



Missouri State
UNIVERSITY

The Board of Governors of
Missouri State University
Office of Procurement Services
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REQUEST FOR PROPOSAL NUMBER (RFP) 8472-26

MAY 12, 2026

**BOOKS, NORTH AMERICAN AND UNITED KINGDOM
ENGLISH LANGUAGE EDITIONS, FICTION AND NONFICTION, ADULT TITLES
Contract Period: July 1, 2026 through June 30, 2027**

This document constitutes a request for **SEALED** responses from qualified contractors to provide books, North American and United Kingdom English language editions, fiction and nonfiction, adult titles, as specified herein, in accordance with the requirements, terms and conditions of this Request for Proposal.

Date and Time Returnable: 3:00 p.m. Tuesday, May 26, 2026

Buyer: Micki Melton Email: mickimelton@missouristate.edu Telephone: 417.836.6835

By signing below and submitting a response to this RFP, 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. 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 University's final award.

Company Name		Date	
Mailing Address		Telephone	
City	State Code	Zip	Facsimile
Email			
Printed Name	Authorized Signature	Title	
For University Use Only: Accepted by the Missouri State University as Follows:		Contract Number: 8472-1	
Buyer	Director	Date	

1.0 INTRODUCTION AND GENERAL INFORMATION

1. Introduction

The University is conducting an evaluation to provide books, North American and United Kingdom English language editions, fiction and nonfiction, adult titles, 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. After evaluating the submitted material, the University, at its sole discretion, may determine to negotiate with the entity with the most favorable terms as determined by the University.

1.1 Background

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

With 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 admissions, 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 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 student.

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.

Missouri State University's primary website is <http://www.missouristate.edu>

Financial Services website is <https://www.missouristate.edu/financialservices/>

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](#) FOR SERVICE CODE SE335

3. Questions

It is the Contractor’s responsibility to ask questions, request changes or clarification, or otherwise advise the Office of Procurement Services 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 contractors regarding the RFP/RFQ/RFI and the procurement process must be directed to the person as 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, May 19, 2026, at 3:00 p.m.**

The University will review questions submitted by the Contractor and, determine whether or not a response is warranted. Questions received after this date may not be answered.

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 Information:

Deadline for Questions	May 19, 2026, Tuesday	2026
Deadline for RFP Response	May 26, 2026, Tuesday	2026
Award Decision, Approximate	June 09, 2026, Tuesday	2026

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 issuance of an addendum from the University's Office of Procurement Services.

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

The Contractor may modify or withdraw a submitted proposal prior to the Proposed Close Date and Time by providing the University with adequate notice. For purposes of withdrawing or modify 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 Close Date.

2.0 SCOPE OF WORK

1. General Requirements

The contractor shall provide books, North American and United Kingdom English language editions, fiction and nonfiction, adult titles, 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.

- 1.1 The contractor understands and agrees that the University will place orders with the contractor on an as needed basis. The University shall have no minimum order requirements.
- 1.2 The contractor must be able to provide firm order, electronic profile notifications, and standing order services.
 - 1.2.1 The contractor must describe profiling process and coverage.
 - 1.2.2 The contractor must describe profiling capabilities based on subject, (Library of Congress or vendor-based), publisher, or other categories as well as non-subject parameters (NSPs).
- 1.3 The contractor must be able to accept purchase orders by electronic data transmission, electronic mail, telephone, or standard mail. The contractor must describe methods of electronic data transmission.
- 1.4 All orders placed with the contractor shall be delivered F.O.B. Destination. All freight charges shall be the responsibility of the contractor. Contractor must describe any potential surcharges for shipping.
- 1.5 The contractor must maintain and provide access to a General Services database including, but not limited to, a database for new and firm order titles, and series/standing orders. The contractor must provide a URL and credentials to access this database for examination.
- 1.6 The contractor must describe any fees related to the University's use of the contractor's database.
- 1.7 The contractor's database must offer the following: (1) basic bibliographic records, (2) supplementary book information, (3) order functions, (4) open order review functions, and (5) electronic transmission capability between the contractor and the University.
 - 1.7.1 The basic bibliographic records must include, as a minimum: the author, title, publisher, date of publication, price, ISBN, publication status, country of origin, and profiling information, if applicable.
 - 1.7.2 The contractor must describe additional supplementary information provided for each book.
 - 1.7.3 The contractor must describe any database capability for searching multiple titles simultaneously.
 - 1.7.4 The order function must allow for direct input of orders, including the acceptance of purchase order markers and fund code markers, through

the vendor database or through the Libraries' Integrated Library System (ILS) or Library Services Platform (LSP).

- 1.7.5 The contractor must describe in detail order and invoicing interface capabilities with the FOLIO Integrated Library System (ILS) from The Open Library Foundation.
 - 1.7.5.1. The contractor must list all other ILS or LSP systems, in addition to FOLIO Integrated Library System (ILS) from The Open Library Foundation in which it has experience providing ordering and invoicing services.
 - 1.7.5.2. The contractor must describe what support services would be provided if the Library were to transition to a new ILS or LSP system.
- 1.7.6 The contractor must describe ability to electronically provide MARC records and describe any associated fees for that service.
- 1.7.7. The contractor must describe processes used to identify possible duplicate orders.
- 1.7.8 The contractor must describe any online inquiry, open order review, and claiming functions in the vendor database.
- 1.7.9 The series/standing order functions should be searchable by series title, series key, and ISBN. Basic series bibliographic records should include the series title, publisher, ISBN, LC class, frequency, numbering, and the title's treatment in the contractor's approval data.
- 1.8 The contractor must describe library options for fulfillment of titles published with simultaneous editions (cloth, paper, electronic, or other format).
- 1.9 The contractor must describe fulfillment policy when the number of copies profiled for the total customer base exceeds the contractor's stock.
- 1.10 The contractor must describe how management reports are provided. The management reports must be made available on at least an annual basis and must include, as a minimum: (1) book classifications and categories purchased during the reporting period, (2) the quantity of titles purchased by the University in each such classification and category during the reporting period, (3) the total cost of purchased books for the reporting period (based on list price).
- 1.11 The contractor must describe ability to provide on an annual basis, either in written or electronic form, general book production and pricing data.
- 1.12 Contractor must be able upon request to provide training in vendor database features and functionality.
- 1.13 The contractor must describe purchasing options for individual electronic books. (This is description only. Costs are to be provided in Part Four: Proposal Submission Information.)
- 1.14 The contractor must describe Demand Driven Acquisitions (DDA) (a.k.a. purchase on request, purchase on demand, etc.) options for electronic books. (This is description only. Costs are to be provided in Part Four: Proposal Submission Information.)

- 1.14.1 The contractor must describe the electronic materials being offered, including, but not limited to, number of titles available, copyright year range, subject coverage, publishers, available rights for methods of use (printing, emailing, etc.), and package and/or profiling options.
- 1.14.2 The contractor must describe all purchasing model options for Demand Driven Acquisitions, for both licensed and owned content, including, but not limited to, the criteria that triggers a purchase, number of simultaneous user options, any extra fees, and ability to monitor account balance.
- 1.14.3 The contractor must describe licensing terms and provisions involving perpetual access.
- 1.14.4 The contractor must describe technical requirements, including, but not limited to, handling access control, including the use of proxy servers, compatibility with mobile devices, any additional software or applications required for mobile functionality, and the availability of technical support.
- 1.14.5 The contractor must describe which discovery tool providers (such as EBSCO Discovery Service, etc.) are partnered with to provide indexing of the electronic books available by Demand Driven Acquisitions.
- 1.14.6 The contractor must describe the types of content that can be generated in usage reports.
- 1.14.7 The contractor must describe training and documentation available for user support.
- 1.15 The contractor must describe provisions and procedures for processing rush orders and any restrictions or charges for this service. (This is description only. Costs are to be provided in Part Four: Proposal Submission Information.)

2. Account/Payment Requirements

- 2.1 If so requested, the contractor must be able to establish deposit accounts against which purchases may be charged by the University.
- 2.2 Payment to the contractor for all orders, whether normally stocked or special orders, shall be based on the publisher's lowest list price, less than the percentage discount quoted in the contractor's proposal. Discounts from publishers utilizing freight pass-through pricing will be calculated from the lowest list price in all cases.
- 2.3 If a title is listed at \$300.00 or more and the price of the item is more than 30% over the price indicated on the University's purchase order, the contractor must obtain the approval of the University prior to providing the title.
- 2.4 The contractor shall make all prepayments which may be required by publishers.

3. Status Reports and Fulfillment/Delivery Requirements:

- 3.1 The contractor must conduct a diligent search for each book ordered by the University.
- 3.2 The contractor must provide to the University every sixty (60) days status reports on unfilled orders.
 - 3.2.1 Such reports must indicate whether the University's order is still open or whether it has been canceled and must also include (1) the report date, (2) the University's purchase order number and the date of the purchase order, (3) brief bibliographic information on each book, (4) the status of each book, and (5) action taken by the contractor to provide each book.
 - 3.2.2 Status information provided by the contractor should include, but need not be limited to, the following: "not yet received," "out of stock," "claiming," "canceled," "not yet published," "out of print," "out of stock indefinitely," and "publication canceled."
 - 3.2.3 The contractor must be able to transmit status reports to the University via electronic mail or FTP.
- 3.3 Delivery requirements shall be as follows:
 - 3.3.1 Books in stock: 90% shipment within sixty (60) days of receipt of the order. 100% shipment within 270 days of receipt the order. Orders unfilled within 270 days of receipt of the order shall be automatically canceled by the contractor, and confirmation of cancellation must be provided to the University.

4. Invoicing and Account Statement Requirements:

- 4.1 The contractor must include with each shipment either a packing slip or a copy of the invoice. All invoices and correspondence must reference the specific purchase order number(s) to which it pertains.
- 4.2 Each invoice must indicate the number of copies, author, title, ISBN, purchase order number and net price for each title shipped. The contractor must provide an original invoice as well as make an electronic invoice copy available through database access.
- 4.3 If so requested by the University, the contractor must invoice specified purchase orders separately by funding source. The University will clearly mark or otherwise identify such purchase orders for the contractor. It is anticipated that the number of purchase orders requiring separate invoicing will be minimal.
- 4.4 The contractor must provide to the University on at least a quarterly basis a statement of account. Such statement must clearly list credits and link them to the relevant transaction. All outstanding invoices must also be clearly indicated.

- 4.5 The contractor must describe any ability to export electronic invoices into the FOLIO Integrated Library System (ILS) from The Open Library Foundation.
 - 4.5.1. The contractor must list all other ILS or LSP systems, in addition to Sierra Services Platform from Innovative Interfaces, in which it has experience in exporting electronic invoices.
 - 4.5.2. The contractor must describe what support services would be provided if the Library were to transition to a new ILS or LSP system.
- 4.6. The contractor must accept payment through the University's corporate procurement card and must describe corporate procurement card transaction policies and procedures.

5. Return Privileges and Requirements:

- 5.1 The contractor must accept, and allow credit for, returns without cause on unprocessed books, provided such books are in resalable condition. A restocking charge will be paid on such returns in accordance with the amount stated in the contractor's proposal.
- 5.2 The contractor understands and agrees that a restocking charge shall not apply to errors by the contractor. Books shipped in error by the contractor will be returned with an explanatory letter and/or credit memorandum and shall not require the prior approval of the contractor.
- 5.3 The University shall have the right to return defective copies within 180 days of receipt. Such merchandise shall be subject to exchange or credit at the option of the University.
- 5.4 The contractor must document returns by providing printed or PDF credit memoranda and issue such credit documentation in a timely manner.
- 5.5 The contractor understands and agrees that the above provisions regarding the return of merchandise shall apply to all books purchased from the contractor. If the return rate of approval books exceeds 10%, the contractor and the University will review and revise the existing approval profile.

6. Contractor Representative Requirements:

- 6.1 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.
- 6.2 Upon award of a contract, the contractor must provide to the university the name of the customer service representative and a toll-free telephone number, facsimile number and electronic mail address for such individuals.
- 6.3 Responses to customer inquiries shall be sufficiently timely and detailed to ensure accurate and timely fulfillment of shipments and completion of transactions with

the University.

- 6.4 The contractor must notify the University of any change in the designated customer service representative within five (5) working days of assignment of a different individual.
- 6.5 The contractor must make available to the University a field representative who will be available to the University to answer inquiries about the contractor's products and services.
- 6.6 Upon award of a contract, the contractor must provide to the university the name of the field representative and a telephone number, facsimile number, and electronic mail address for such individual.

7. Purpose of Procurement

The purpose of the Request for Information (RFP) is to solicit responses from firms for Depository Services for the Springfield campus location. This request does not include the West Plains campus. The accounts are contained in the attachment for the account analysis statements, plus one additional account called the Missouri State University Development Corporation account.

7.1 Definitions

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

7.1.1 Accessibility Standards

Means the following nationally 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.

7.1.2 Information Communication Technology (ICT)

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.

7.1.3 Information Technology (IT)

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, graphic and text.

7.1.4 Sandbox

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.

7.2 Alternative Documentation

7.2.1 Master Service Agreement

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

Yes or No

7.2.2 Services/Products Pursuant to RFP/RFQ/RFI

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

7.2.3 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

7.2.4 Editable Version of Master Services Agreement

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

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 satisfactorily provide this information will result in Contractor's exclusion from consideration.

8. References

Provide two (2) client references including client name, contact personnel, address, and telephone number for clients whom are currently provided similar services.

9. Accessibility

The Project, at delivery, must be compliant with the Accessibility Standards set forth in this RFP/RFQ/RFI. 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.

10. Accessibility Standards and Compliance

10.1 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 Contractor from consideration.

10.2 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.

10.3 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 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.

Contractor agrees to defend, indemnify and hold harmless 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..

11. Additional Information Technology Requirements

11.1 Sandbox System

Contractor must provide the University with Sandbox.

11.2 Voluntary Product Accessibility Template (VPAT)

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, provision of a VPAT in no way excuses compliance to the Accessibility Standards identified above. The provision of the VPAT is for University's evaluation purposes only.

4.0 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. Contractor's Contact

All questions regarding the scope of work, procurement process, etc., must be directed to Micki Melton at 417.836.6835. Offerors must 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 proposal received by the Purchasing 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 individual providing 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 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.**

3.6 Specifications and Requirements

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.

3.7 Compliance with Specifications and Requirements

Proposals 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.

3.8 Prices

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 Proposal Opening

All proposals 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

Proposals which 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 proposals 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 an 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 which received highest rankings during the initial evaluation phase.

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 in order 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 proposals and to waive any minor informality or irregularity in proposals 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 Contractor's intent.

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 the RFP/RFQ/RFI. The comparative assessment of the relative benefits and deficiencies of a 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 a 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.

After evaluating the submitted material, the University, at its sole discretion, may determine to negotiate with the entity with the most favorable proposal as determined by the University.

8.2 Proposed Evaluation

Any contract awards resulting from this request shall be made following the evaluation of all proposals, which are responsive to the terms, conditions, and provisions of the Request for Proposal. The comparative assessment of the relative benefits and deficiencies of a proposal 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 our purposes, of any and all proposals.

8.2.1	Cost	50%
8.2.2	Experience and Reliability	25%
8.2.3	Method of Performance	25%

9.2 Offeror's Responsibility

The offeror is cautioned that it is the offeror'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 offeror's proposal. Failure to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.

10. Cost

The offeror must provide the following information regarding the percentage discount off list price, any credit or discount considerations for deposit accounts, and restocking charges, if any. The offeror must also specifically describe any other cost related information applicable to the requirements of the Scope of Work.

- 10.1 Percentage Discount: The offeror must identify in the space provided below a single percentage discount off the publisher's lowest list price. The offeror is advised that the University prefers that all orders be subject to the same discount rate and that such discount rate be applied against the publisher's lowest list price in all cases. However, if there are exceptions to the percentage discount quoted below, the offeror must specifically identify and provide a percentage discount off the publisher's lowest list price for all such exceptions as part of the offeror's proposal.

_____ % percentage discount off the publisher's lowest list price

- 10.2 Credit or Discount Considerations: The offeror must specifically describe as part of his/her proposal any credit or discount considerations related to deposit accounts.

- 10.3 restocking charge applicable to books returned by the University pursuant to paragraph 5.1 of the Scope of Work.

\$ _____ per book OR _____ % of book price

- 10.4 Electronic books: The offeror must provide a general pricing model for individual electronic books. The offeror will describe pricing differences in various user models. The offeror will provide information on any added fees and/or discounts.

- 10.5 Demand Driven Acquisitions (DDA): The offeror must provide a general pricing model for Demand Driven Acquisitions options for electronic books. The offeror will describe pricing differences in one-time purchases and lease models. The offeror will provide information on any added fees and/or discounts.

- 10.6 Database: The offeror must identify and describe any fees related to the University's use of the contractor's database.

- 10.7 Rush orders: The offeror must provide a general pricing model for rush orders.

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

11. . Experience & Reliability:

The experience and reliability of the offeror's organization will be considered in the valuation process. Therefore, the offeror is encouraged to submit detailed information which documents successful and reliable experience with accounts whose requirements are similar and/or identical to the requirements of this

Request for Proposal. The offeror is advised that failure to provide adequate evaluation information may result in a lower evaluation score for the offeror's experience and reliability.

- 11.1 The offeror should provide the names of at least four (4) current accounts of activity which exceed \$100,000.00 annually, with preference to those that also operate Demand Driven Acquisitions programs for electronic books. For each such account, the offeror should include the account name and address, as well as the name and telephone number or electronic mail address of a contact person.

12. Proposed Method of Performance:

- 12.1 Proposals will be evaluated based on the offeror's distinctive plan for performing the requirements of the Scope of Work. Therefore, the offeror should present a detailed written narrative which demonstrates the method or manner in which the offeror proposes to satisfy the requirements of the Scope of Work. Describe the contractor's strengths and what sets it apart in the marketplace or publishing industry. The offeror is advised that failure to provide adequate evaluation information may result in a lower evaluation score for the offeror's proposed method of performance.
- 12.2 The method by which the proposed method of performance is written is left to the discretion of the offeror; however, in presenting the proposed method of performance, the offeror is requested to specifically describe each of the following:
- 12.2.1 Describe the scope of services available to the University with respect to the type of materials required herein.
 - 12.2.2 Describe any pertinent or salient features of your company's database which go beyond the database requirements contained in the Scope of Work.
 - a) The offeror should describe any method or pathway provided by the database for the selection and purchase of electronic books.
 - b) The offeror should describe any method or pathway provided by the database for the development and maintenance of individual selector profiles.
 - c) The offeror should describe the extent of coverage provided by the database.
 - 12.2.3 Describe your company's approval and/or new title announcement services.
 - 12.2.4 Describe available technical support for your company's database and for any other electronic services available to the University under the terms of the contract.
 - 12.2.5 Describe your company's claiming and cancellation policies, including

how frequently your company claims from publishers.

12.2.6 Describe your company's experience in providing Demand Driven Acquisitions (DDA) of electronic books to academic libraries.

12.3 The offeror should provide a brief assessment of the offeror's projected ventures for the next three (3) years.

Note: Any projections and activities described by the offeror 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 offeror's future plans and role within the industry.

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

8.0 PRICING PAGE

1. Proposal Fees

As previously stated, it is the desire of the University to secure and accept a proposal that provides all services required under this RFP with no charges to the University, and that any fees be waived.

The offeror must provide pricing information as requested herein to provide books, North American and United Kingdom English language editions, fiction and nonfiction, adult titles, services in accordance with the terms and conditions of this Request for Proposal.

2. Original Contract Period

The offeror must provide firm, fixed pricing for books, North American and United Kingdom English language editions, fiction and nonfiction, adult titles.

2. Invoicing

2.1 Payment Will Be Made in Arrears

Payment for all equipment, supplies, and/or services required herein will be made in arrears.

2.2 Invoices Directed to the University Office of Procurement Services

Invoices must be directed to the University's Procurement Office and must include the contract number or purchase order number, item number, contract description of supplies or services, sizes, quantities, unit prices, and extended totals.

2.3 Late Payment Charges

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

2.4 Taxes

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

Total Cost of Bid: Estimated \$ _____

Renewal Options

3.0 Renewal Options

The offeror 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.

1st Renewal Period (July 1, 2027, through June 30, 2028): _____% of original contract prices.

2nd Renewal Period (July 1, 2028, through June 30, 2029): _____% of 1st renewal period prices.

3rd Renewal Period (July 1, 2029, through June 30, 2030): _____% of 2nd renewal period prices.

4th Renewal Period (July 1, 2030, through June 30, 2031): _____% of 3rd renewal period prices.

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 _____

3.0 GENERAL TERMS AND CONDITIONS

1. Contract Period

1.1 Original Contract Period

Subject to the University's right to terminate the contract, the contract period will be from the date of contract award for six (6) years, as stated on page one of this Request for Proposal/Request for Quotation/Response for information. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period.

However, the University shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or part thereof. In the event the contract is renewed, all terms, conditions, and provisions of the contract shall remain the same and apply during the renewal period.

2. Contract Price

All prices shall be as stated in the contract. The University shall neither pay nor be liable for any costs which are not specifically identified in the contract. Increases in contract prices for any subsequent period during which the contract is effective shall be limited to the maximum amount stated in the contract for that period.

3. Contract Documents

The contract between the University and the contractor shall consist of the Request for Proposal and any amendments thereto, and the contractor's response to the Request for Proposal. 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 RFP or the contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern.

4. Amendments to Contract

No modification of any provision in the 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 Purchasing Office and incorporated in a written amendment to the 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.

Contractor further agrees that during the term of this contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which could create

such a conflict.

6. Termination

6.1 Termination for Convenience.

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

6.2 Termination for Breach

In the event of 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

Therefore, 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 the 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 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 award of the 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 understand 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 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 accord 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 section 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.

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 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 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 reasonable opportunity to inspect the same.

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

All equipment, supplies, and/or services which do not comply with the RFP/RFQ/RFI 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.

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

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 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

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.

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 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 on the basis of 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

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 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

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.

9.0 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.
(Proposal 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)

10.0 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.

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 _____