

The contractor should indicate what services are available for cooperation and information exchange with e-journal management system vendors and products the library uses for content management, such as its discovery layer and identity and access management systems.

3.9.1 Title provider/vendor availability and transfers

3.9.2 Title online coverage date availability

3.10 Electronic Data Interchange

The contractor must have in place an electronic data interchange (EDI) based on EDIFACT standards and must assist the University in the implementation of EDI if so requested.

3.11. Cancellation Policy

The contractor must provide the University with a general cancellation policy, as well as a deadline for guaranteed cancellation of a title at the end of a subscription period.

3.12 New Title Orders

The contractor must state the minimal acceptable lead time for new title orders which begin with a January subscription period.

3.13 Price Changes

For individual titles of \$1,000 or more, the contractor should notify the University of price changes greater than 5% and offer the option of canceling.

4. Account/Payment Requirements

4.1 Deposit Accounts

The contractor must establish deposit accounts against which new purchases or renewals may be charged by the University.

4.2 Payment Schedule

The contractor must describe for the contract year what prepayment/early payment credit program it provides and indicate what sliding scale of credit the program will offer for payment made by the following dates:

- **July 1, 2024, to July 31, 2024**
- **August 1, 2024, to August 31, 2024**
- **September 1, 2024, to September 30, 2024**

4.3 Balance

The contractor must describe any consideration for rolling over into a subsequent fiscal year any university deposit balance resulting from an early annual payment, and what credit would be applied to the balance?

4.4 Payments

The contractor shall make all prepayments that may be required by publishers.

5. Claims/Status Reports and Fulfillment Requirements

5.1 Email Status Report

The contractor must provide the University email status report on claims at least every sixty (60) days.

5.2 Status Inquiry Report

For each title including memberships, any status inquiry report should describe in detail, the date, specific title, vendor title number, ISSN, a detailed report of the issues involved, and status updates.

5.3 Claims

The contractor must accept general correspondence, purchase orders, and renewal claims by e-mail, electronic data transmission, telephone, fax mail, and postal mail.

5.4 Standard Response

The contractor must state standard response time to customer inquiries.

5.5 Change in Status Reports

Within thirty (30) days of notification to the contractor by the publisher of a change in the status of a title, the contractor must provide the University with the change of status reports to include:

5.5.1 Title and Frequency Changes

5.5.2 Title cessations, mergers/splits, delays

5.5.3 Publisher changes

6. Invoicing and Statement Requirements

6.1 Annual Renewal List

The contractor shall provide the University with an annual renewal list identifying our current subscriptions by title, ISSN, and subscription /order identification number.

6.2 Invoices/Credits Data

Invoices/credits should contain the following: date, University's address, subscription/order ID number, title of the serial, ISSN, volume and issue number if applicable, format, frequency, subscription period, published price, service charge, postage/handling fee if applicable, and total charge, all in U.S. dollars. The contractor must describe the process of invoicing in detail.

6.3 Supplemental Invoices

The contractor must apply supplemental invoices to any remaining balance of an early payment/prepayment made by the University.

6.4 Original Printed Invoice

The contractor must provide an original printed invoice and/or digital access to a PDF invoice for each transaction.

6.5 Statement of Account

The contractor must indicate the frequency of issuance of statements of account and be able to provide a complete statement of account, upon request.

7. Contractor Representative Requirements

7.1. Customer Service

The contractor must make available to the University a designated customer service representative who will be responsible for providing customer assistance in fulfilling the terms of the contract, either directly or by referral to the appropriate contractor

representative. Should a pattern of unsatisfactory customer service performance develop, the contractor must agree to provide a different customer service representative to the University, if the University so requests.

7.2 Contractor Award of Contract Information

Upon award of a contract, the contractor must provide the University with the name of the customer service representative and the representative's email, telephone, and fax number.

7.3 Changes

The contractor must keep the University apprised of any change in the designated customer service representative.

7.4 Marketing Representative

The contractor must make available to the University a marketing representative who will be available University to answer inquiries about the contractor's products and services.

7.5 Marketing Representative Information

Upon award of a contract, the contractor must provide the University with the name of the marketing representative and the representative's email, telephone, and fax number.

8. Confidentiality Requirements:

8.1 Reports and Documentation

All reports, documentation, and material developed or acquired by the Contractor as a result of a direct requirement specified in the contract shall become the property of the University. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the University.

8.2 Ensure Confidentiality

The Contractor must ensure the complete confidentiality of all data/information to which the Contractor has access.

9. Substitution of Personnel:

9.1 The Contractor shall understand and agree that in the event it becomes necessary to make a personnel substitution, the replacement individual shall possess equal or greater personnel qualifications than those specified for the applicable personnel classification in the Contractor's originally accepted proposal. The Contractor should provide at least a two-week advance notification to the University in the event the Contractor must make a personnel substitution. The University shall have the right to accept the proposed substitute candidate or request additional resumes of other available consultants. The University reserves the right to then accept or reject any of the consultants offered to them by the Contractor.

10. References

Provide three (3) client references including client name, contact personnel, address, and telephone number for clients who are currently provided similar services.

11. Accessibility

The Project, at delivery, must be compliant with the Accessibility Standards set forth in this RFP/RFQ/RFI. The contractor must provide a detailed summary of its ongoing efforts to maintain compliance with the Accessibility Standards and provide a dedicated office contact to coordinate accessibility compliance issues.

12. Accessibility Standards and Compliance

12.1 This RFP/RFQ/RFI has been identified as ICT as defined above in Section One

Certify that your Product and/or Services submitted in response to this RFP/RFQ/RFI meets the Accessibility Standards as defined in this RFP/RFQ/RFI: The MO ICT Standards, the Web Content Accessibility Guidelines (WCAG) developed by the Web Accessibility Initiative (WAI) of the Worldwide Web Consortium (WC3), Level A and AA, and Appendixes A, B, and C of Section 508 and 255 Subparts to the Rehabilitation Act of 1973.

Failure to acknowledge compliance with all Accessibility Standards, without satisfactory explanation that said success criteria is not applicable to Contractor's Product and/or Service, shall automatically disqualify the Contractor from consideration.

12.2 Person Responsible for Remediating Accessibility Standards Compliance Issues

Identify the division/department/office and three (3) full-time employees who have the necessary skill, training, and authority to address and remediate any and all issues relating to compliance with the accessibility standards identified in this RFP/RFQ/RFI. Provide contact information, including email and direct dial telephone numbers information for each individual identified.

12.3 Agreement to Defend, Indemnify, and Hold Harmless the University

The University requires the successful Contractor, in addition to the certifications regarding Accessibility Standards above to agree to defend, indemnify and hold harmless the University, its officers, directors, successors, employees, and agents against any and all third-party claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) ("Claims") against the University to the extent such claims are based on allegations that the Product or Service is not compliant with the Accessibility Standards.

The contractor agrees to defend, indemnify and hold harmless the University, its officers, directors, successors, employees, and agents against any and all third-party claims, liabilities, obligations, judgments, causes of action, costs, and expenses (including reasonable attorneys' fees) ("Claims") against Client the University to the extent such claims are based on allegations that the Product or Service is not compliant with the Acts and WCAG 2.0 AAIT accessibility standards identified in this RFP/RFQ/RFI including, but not limited to, WCAG 2.0 AA, the Rehabilitation Act of 1973, and the MO State IT Accessibility Standards..

13. Additional Information Technology Requirements

13.1 Sandbox System

The contractor must provide the University with Sandbox.

13.2 Voluntary Product Accessibility Template (VPAT)

The contractor should provide University with a current Voluntary Product Accessibility Template (VPAT) for the Product as part of the client's Product RFP/RFQ/RFI evaluation process. Note, the provision of a VPAT in no way excuses compliance with the Accessibility Standards identified above. The provision of the VPAT is for University's evaluation purposes only.

3.0 RESPONSE SUBMISSION INFORMATION

1. Open Records Law

The Contractor is hereby advised that, upon completion of the evaluation process, all responses and associated documentation will be made public pursuant to the Open Records law of the State of Missouri (RSMo 610.021).

2. Contractors' Contact

All questions regarding the scope of work, procurement process, et cetera, must be directed to Micki Melton at MickiMelton@MissouriState.edu, or 417.836.6835. Contractors may not contact other employees of the University concerning this procurement.

3. Submission of Responses

Responses must be priced, signed, **SEALED**, and received in the University's Office of Procurement Services by the closing date and time specified. Any response received by the Procurement Office after the exact closing date and time specified will not be opened and will not be evaluated, regardless of the reason(s) or mitigating circumstances related to its lateness or degree of lateness. **E-mail and facsimile transmissions are NOT acceptable responses to this Request for Proposal/Request for Quotation/Request for Information.**

The sealed envelope or package containing a response should be clearly marked with the official RFP/RFQ/RFI number and the Response Close Date. Bids for different RFP/RFQ/RFIs should not be placed in the same envelope.

Failure to carefully examine the RFP/RFQ/RFI and all terms and conditions related thereto will be at the Contractor's risk.

3.1 Response Organization

Responses should be prepared as simply as possible and should provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the Request for Proposal/Request for Quotation/Request for Information.

Bids must be signed by a duly authorized representative of the Contractor's organization and must contain all necessary information in the manner required by the RFP/RFQ/RFI.

The signed page one from the original Request for Proposal/Quotation/Information and all signed amendments should be placed at the beginning of the Contractor's response.

Contact information should be provided as shown on the University cover page to include:

- Organization name
- Name of the individual providing a response
- Telephone number
- Facsimile number
- Contact person(s)
- E-mail address(es)
- Date
- Authorized signature

3.2 Certificate of Insurance

A certificate should be included **naming the Board of Governors of Missouri State University, its officers, and employees, as additional named insureds.**

3.3 Affidavit of Work Authorization

The affidavit should be completed and included with the response after the pricing page.

3.4 Vendor Registration Form and Substitute W-9

The Vendor Registration Form should be completed and included with the response after the Affidavit of Work Authorization. A copy of this Form is available at www.apps.missouristate.edu/financialservices/forms. The commodity/service code to be entered on the form is [Insert appropriate commodity/service code]. A W-9 should be attached.

3.5 Affidavit for Anti-Discrimination Against Israel Act

The affidavit should be completed and included with the response after the pricing page.

3.6 Copies of Responses

The Contractor is requested to submit, **via hard copy**, an original signature response and three (3) complete copies of the original signature response, for a **total of four (4) complete hard-copy responses.**

3.7 Unless otherwise specifically stated in the RFP/RFQ/RFI, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

3.8 Bids lacking any written indication of intent to offer an alternate brand or to take an exception shall be considered to be in full compliance with the specifications and requirements of the RFP/RFQ/RFI.

3.9. Prices quoted by the Contractor must remain valid for a minimum of ninety (90) days from the date of response opening. If the response is accepted, prices shall remain firm for the specified period.

4. Proposal/Bid Opening

4.1. Bid Opening

All bids will be opened at 3:00 p.m. on the date indicated. Prices will not be made available at that time and will not be made public until the evaluation is complete and an award is made.

4.2. Delivery of Responses

It is the Contractor's sole responsibility to ensure that the response is delivered to the University's Procurement Office by the Response Close Date and Time. If the Procurement Office is officially closed on the Response Close Date, bids will be accepted until 3:00 p.m. the next official work day and will be opened at that time.

4.3. Response Close Date

Bids that are not received by the Procurement Office prior to the Response Close Date and Time will be considered late, regardless of the degree of lateness or the reason related thereto. Late bids will not be opened.

5. Official Position

The Contractor is advised that the official position of the University is that position which is stated in writing and issued by the Office of Procurement Services as a Request for Proposal/Quotation/Information and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

6. Contract Awards

The University's intention is to award the services specified herein. The selection of the Contractor shall be at the discretion of the University.

6.1 Question and Answer Session

After an initial screening process, a technical question and answer session may be conducted with the Contractor(s), if deemed necessary by the University, to clarify or verify the Contractor's response, and to develop a comprehensive assessment of the submittal.

6.2 Best and Final Offer

The University reserves the right to request a Best and Final Offer from the final Contractor(s), if deemed necessary. The Best and Final Offer generally consists of updated costs and answers to questions that were identified during the response evaluations.

If the University determines to utilize a Best and Final Offer, responses would be re-evaluated to include the information presented. Response time requested for a Best and Final Offer generally would be within approximately one week.

6.3 Negotiation

The University reserves the right to negotiate with selected Contractors if deemed necessary and in the best interests of the University.

Contractors should note, however, that an award decision may be made without negotiation, based on the prices and terms of a Contractor's original response.

6.3.1 Negotiations may be conducted in person, in writing, or by telephone.

6.3.2 Negotiations will only be conducted with potentially acceptable responses.

6.3.3 Negotiations may be limited.

The University reserves the right to limit negotiations to those responses that received the highest rankings during the initial evaluation phase. All Contractors involved in the negotiation process will be invited to submit a best and final offer.

6.3.4 Response Terms, Conditions, Prices, Methodology

Terms, conditions, prices, methodology, or other features of the Contractor's response may be subject to negotiation and subsequent revision.

As part of the negotiations, the Contractor may be required to submit supporting financial, pricing, and other data to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the response.

7. Contractor's Responsibility

The Contractor should note that it is the Contractor's sole responsibility to submit information related to the evaluation categories included herein and that the University is under no obligation to solicit such information if it is not included as part of the response. Failure to submit such information may cause an adverse impact on the evaluation of the Contractor's response.

7.1 Conformity with Specifications

Any deviations from the requirements of this RFP/RFQ/RFI must be set forth in detail as part of the response. The University may, at its sole discretion, waive minor informalities or irregularities which do not materially affect the overall response.

7.2 Specification Interpretation

In the event of a difference of opinion between the Contractor and the University as to the meaning of any provision in these specifications, the decision of the University shall be final and without recourse.

8. Evaluation Process

The right is reserved, as the interests of the University may require, to reject any or all bids and to waive any minor informality or irregularity in bids received. The University reserves the right to request written clarification of any portion of the Contractor's response if deemed necessary in order to verify the intent of the Contractor.

The University reserves the right to make awards on an item-by-item basis, or on an all or none basis, as applicable, if deemed in the best interests of the University.

8.1 Response Evaluation

A contract award resulting from this request shall be made following the evaluation of all responses which are responsive to this RFP/RFQ/RFI. The comparative assessment of the relative benefits and deficiencies of response in relation to the published evaluation criteria will be made using subjective judgment. The University will be the sole judge as to the acceptability, for its purposes, of any and all responses.

Deviations from requirements indicated herein must be stated in the response specifically under the category *Restricted Services/Exceptions to the Request for Proposal/Request for Quotation/Request for Information*, and clearly identified as Exhibit One (1). Otherwise, it will be considered that responses are in strict compliance with all requirements, and any successful Contractor will be held responsible, therefore.

Any award shall be made only by written notification from the Office of Procurement Services.

For protest procedures see <http://www.missouristate.edu/procurement/65870.htm>, Protests.

Responses will be evaluated according to the evaluation criteria stated below:

- Cost – 50%
- Operating Approach and Method of Performance– 25%
- Experience and Reliability – 25%

9. Pricing Requirements/Cost Evaluation

9.1 Itemization of Cost of Services

An itemization of the cost of services which includes a firm amount.

9.2 Payment/Early Payment

The contractor must provide the following information regarding a payment/early payment credit program and services charges, as applicable. The offer must also specifically describe any other cost-related information applicable to the requirements of the Scope of Work.

9.2.1 Applicable Payment Receipts

The contractor must identify as part of the proposal the percentages of payment which shall be applied as an account credit based upon the specified payment receipt date and the amount placed with the contractor by the University. The contractor should refer to paragraph 4.2 of the Scope of Work for applicable payment receipt dates.

9.2.2 Applying Invoice

The contractor must specifically identify any exceptions relative to applying invoices to a prepayment.

9.3 Service Charges

9.3.1 Services Charges

The contractor must state a single service charge for all subscriptions, print and electronic, noting any exceptions including any e-journal packages, such as the European Origin editions. The explanation should be stated for any exceptions and include such service charges to individual titles on the Libraries' spreadsheet which will be provided.

9.3.2 Ancillary Services

The contractor must state any supplemental charges for ancillary services such as fees for vendor database features.

9.3.3 Evaluation

Any cost and/or pricing data submitted by the contractor or related to the contractor's proposal shall be subject to evaluation if deemed to be in the best interests of the University.

10. Experience and Reliability

10.1 Experience

The experience and reliability of the Contractor's organization will be considered in the evaluation process. Therefore, the Contractor should submit any information in conducting services that document successful and reliable experience in providing past work, especially for those engagements that are considered comparable to the requirements of this Request for Proposal/Request for Quotation/Request for Information.

The service provider should clearly state and provide evidence of experience that specifically includes the following:

10.1.1 History and Market Position of the Company

A summary of the history and market position of the company and its organizational structure, including the number and composition of the staff. Include the number of years in business, client volume, areas of service, and expertise.

10.1.2 Administrative Personnel Assigned to University Account

A schedule showing the administrative personnel who will be assigned to work on the service, their respective experience, and their start dates with the organization.

10.1.3 Uniqueness of the Company

Explanation of what makes the company unique and different from others in the industry.

10.1.4 Financial Standing of the Company

Financial standing is shown by documents such as financial statements or annual reports.

10.1.5 Experience with Comparable Projects

Evidence of a proven ability to successfully handle an account similar in size and scope to that of Missouri State University

10.1.6 Similar Accounts

Evidence of a proven ability to successfully handle an account similar in size and scope to that of the University. Such evidence needs to include an example of service to a University that is comparable in size and scope to the services for which the Contractor is proposing to provide services, or that is in the same geographic region as Missouri State University.

10.1.7 References

References indicating where the organization has provided similar services for a large organization or institution, preferably higher education. A minimum of three (3) are required, showing contact information which includes name, title of contact, address, telephone, e-mail, and the scope of involvement with the reference by date(s).

10.1.8 Data Addressing Customer Satisfaction Upon Completion of Services

11. Operating Approach/Method of Performance

11.1 Plan for Performing the Requirements Contained in the Request for Proposal/Request for Quotation/Request for Information. Proposals will also be evaluated based on the contractor's plan for performing the requirements contained in this Request for Proposal.

Therefore, the **contractor is strongly encouraged to present a written narrative, which demonstrates the method, or manner in which the contractor proposes to satisfy the requirements of the Scope of work. In presenting the operating approach/method of performance, the contractor is requested to specifically address each of the following:**

Evaluation of responses will be based on the Contractor's plan for performing the requirements contained in this Request for Proposal/Request for Quotation/Request for Information.

11.1.1 General Structure

Describe the general structure of your company's electronic access serials management database.

11.1.2 Connectivity Options

Describe connectivity options and interfaces for electronic database platforms.

11.1.3 Requirements

Describe any necessary hardware/software requirements for electronic services.

11.1.4 Options

Describe options for the transmittal of an annual renewal list.

11.1.5 Online Options

Describe options for access to online full-text journals and complimentary online access for print subscriptions.

11.1.6 Electronic Options

Describe options for electronic invoicing.

11.1.7 Customer Service

Describe in detail customer service and claims including, but not limited to each of the following:

11.1.7.1 The overall organization of the customer/claiming services and the roles of the customer service representative and the sales/market representative.

11.1.7.2 The provision of customer service resources pertaining to online subscription access issued.

11.1.7.3 The standard claiming communications cycle between the customer service representative and the University.

11.1.7.4 The capability of the contractor to perform follow-up inquiries to the University concerning the resolution of claims.

11.1.7.5 The capability and method of providing a statement of account to the University.

11.2 Assessment of Projected Role

The contractor should provide a brief assessment of their projected role or position in the industry for the next three (3) years.

Note: Any projections and activities described by the contractor are not to be construed as a part of any contract resulting from this Request for Proposal and are only requested to serve as an assessment of the contractor's plans and role within the industry.

11.3 Proposed Method of Performance

The contract should provide other information deemed relevant by the contractor which should be considered in evaluating the contractor's proposed method of performance.

4.0 PRICING PAGE

The Contractor must provide pricing information as requested below to provide Class S2 Periodicals, Primarily European Origin services, with the requirements, terms, and conditions of this Request for Proposal. All costs associated with providing services as specified herein must be included in the prices quoted below.

The Contractor must provide a **firm, fixed** pricing to provide Class S2 Periodicals, Primarily European Origin services to Missouri State University in accordance with the terms, conditions, and provisions of this Request for Proposal.

1. Original Contract Period

State the total fee that will be charged to the University under the terms of the contract for the individual European titles, including Estimated 2025 Cost, Service Fee Percentage, and the extended pricing. Rates are based on pricing for July 1, 2024, Through June 30, 2025. Reference: Attachment I.

1.1 Rate – Periodicals of European Origin (Subscriptions to Serials) Please include all Periodicals. Reference: Attachment I. SOMI Foreign Titles

Item	Titles	Estimated 2025 Cost	Service Fee Percentage	Extended
1.1	Periodicals European Origin Include all titles including services fee percentages and extended pricing. See Attachment I.			\$
	TOTAL:			\$

2. Invoicing and Payment Requirements

2.1. Invoice

For services, the Contractor must invoice annually to the University.

2.2. Payment for Services Provided

The Contractor shall be paid for services provided in accordance with an annual report received, subject to the requirements of this contract. No other payments or reimbursements shall be made.

2.3. Late Payment Charges

Invoices shall be subject to late payment charges as provided for in Section 34.055 of RSMo.

2.4. Taxes

The University does not pay state or federal taxes unless otherwise required by law or regulation.

3. Renewal Options

The Contractor must indicate below the maximum percentage increase applicable to the contract renewal periods identified below. If a percentage is not provided, the University shall have the right to execute the renewal option at the same price(s) quoted above for the original contract period.

3.1 1st Renewal Period (July 1, 2025, through June 30, 2026): _____ % of original Contract service charge.

3.2 2nd Renewal Period (July 1, 2026, through June 30, 2027): _____ % of 1st renewal period service charge.

3.3 3rd Renewal Period (July 1, 2027, through June 30, 2028): _____ % of 2nd renewal period service charge.

3.4 4th Renewal Period (July 1, 2028, through June 30, 2029): _____ % of 3rd renewal period service charge.

3.5 5th Renewal Period (July 1, 2029, through June 30, 2030): _____ % of 4th renewal period service charge.

3.6 6th Renewal Period (July 1, 2030, through June 30, 2031): _____ % of 5th renewal period service charge.

4. Payment Terms

State the payment terms that apply to the above fee(s) and expenses. University payment terms are n/45 per RSMo 34.055.

Description

The Contractor affirms that all pricing information requested has been provided in accordance with the terms, conditions, and provisions of this Request for Proposal/Request for Quotation/Request for Information.

Organization Name _____	Title _____
Authorized Signature _____	Date _____

5.0 GENERAL TERMS AND CONDITIONS

1. Contract Period

The original contract period shall be July 1, 2024, through June 30, 2025, to include six university optional one-year renewals. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period.

2. Contract Pricing

All prices quoted by the Contractor shall be firm and fixed. The University shall neither pay nor be liable for any costs not specifically identified in the contract.

3. Contract Documents

The contract between the University and the Contractor shall consist of the Request for Proposal/Request for Quotation/Request for Information and any amendments thereto, and the Contractor's response to the Request for Proposal/Request for Quotation/Request for Information (insofar as the Contractor's response to the Request for Proposal/Request for Quotation/Request for Information does not alter the Request for Proposal/Request for Quotation/Request for Information in any way). The University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of a conflict with the applicable requirements stated in the Request for Proposal/Request for Quotation/Request for Information or the Contractor's response. In all other matters not affected by the written clarification, if any, the Request for Proposal/Request for Quotation/Request for Information shall govern.

4. Amendments to Contract

No modification of any provision in this contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and the University's Office of Procurement Services, and incorporated in a written amendment to this contract approved by the University's Office of Procurement Services prior to the effective date of such modification.

5. Conflict of Interest

The Contractor hereby covenants that at the time of the submission of the response 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 this contract, neither the Contractor nor any of its employees shall acquire any other contractual relationships that could create such a conflict.

6. Termination

6.1 Termination for Convenience

The University reserves the right to terminate this contract at any time, for any reason, without penalty or recourse, by giving the Contractor written notice of such termination at least 30 calendar days before the effective date of termination.

6.2 Termination for Breach

In the event of a material breach of contractual obligations by the Contractor, the University may cancel this contract. If the Contractor fails to cure the breach within an acceptable time frame, or if circumstances demand immediate action, the University will issue a notice of cancellation terminating this contract immediately. If the University cancels this contract for breach, the University reserves the right to obtain such equipment, supplies, and/or services from other sources and charge the Contractor for any additional costs incurred as a result thereof, including attorney fees and court costs.

6.3 Lack of Appropriated Funding

The Contractor understands and agrees that funds required to fund this contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within this contract period. This 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.

7. Insurance Requirements

7.1 Certificate of Insurance

The Contractor receiving the award must request a Certificate of Insurance (COI) to be issued showing the following required coverage, as applicable, in no less than the minimum limits listed. The University, as indicated below, must be shown as an additional insured. Failure to provide the requested COI may be excluded from consideration as non-responsive.

7.2 Liability Insurance

The contractor must have and maintain, at the Contractor's expense, adequate liability insurance to protect the University and the general public against any loss, damage, and/or expense related to the Contractor's performance under this contract. The insurance coverage shall include, but need not be limited to, the following coverages in the amounts specified. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Missouri.

7.2.1 General Commercial General Liability Coverage

General Commercial General Liability Coverage, comprehensive form, including product liability, with the following limits of liability:

Bodily Injury:

- \$2,000,000.00 each person
- \$2,000,000.00 aggregate
- \$5,000.00 medical for each person

Property Damage:

- \$2,000,000.00 each accident

7.2.2 Automobile Liability and Property Damage

Automobile and Property Automobile Public Liability and Property Damage with the following limits of liability:

Bodily Injury:

- \$2,000,000.00 each person
- \$2,000,000.00 each accident

Property Damage:

- \$2,000,000.00 each accident

7.3 Proof of Insurance

Written evidence of the required insurance coverage must be submitted before or upon the award of this contract. Such policy(ies) shall name the Board of Governors of Missouri State University, its officers, and employees, as additional named insureds. In the event that the insurance coverage is canceled, the University must be notified immediately.

7.4 Insurance, Other

The Contractor understands and agrees that the insurance required under the terms of this contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.

7.5 Immunity

Notwithstanding any other provision of this contract to the contrary, no insurance procured by the Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 *et seq.*, MO. REV. STAT., or any other governmental or official

immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental or official immunity available to the University, its Board of Governors, officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which the University, its Board of Governors, officers or employees may be obligated to pay as damages.

The Contractor shall cause all policies of insurance related to this Request for Proposal/Request for Quotation/Request for Information to be endorsed in accordance with this subparagraph. The Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in sections 537.610.2 and 537.610.5, MO. REV. STAT., as amended from time to time.

8. Indemnification, Contractor

8.1 Contractor Obligation to Indemnify

In addition to Contractor's obligation above in Section [Accessibility Indemnification], Contractor shall defend, indemnify, and hold the University harmless from and against all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which are incurred by any party as a result of services provided by the Contractor pursuant to this contract.

8.2 University Cannot Save and Hold Harmless and/or Indemnify Contractor

The Contractor must understand and agree that the University cannot save and hold harmless and/or indemnify the Contractor or the Contractor's 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 this contract.

9. Contractor Liability

The Contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms of this contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save the University, and any agents, Board of Governors, officers, or employees thereof, from every expense, liability, or payment arising out of such negligent act.

The contractor also agrees to hold the University, and any agents, Board of Governors, officers, or employees thereof, harmless for any negligent act or omission committed by any Subcontractor or other person employed by or under the supervision of the Contractor under the terms of this contract. However, 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.

10. Warranty

10.1. Conformity to Specification

The Contractor expressly warrants that the service/commodity [] (and any related equipment, supplies, and/or services) provided will: (1) conform to each and every specification, drawing, sample, or other description provided as part of the RFP/RFQ/RFI, (2) be fit and sufficient for the purpose expressed in the RFP/RFQ/RFI, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

10.2. Warranty shall not be Waived

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.

11. Delivery, Inspection and Acceptance

11.1. Time of Delivery

Delivery of services (and any related equipment, supplies, and/or services) must be made no later than the time stated in this contract, or within a reasonable period of time following the execution of this contract if a specific time is not stated.

11.2. Acceptance of Equipment, Supplies, and/or Services

No equipment, supplies, and/or services received pursuant to this contract shall be deemed accepted until the University has had a reasonable opportunity to inspect the same.

11.3. Rejection of Defective Equipment, Supplies, and/or Services

All equipment, supplies, and/or services that do not comply with the RFP/RFQ/RFI specifications and/or requirements or that are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services that 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.

11.4. Return of Rejected Shipments

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.

11.5. Return Shall Not Exclude Any Other Legal, Equitable, or Contractual Remedies

The university's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable, or contractual remedies the University may have.

12. Contractor Status

The Contractor represents himself or herself to be an independent Contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be employees of the University. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, et cetera, and agrees to indemnify, save, and hold the University, its Board of Governors, officers, agents, or employees, harmless from and against any, and all loss, cost (including attorney fees), and damage of any kind related to such matters.

13. Communications and Notices

Any written notice to the Contractor shall be deemed sufficient when communicated electronically via e-mail; or deposited in the United States mail, postage prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of this contract, or at such address as the Contractor may have requested in writing.

14. Assignments

The Contractor shall not transfer any interest in this contract, whether by assignment or otherwise, without the express prior written consent of the University. Any assignee shall be bound by the terms and conditions of this contract, and the Contractor shall require a written agreement to such terms and conditions by any assignee. Notwithstanding the foregoing, the Contractor understands and agrees that this 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 this contract with the University.

15. Waiver

15.1 Performance

The contractor understands and agrees that failure by either the University or the Contractor to require performance by the other party of any provision contained herein or in the Contractor's response shall not be deemed a continuing waiver of such provision, or a waiver of any other provision of this contract.

15.2 Waiver of Future Rights

No provision in this contract shall be construed, expressly or impliedly, 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.

16. Labor

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. Breach of this clause shall entitle University to cancel this contract without penalty.

Employment of Unauthorized Aliens Prohibited: Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For more information about RSMo 285.530:

<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>.

As a condition for the award of this contract the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Enrollment in the E-Verify Federal Work Authorization Program is recommended.

For more information about the E-Verify process, see <http://www.uscis.gov/e-verify>.

The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Affidavit of Work Authorization, Exhibit A is attached.

The contractor shall require each Subcontractor to affirmatively state in its individual contract with the Contractor that the Subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

The Contractor shall also require each Subcontractor to provide the Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the Subcontractor's employees are lawfully present in the United States.

Breach of this clause shall entitle University to cancel this contract without penalty.

17. Non-Discrimination and Affirmative Action

17.1. Discrimination

In connection with the furnishing of equipment, supplies, and/or services under this 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, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other

subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable 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.

17.2. Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA) for Contracts of \$100,000.00 or More

This Contractor and any Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected Veterans and requires affirmative action by covered Prime Contractors and Subcontractors to employ and advance in employment qualified protected Veterans.

17.3. Disability Rehabilitation Act of 1973 Section 503 for Contracts in Excess of \$10,000.00

This Contractor and any approved Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered Prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.

18. Requirements for Prime Contractors and Subcontractors

18.1. Report Filing

Each Prime Contractor and Subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress, or such form as may hereafter be promulgated in its place, if such Prime Contractor or Subcontractor (i) is not exempt from the provisions of these regulations in accordance with 60-1.5; (ii) has 50 or more employees; (iii) is a Prime Contractor or first tier Subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, that any Subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets the requirements of paragraphs (i), (ii), and (iv) of this section.

18.2. Facilities

Facilities provided for employees must be provided in such a manner that segregation based on race, color, religion, or national origin cannot result.

19. Applicable Laws and Regulations

19.1. Contract Shall be Construed According to the Laws of the State of Missouri

The contract shall be construed according to the laws of the State of Missouri. In the event of any litigation arising hereunder, the parties agree that the venue shall be proper only in the State Circuit Court for Greene County, Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of this contract to the extent that the same may be applicable.

19.2. Contract Must Comply with the Constitution or Laws of the State of Missouri

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. The balance of this contract shall remain in force between the parties unless terminated by consent of both the Contractor and the University.

19.3. Contractor Must Be in Good Standing

The contractor must be registered with 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 regulation.

19.4. Contractor Must File and Pay All Taxes

The Contractor must file and pay in a timely manner all Missouri sales, withholding, corporate and any other required Missouri taxes.

6.0 AFFIDAVIT OF WORK AUTHORIZATION

Comes now _____ as _____ first being duly
(Name) (Office Held)

Sworn on my oath, affirm _____ is enrolled and will continue to
(Company Name)

participate in a federal work authorization program in respect to employees that will
work in connection with the contracted services related to _____ for
(Bid Number/Service)

the duration of the contract, if awarded in accordance with RSMo Chapter 285.530(2). I
also affirm that _____ does not and will not knowingly employ a
(Company Name)

person who is an unauthorized alien in connection with the contracted services related
to _____ for the duration of the contract, if awarded.
(Bid Number/Service)

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

Signature of Person with Authority

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____, State of

_____, and my commission expires on _____.
(Name of State) (Date)

Signature of Notary

Date

7.0 AFFIDAVIT FOR ANTI-DISCRIMINATION AGAINST ISRAEL ACT

The contractor certifies that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

The requirement applies to contracts to acquire or dispose of services, supplies, information technology, or construction, but does not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00), or to contractors with fewer than ten (10) employees.

See <https://revisor.mo.gov/main/OneSection.aspx?section=34.600>.

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

Signature of Person with Authority

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____, State of

_____, and my commission expires on _____.
(Name of State) (Date)

Signature of Notary

Date

**8.0 PERIODICALS CLASS S2 PRIMARILY EUROPEAN ORIGIN
SOMI FOREIGN TITLES**

See Attachment I