



The Board of Governors of Missouri State University
 Office of Procurement Services
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REQUEST FOR PROPOSAL (RFP) 7813-14

March 28, 2019

Integrated Library System (ILS) or Library Services Platform (LSP)

**Contract Period: From Date of Contract Award for Three (3) Years
 Three University Optional One-Year Renewals**

This document constitutes a request for **sealed hard copy** proposals (one original plus two copies) from qualified Contractors to provide an **Integrated Library System or Library Services Platform** for the Board of Governors of Missouri State University (Missouri State University or University) as specified herein, in accordance with the requirements, terms and conditions of this RFP.

Date and Time Returnable: May 14, 2019, 3:00 p.m. CST

Tanya Smith, tanyasmith@missouristate.edu, Direct 417.836.4414

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.

Contractor Company Name		Date
Mailing Address		Telephone
City	State	Zip Code
Contact Person(s)		Facsimile
E-Mail(s)		
Printed Name	Authorized Signature	Title
For University Use Only:		Contract Number: C7813-1
Buyer	Director	Date

1.0 INTRODUCTION AND GENERAL INFORMATION

1. Introduction

This document constitutes a request for competitive sealed proposals from qualified individuals and organizations (hereinafter Contractor) to provide an **Integrated Library System (ILS) or Library Services Platform (LSP)** in accordance with the scope of work, requirements, terms and conditions, and information set forth herein.

2. Organization

The document, referred to as a Request for Proposal (RFP), is divided per the following:

- 1.0 INTRODUCTION AND GENERAL INFORMATION
- 2.0 SCOPE OF WORK
- 3.0 PROPOSAL SUBMISSION INFORMATION
- 4.0 PRICING PAGE
- 5.0 GENERAL TERMS AND CONDITIONS
- 6.0 AFFIDAVIT OF WORK AUTHORIZATION

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 appear to inadvertently restrict or limit the requirements of the RFP to a single source. Any and all communication from bidders regarding the RFP and the procurement process must be directed to the Buyer identified on the first page of the RFP.

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

Written questions should be directed to the Office of Procurement Services to the attention of Tanya Smith, tanyasmith@missouristate.edu, and should be received no later than **April 12, 2019, 5:00 p.m. (CST)**.

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 Emailed Questions:	April 12, 2019, 5:00 p.m. (CST)
Deadline for RFP Response:	May 14, 2019, 3:00 p.m. (CST)
Evaluation, Approximate:	Beginning on or after May 15, 2019
Contract Period:	From Date of Contract Award for Three (3) Years Three (3) University Optional One-Year Renewals
Implementation:	Must be able to complete implementation of proposed solution on or before <u>June 30, 2020</u> .

5. Right to Modify or Cancel

5.1 The University reserves the right to officially modify or cancel the RFP 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 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 Proposal Close Date or (2) in person notification by the Contractor or its authorized representative, provided proper identification is presented before the Bid Close Date and Time. Telephone requests to withdraw or modify a proposal 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 an **Integrated Library System (ILS) or Library Services Platform (LSP)** as specified herein in accordance with the terms and conditions of this Request for Proposal.

1.1 Purpose of Procurement

Through strategic planning, Missouri State University Libraries has concluded that improved services, cost efficiency, and prospects for collection development and collaborative approaches to library services will be facilitated by a move to a more robust ILS/LSP. More than simply replicating legacy systems in a shared or cloud-computing environment, we are issuing this RFP with the expectation of contracting for an integrated, flexible, and more comprehensive set of services that exceed traditional ILS/LSP capabilities. Because we expect to consider new systems and approaches, this RFP is intentionally broad in scope and focused on outcomes rather than merely detailed functional requirements. *Respondents are strongly encouraged to respond with functional details and to convey how their service would achieve the outcomes described in the RFP.*

1.2 Definitions

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

1.2.1 Accessibility Standards

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.

1.2.2 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.

1.2.3 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.

1.2.4 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.

1.3 Alternative Documentation

1.3.1 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 response?

Yes or No

1.3.2

If Yes, will you agree to provide the Services/Products pursuant to this RFP 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.

Yes or No

1.3.4 Editable Version of Master Service Agreement

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

Failure to indicate YES in response to 1.3.3 will result in Contractors' exclusion from consideration.

When developing, procuring, maintaining or using 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 IT/ICT 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 satisfactory provide this information will result in Contractor's exclusion from consideration.

1.4 Background

Missouri State University is a public, comprehensive metropolitan university system with a statewide mission in public affairs with an enrollment of over 25,000, whose purpose is to develop educated persons while guided by three overarching and enduring commitments to student learning, inclusive excellence and institutional impact. The University's identity is distinguished by its statewide mission in public affairs, requiring a campus-wide commitment to foster competence and responsibility in the common vocation of citizenship. The academic experience is grounded in a general education curriculum that draws heavily from the liberal arts and sciences. This foundation provides the basis for mastery of disciplinary and professional studies. It also provides essential forums in which students develop the capacity to make well-informed, independent critical judgments about the cultures, values, and institutions in society.

The task of developing educated persons obligates the University to expand the store of human understanding through research, scholarship and creative endeavor, and drawing from that store of understanding, to provide service to the communities that support it. In all of its programs, the University uses the most effective methods of discovering and imparting knowledge and the appropriate use of technology in support of these activities.

University campuses are structured to address the special needs of the urban and rural populations they serve. 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 anytime, anyplace learning opportunities through telecourses, Internet-based instruction and through its interactive video network (BearNet).

The University also operates various other special 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. In addition, Missouri State has the operations and program offerings of one entire academic department, its Department of Defense and Strategic Studies, located near Washington, D.C., in Fairfax, Virginia.

The University's official website is www.missouristate.edu.

The University's Libraries official website is <https://libraries.missouristate.edu/>.

2. Scope of Service

1. Systems and Support

1.1. Architecture, Reliability, and Security

The University requires an ILS/LSP solution that is based on a software-as-a-service or platform-as-a-service model. The solution must be stable and reliable, with minimal downtime. The solution must adhere to current best practices for securing Internet-facing servers. The solution should offer strong mechanisms for data backup and recovery, as well as safeguards against data tampering and theft. Library staff should be able to access all basic and administrative functions through a GUI, preferably browser-based.

- 1.1.1. How is the solution hosted? If multiple methods are available, specify the vendor's preferred method and how the hosting method affects the availability of vendor support.
- 1.1.2. Describe the system architecture of the solution in detail. Please specify all the following: server OS, SQL server, web server, indexing server, and application programming language.
- 1.1.3. Describe the architecture of collection records, such as bibliographic, holdings, and order records. How are these records stored in a database? To what extent can reporting tools traverse linked records? Describe all non-MARC fields used in these records.
- 1.1.4. Describe the client software used by staff. Is it browser-based, standalone or both? Which operating systems and browsers are supported? How are updates scheduled?
- 1.1.5. Describe the frequency and granularity of server- and application-level backups as well as where backups are stored.
- 1.1.6. Explain the solution's Service Level Agreement (SLA) in terms of guaranteed system uptime. During the past 12 months, approximately how many hours was the solution offline due to maintenance, updates, or crashes?
- 1.1.7. Describe how the solution monitors and reports on system reliability and performance, and provide sample reference data or screenshots, as appropriate, of monitoring feedback.
- 1.1.8. Describe the solution's limits in terms of maximum number of records, server storage space, index size, and RAM.
- 1.1.9. Describe how the solution's performance is affected by the number of concurrent staff users, patron users, and administrative functions such as batch updates of records.
- 1.1.10. Describe the solution's use of encryption for data in transit, on the application server, and in backups.
- 1.1.11. What security practices are in place to prevent unauthorized access to application servers and data? Describe any known incidents of unauthorized access and how they were handled as well as procedures for handling future incidents.
- 1.1.12. Describe the solution's data retention policies. To what extent can data retention be customized? How is transactional data anonymized? Include relevant information on standards compliance (such as ISO 27001) and any organizational information technology audits that have been completed.
- 1.1.13. Describe the extent to which the solution has been designed to comply with federal laws and regulations governing the storage and use of "protected" user data. Examples of such laws and regulations include: Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), and Payment Card Industry Data Security Standards (PCI-DSS).

1.2. Manageability

The University requires an ILS/LSP solution that enables library staff to focus on library work rather than systems administration. Library staff should not be involved in routine platform maintenance such as updating the OS, applying security patches, creating backups, or managing SSL certificates. Library staff should have the ability to access backups as needed. Library staff should be able to manage as many settings and permissions for the ILS/LSP solution without assistance from the vendor as possible. The solution should generally be designed with configuration flexibility in mind.

- 1.2.1. What level of staff involvement is required for applying maintenance updates to the server infrastructure (e.g. OS, web servers, SQL servers)?
- 1.2.2. What level of staff involvement is required for updating the ILS/LSP software, both on the server and staff clients?
- 1.2.3. What level of staff involvement is required for deploying backups to restore the solution to a previous state? Can individual records be restored, and do staff have the ability to do so without vendor assistance?
- 1.2.4. Identify any application settings that require vendor support in order to change.
- 1.2.5. Describe any initial configuration or implementation decisions that cannot be later changed, or altered only with great effort or expense.
- 1.2.6. How are staff permissions assigned? Are group permissions available? Can users be given read access to features but not write access?

1.3. System Openness

The University requires an ILS/LSP solution that can communicate with other library and university systems. The solution should have modern, well-documented, and performant APIs allowing read and write access to as many types of records as possible: bibliographic, transaction, patron, fine, etc. The solution should be extensible, whether by a plugin ecosystem, custom scripts created by library staff, or some other interface.

- 1.3.1. Does the solution support user- or community-designed plugins to add new features?
- 1.3.2. Do staff have SFTP or SSH access to the application's server to add custom scripts, web pages, or scheduled (e.g. cron) tasks?
- 1.3.3. Describe all methods for accessing the solution's underlying data outside of the staff client. Is direct SQL database access available? Describe APIs, including the types of data accessible, read and write access, protocol, and data serialization format (e.g. XML, JSON). If published API documentation is available, please provide.
- 1.3.4. Describe all methods for exporting bibliographic records and the formats supported (e.g. MARC, RDF/XML, JSON-LD). Are records downloaded via the staff client, a RESTful API, or both?
- 1.3.5. Describe the product's support for RDF linked data and schemas such as BIBFRAME. How does the solution expose linked data?
- 1.3.6. Describe how the system integrates with Ellucian's Banner for importing patrons and synchronizing fines.
- 1.3.7. Describe how the solution integrates with learning management systems such as Blackboard.
- 1.3.8. Describe how the solution integrates with identity management protocols such as LDAP, CAS, SAML, or Shibboleth. Does the solution support Microsoft's Azure AD authentication system?
- 1.3.9. Does the system support, or plan to support, integration with Innovative Interface's INN-Reach, or similar systems, for consortial lending and borrowing

(e.g. FOLIO Resource Sharing)?

- 1.3.10. Describe how the solution integrates with business intelligence platforms, such as Tableau.
- 1.3.11. Describe the ability of the solution to process transactions via NCIP and SIP2, or provide services that have traditionally used those protocols via other means. If other means are used, please provide a detailed description or technical reference documentation.

1.4. Customer Support and Migration

The University requires transparency and prompt communication from the ILS/LSP solution contractor. The contractor should provide accessible customer support as well as documentation to allow staff to help themselves. The contractor should provide an organized mechanism for collecting feedback from MSU and other institutions and provide a transparent roadmap for how it will address the feedback. The contractor should provide a clear timeline for migrating to the ILS/LSP solution, with a go-live date of no later than 12:00 AM, July 1, 2020, for required components referenced in this document. The contractor should provide itemized pricing with the ability to estimate future pricing over several years.

- 1.4.1. Describe training services offered to library staff.
- 1.4.2. Describe the solution's user community. Identify any active mailing lists, user groups, wikis, professional conferences, or publications available for users.
- 1.4.3. How does the contractor collect feedback from libraries, and how is the feedback used to enhance the solution? Identify any customer steering committees or focus groups.
- 1.4.4. What avenues are available for library staff to contact the contractor? Are there any restrictions as to which library staff can contact the contractor? Is 24/7 support available?
- 1.4.5. Describe the availability of documentation for the solution.
- 1.4.6. How are library staff notified of system maintenance or outages?
- 1.4.7. Describe a typical migration timeline. Identify services offered by the contractor versus actions that must be completed by library staff.
- 1.4.8. Describe the contractor's experience migrating libraries from an Innovative Interfaces Sierra ILS. Describe any known issues with such migration, including loss of record fields, transaction history, or other record data.
- 1.4.9. How does the contractor assist the library in projecting and controlling the cost of the solution over time? How many months in advance is pricing available? How are costs itemized?
- 1.4.10. Current ILS/LSP Solution and Collection Information:
 - 1.4.10.1. Total FTE: IPEDS 20,467
 - 1.4.10.1.1. Springfield Campus: 19,292
 - 1.4.10.1.2. West Plains Campus: 1,175
 - 1.4.10.2. Total number of bibliographic records: 2,185,454
 - 1.4.10.3. Total number of unique e-Journal titles: 48,586
 - 1.4.10.4. Total number of staff in library who need accounts in the system: ~50
 - 1.4.10.5. Current ILS: Innovative Interfaces Inc. Sierra via MOBIUS Consortium (SWAN)
 - 1.4.10.6. Link resolver: TDNet/TOUR
 - 1.4.10.7. ERM System: Custom-built, in-house
 - 1.4.10.8. Discovery Service: TDNet Discover
 - 1.4.10.9. MARC record services: Marcive, Films on Demand, and IEEE (via OCLC)

2. Staff Functions

2.1. Acquisitions

The University requires a robust, flexible acquisitions solution. The solution must be fully integrated with cataloging workflows. The solution must also be able to interface with vendors and campus financial systems.

- 2.1.1. Describe the solution's integrated workflow from the point of material selection to circulation including, but not limited to, ordering, receiving, invoicing, claiming, payment, etc.
- 2.1.2. Describe how order data is stored in relationship to bibliographic, item, vendor, and expense data.
- 2.1.3. Describe the solution's support for automated selection, ordering, invoicing, and claiming, using standards like EDIFACT or others.
- 2.1.4. Describe the solution's ability to import bibliographic records individually or in batches from a vendor, including the automatic creation of order, invoice, and/or item records.
- 2.1.5. Describe how the solution supports the creation of brief bibliographic records for ordering purposes, and the system's ability to overlay full bibliographic records.
- 2.1.6. Describe how the solution supports non-purchased materials [gifts] that may not necessarily have an order or invoice.
- 2.1.7. Describe the fund structure for acquisition payments. Is there a limit on the total number of funds, and can multiple funds be used for a single order?
- 2.1.8. Describe the solution's ability to organize funds into groups or hierarchies.
- 2.1.9. Describe the solution's structure for storing vendor information.
- 2.1.10. Describe the solution's financial reporting functionality, including the granularity of data retrieval and level of local customization.
- 2.1.11. Describe the solution's fiscal-year closing functionality. Can invoices be expensed into future fiscal cycles?
- 2.1.12. Describe what acquisitions data can be stored in the solution and for how long.
- 2.1.13. Describe the solution's ability to generate statistics from acquisitions records.

2.2. Electronic Resource Management (ERM)

The University desires a modern electronic resource management solution. In addition to tracking e-resource information, the solution should integrate with acquisitions, cataloging, serials, discovery, and analytics components within the solution.

- 2.2.1. Describe how ERM integrates with other system components, such as acquisitions, cataloging, and reporting.
- 2.2.2. Describe built-in reporting functionality of the ERM.
- 2.2.3. Describe the solution's support for the management of license agreements.
- 2.2.4. Describe the creation and organization of electronic resource records. What fields are available? Can additional custom fields be added?
- 2.2.5. Describe the solution's ability to manage administrative information for electronic resources and contact information for vendors and publishers, including correspondence tracking.
- 2.2.6. Describe the solution's support for subscription renewal reminders.
- 2.2.7. Describe the solution's support for ingesting statistics from other sources, such as COUNTER or SUSHI.
- 2.2.8. Describe the solution's support for reporting usage statistics by access method (e.g. the solution's discovery layer vs. the resource's native platform).
- 2.2.9. Describe the solution's OpenURL resolver and/or how the solution interacts with

third-party OpenURL applications.

- 2.2.10. Does the solution include or integrate with a knowledgebase that powers a discovery layer? Describe how the knowledgebase works with OpenURL resolvers and how it integrates with the electronic resources functionality of the system. Describe how, and how often, the knowledgebase receives content updates or corrections.
- 2.2.11. Describe how e-resource records power discovery interfaces such as an e-journal directory or database A-Z list.
- 2.2.12. Describe how ERM integrates with access management solutions like EZProxy or OpenAthens.

2.3. Analytics

The University requires an analytics solution that enables data-driven decision making. Reports should be available for all types of records and transactions within the system, from circulation to holdings analysis to electronic resource usage. Reports should be available on demand and in a variety of formats.

- 2.3.1. Describe how the solution collects, stores, and reports COUNTER data. Which COUNTER reports are supported?
- 2.3.2. Describe how the solution reports on knowledgebase (KB) holdings. How granular are KB reports in terms of database packages, journal titles, journal volumes, articles, e-books, and streaming media?
- 2.3.3. Describe how the solution's analytics tools integrate physical and electronic holdings and usage data.
- 2.3.4. Describe how the solution groups call number ranges together for reporting purposes. Is it possible to create custom call number groups that include specific ranges?
- 2.3.5. Describe the collection analysis and reporting tools provided by the solution.
- 2.3.6. Describe the array of variables about which reporting tools can gather statistics, such as locations, call numbers, patron categories, and material formats.
- 2.3.7. Describe the ability of the solution to generate lists of records and export the record data into various software programs and formats.
- 2.3.8. Describe the ability of the solution to retain transaction-oriented information (with or without patron-identifiable data) indefinitely for statistical reporting purposes, even if the associated item or patron has been removed from the system.

3. Circulation

The University requires a circulation solution that empowers staff who work directly with patrons. All relevant information about the patron and item should be readily accessible. Billing should be easy to understand and track.

3.1. Circulation Checkin/Checkout and Billing

Checkin/Checkout

- 3.1.1. Describe how the solution determines due dates.
- 3.1.2. Describe the types of notices that can be sent to patrons to inform them of due dates, fines, recalls, etc. Describe methods by which notices can be sent (e.g. print, email, SMS).
- 3.1.3. Describe how the solution allows staff to override lending rules, e.g. for a blocked patron or a non-circulating item.
- 3.1.4. Describe any offline circulation functionality provided by the solution.
- 3.1.5. Describe the hold/holdshelf management capabilities of the solution.

- 3.1.6. Describe how the system processes holds requests from a different library location, from the patron's initial request to fulfillment.
- 3.1.7. Describe the solution's ability to provide alerts and messages about specific patrons or items during the checkout process.
- 3.1.8. Describe how the solution integrates with self-checkout systems.
- 3.1.9. Describe the solution's support for checking out items on-the-fly that are not cataloged.

Billing and Payment

- 3.1.10. Describe how the solution generates bills and fines as well as how fines are stored in the system.
- 3.1.11. Describe how the solution accepts payment for fines. Which payment methods are available? Can payment be transmitted or received from an institutional business office?

Course Reserves

- 3.1.12. Describe the solution's course reserves functionality (both print and electronic), including the ability to cross-link courses and items and to suppress temporary items.

Patrons

- 3.1.13. Describe the elements and structure of a patron record in the solution and how patron records are created.
- 3.1.14. Describe methods for creating, importing, exporting, and deduplicating patron records.
- 3.1.15. Describe the ability to update patron records both individually and globally.
- 3.1.16. Describe how the solution protects patron data and privacy.
- 3.1.17. Describe the patron self-service features of the solution, including self-service for such activities as holds, bookings, renewals, notice preferences, self-updates of patron information, etc.
- 3.1.18. Describe how the solution allows automatic and manual blocks of patrons from borrowing and other services.

3.2. Interlibrary Loan

The University desires an interlibrary loan solution that allows staff to manage the ILL process within the same solution as other staff functions. The solution should be interoperable with many ILL platforms and federated search tools. The ILL process should be simple and transparent for both staff and patrons.

- 3.2.1. Describe how the solution supports the integration between interlibrary loan and acquisitions to provide support for purchase-on-demand programs.
- 3.2.2. Describe how the solution integrates with third-party interlibrary loan platforms such as ILLiad, Tipasa, and/or RapidILL.
- 3.2.3. Describe how the solution records interlibrary loan transactions. Are these stored alongside local circulation transactions or in a different location? Does the solution create temporary bibliographic records?
- 3.2.4. Describe how the solution tracks copyright and licensing agreements for items borrowed through interlibrary loan.
- 3.2.5. Describe how the solution exposes the library's holdings to enable other libraries to search and borrow.
- 3.2.6. Describe how the solution integrates, or plans to integrate, Innovative Interface's

INN-Reach, or similar systems, for consortial lending and borrowing (e.g. FOLIO Resource Sharing) with the rest of the circulation and interlibrary loan workflow.

3.3. Cataloging

The University requires a modern and flexible cataloging solution. Staff should have the freedom to edit records in the solution or using the software of their choosing. The solution should have a roadmap to address cataloging in a post-MARC environment.

- 3.3.1. Describe the process for importing MARC records. Which tools are available (e.g. OCLC Connexion, Z39.50, ILL SkyRiver)?
- 3.3.2. Describe the support for importing non-MARC metadata formats and schema such as Dublin Core, MODS, and BIBFRAME.
- 3.3.3. Describe the process for batch loading bibliographic records from files. Which types of files are supported (e.g. MARC, MARCXML, RDF)? How can data be manipulated during the load process?
- 3.3.4. Describe the process for exporting machine-readable records in formats such as MARC, RDF, BIBFRAME, etc. Can records be retrieved via manual batch operations, APIs, or both?
- 3.3.5. Describe the staff interface for editing MARC records. How can staff customize the interface? Can third party tools such as OCLC Connexion and MARC Edit be used to edit MARC records?
- 3.3.6. Describe the solution's support for AACR2 and RDA cataloging rules. Does the system provide any tools for validating records for compliance?
- 3.3.7. Describe the solution's support for various call number classification systems. Is it possible to use Library of Congress Classification numbers, Dewey numbers, and custom local call numbers all together?
- 3.3.8. Describe the solution's support for controlled vocabularies such as LCSH, LCNAF, CSH and MESH. Can the solution accommodate arbitrary vocabularies or only pre-defined ones?
- 3.3.9. Describe the solution's support for non-ASCII character encodings, such as UTF-8, UTF-16, and UTF-32, as well as support for diacritic combining characters and other special classes of Unicode characters, such as emoji. Are any special tools needed to input these characters? How are the characters stored and displayed throughout the application?
- 3.3.10. Describe the solution's support for bidirectional cataloging and support for bidirectional script display (e.g. Arabic, Hebrew).
- 3.3.11. Describe the solution's customizable workflow management tools, such as cataloging and labeling queues and automated alerts.
- 3.3.12. Describe how indexes are determined and how they can be customized.
- 3.3.13. Describe the solution's use of templates for adding various types of records.
- 3.3.14. Describe the process for uploading holdings to a bibliographic utility (e.g. OCLC/SkyRiver).

3.4. Collection Maintenance

The University requires a solution that enables efficient workflows for the physical processing and quality control of new acquisitions.

Physical Processing

- 3.4.1. Describe the solution's support for spine label printing.
- 3.4.2. Describe how the solution supports floating collections and temporary locations.
- 3.4.3. Describe the inventory management tools available in the solution for tasks such

as shelf reading and identifying lost items.

Serials

- 3.4.4. In general, describe the solution's support for material management at the issue level, including receiving, item generation, labeling, routing, claiming, and binding.
- 3.4.5. Describe the solution's support for the creation of date prediction patterns and enumeration patterns for check-in purposes. Describe the solution's ability to reuse prediction and enumeration patterns. Describe how the solution supports externally supplied check-in data, for example data coded in bibliographic MARC tag 891.
- 3.4.6. Describe the solution's support for the check-in of multiple instances of a given title; for example, one subscription to a title might include individual issues, bound volumes, pocket parts, pamphlet supplements, legislative service, and possibly other parts, each received on a regular or irregular basis. Describe how each of these parts can be accommodated and distinguished, either within a single record or on separate records.
- 3.4.7. Describe the solution's support for recording and receipt of issues via SISAC and/or UPC codes.
- 3.4.8. Describe the solution's integration of serials claiming across workflows.
- 3.4.9. Describe the solution's support for current MARC 21 holdings record standards. Specifically, describe how the system's serials check-in system can automatically update the MARC 21 holdings, including all content related to the 85X/86X paired fields, either during receiving or as a separate function.
- 3.4.10. Describe system support for generating statistics from serial records (number of active subscriptions, number of pieces received, etc.)

Quality Control

- 3.4.11. Describe how the solution manages local authority records and options for importing records.
- 3.4.12. Describe the solution's support for non-local authority records, such as linking to an authority record URI in a bibliographic record 100\$0 subfield.
- 3.4.13. Describe authority control tools available in the solution such as maintenance and error reports as well as automatic correction.
- 3.4.14. Describe the solution's support for global and targeted batch updates to all types of records.
- 3.4.15. Describe how the solution validates bibliographic records, how frequently they are validated, and the extent to which library staff can customize validation rules.
- 3.4.16. Describe tools provided by the system to automatically correct or modify new bibliographic records and the extent to which these tools can be customized by library staff.

3.5. Digital Collections/Archives (DA) and Institutional Repository (IR)

The University desires a solution that optionally provides digital collections management and institutional repository functionality or integrates with 3rd-party digital collections, archives, and institutional repository systems like CONTENTdm, Omeka, Islandora, or Digital Commons.

- 3.5.1. Describe your system's built-in support for cataloging, storing and presenting born-digital or converted-digital materials and artifacts.
- 3.5.2. Describe your solution's support for organizing user-provided or curated digital resources into collections with their own unique branding/design, submission, and editorial review workflows (e.g. E-journals). Does it support custom domains per

collection?

- 3.5.3. Describe your solution's support for managing proceedings of scholarly conferences.
- 3.5.4. Describe your solution's support for scholarly reputation management.
- 3.5.5. Describe your solution's storage or file-type limitations. Can users access data in its original format?
- 3.5.6. Describe your solution's support for plug-in free viewers (when available) for all supported file types.
- 3.5.7. Describe your solution's support for "deep linking" in multi-page documents.
- 3.5.8. Describe your solution's support for digital preservation workflows and standards.
- 3.5.9. Describe your solution's support for integrating 3rd-party digital collections/archives management or institutional repository systems.

3.6. Research Data Management (RDM)

The University desires a solution that optionally provides the ability to manage research data produced by our students, faculty, staff, other cooperating entities, or purchased from third-party providers.

- 3.6.1. Describe your solution's support for storing raw research data in both standardized and original formats.
- 3.6.2. How is access to data managed?
- 3.6.3. Describe workflows for submission of data to the system.
- 3.6.4. What types of metadata does the system support for submitted data?
- 3.6.5. How does the system integrate with 3rd-party RDM systems?

3.7. Administration

The University requires a solution that is easy to administer and flexible enough to be tailored to many staff roles within the library.

- 3.7.1. To what extent can the staff user interface be customized? Can individual users or groups have personalized dashboards or navigation menus? Can the layout of staff pages be altered using HTML, CSS, or Javascript?
- 3.7.2. Describe the types of notices and print products which the solution provides and how they are managed (receipts, paging slips/lists, book bands, hold shelf tags, pickup and overdue notices).
- 3.7.3. Describe the granularity of circulation permissions that can be assigned to groups and individuals.
- 3.7.4. Describe how loan rules are managed within the solution. Can read-only access be granted to view loan rules? Can modifications to the loan rules be tested in a simulated environment?
- 3.7.5. Describe how the solution manages library hours and closures and how they are integrated with lending rules.
- 3.7.6. Describe the solution's support for time-saving features such as keyboard shortcuts and macros.
- 3.7.7. Describe the level of IT expertise needed to perform administrative functions such as changing application settings, importing and exporting batches of records, and generating advanced reports.

4. Discovery and User Experience

4.1. Discovery

The University requires a broadly scoped discovery solution that breaks down narrow

information silos. A unified search interface must be capable of searching the vast majority of the library's print and electronic holdings. Patrons should be able search, browse, filter, and view resources seamlessly.

- 4.1.1. Identify the types of content that can be found through the search interface and which sources are indexed. Can content from institutional repositories, research guides, and other external systems be indexed automatically?
- 4.1.2. What options does the system present when a patron cannot find an item?
- 4.1.3. Describe how patrons can filter searches by criteria such as date, subject, or format.
- 4.1.4. Describe how patrons can use advanced search features such as Boolean operators, wildcards, and exact string matches.
- 4.1.5. Describe how the solution facilitates both known-item and open-ended searches.
- 4.1.6. Describe how the solution recommends subjects, titles, authors, spelling corrections, and other information to help patrons search.
- 4.1.7. Describe how the solution offers supplemental and contextual information about search results such as cover images, tables of contents, and reviews. Identify the sources of this information.
- 4.1.8. Describe how patrons can create permalinks to individual items and to whole result pages.
- 4.1.9. Describe how search results can be expanded to include items from beyond a single library, e.g. consortial or WorldCat holdings. Can the Z39.50 protocol, or other methods, be used to integrate search results from other systems?
- 4.1.10. Describe how the search interface can be used to browse nearby or related items for a specific call number, name, or subject heading.
- 4.1.11. Describe how the solution enables users to save, print, share, and export search results or lists of search results.
- 4.1.12. Describe how the link resolver is displayed to the user and how the interface transitions between search results, the link resolver, and the desired resource. Is the process completely invisible, immediately redirecting users to a resource? Does it present users with a list of options?
- 4.1.13. Describe how the system provides proactive resource recommendations based on (optional) patron search history or other forms of expressed subject interest.

4.2. Centrality and Integration

The University requires a discovery solution that provides a unified interface for many different ways patrons interact with the library. Beyond searching library resources, the discovery platform should be the main entry point for as many library resources as possible, such as patron account self-service, interlibrary loan, and context-specific research assistance.

- 4.2.1. Describe how interlibrary loan is integrated with search results and with a patron's account page for viewing holds and renewing titles.
- 4.2.2. Describe the process for placing and managing holds or reserves on local holdings. How does the process differ from the user's perspective when working with non- local holdings?
- 4.2.3. Describe how library contact information, research guides, and chat widgets are integrated with search and results pages.
- 4.2.4. Describe how the solution uses RSS feeds, email notices, or other subscription notifications to alert patrons of new items of interest.
- 4.2.5. Describe the process for searching and browsing course reserves.

4.3. Customization and Branding

The University requires a discovery solution that can be visually customized to the fullest extent. Beyond simply adding a library logo to search results pages, the University should be able to control every aspect of the platform's appearance.

- 4.3.1. To what extent can the appearance of search and results pages be customized by administrators? Are any of the following options available: custom header and footer, HTML editing, added CSS/Javascript, custom images and colors, custom widgets.
- 4.3.2. To what extent can the content and ranking of search and results pages be customized by administrators? Can individual MARC fields be displayed or indexed?
- 4.3.3. To what extent can link resolver and/or journal directory pages be customized by administrators? Are any of the following options available: custom header and footer, HTML editing, added CSS/Javascript, custom images and colors, custom widgets.

4.4. Accessibility and UX Best Practices

The University requires a discovery solution that complies with contemporary best practices for web accessibility and user interface design. The solution should be improved continually to maximize usability in a changing web environment.

- 4.4.1. Describe the WCAG 2.0 compliance level (e.g. A, AA, AAA) of patron-facing web pages.
- 4.4.2. How does the search interface adapt to different sized browsers? Is any information hidden or lost when viewed on a smaller screen?
- 4.4.3. Describe measures taken to ensure that search and results pages are screen-reader friendly (e.g. use of HTML headings, alt text, skip links, etc.).
- 4.4.4. Describe how application state is presented to the user client. For example, are session variables present in URLs? Do sessions expire, preventing the use of permalinks or browser navigation buttons?
- 4.4.5. Which browsers are supported by the discovery interface? Describe any future plans to end support for legacy browsers.
- 4.4.6. Describe how user testing and analytics are utilized to improve the user experience.

3. Accessibility Standards and Compliance

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

3.1 Product and/or Service has been identified as ICT as defined above in Section 1.

Certify that your Product and/or Service submitted in response to this RFP meets the Accessibility Standards as defined in this RFP: 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.

3.2 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. Provide contact information, including email and direct dial telephone numbers information for each individual identified.

3.3 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 including, but not limited to, WCAG 2.0 AA, the Rehabilitation Act of 1973, and the MO State IT Accessibility Standards..

4. Additional Information Technology Requirements

4.1 Sandbox System

Contractor must provide the University with a Sandbox.

4.2 Voluntary Product Accessibility Template (VPAT)

Vendor should provide University with a current Voluntary Product Accessibility Template (VPAT) for the Product as part of the client's Product RFP 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

3.0 PROPOSAL SUBMISSION INFORMATION

1. Open Records Law

The Contractor is hereby advised that, upon completion of the evaluation process, all proposals 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 Tanya Smith at tanyasmith@missouristate.edu, or 417.836.4414. Contractors may not contact other employees of the University concerning this procurement.

3. Submission of Proposals

Proposals 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 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. **Email and facsimile transmissions are NOT acceptable responses to this Request for Proposal.**

The sealed envelope or package containing a proposal should be clearly marked with the official RFP number and the Proposal Close Date. Bids for different RFPs should not be placed in the same envelope.

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

3.1 Proposal Organization

Proposals 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.

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.

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

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 proposal after the pricing page.

3.4 Vendor Registration Form

The Vendor Registration Form should be completed and included with the proposal after the Affidavit of Work Authorization. A copy of this Form is available at <https://apps.missouristate.edu/financialservices/Forms/APVendorRegForm.pdf>.

3.5 Copies of Proposals

The Contractor is requested to submit, **via hard-copy**, an original signature proposal and two (2) complete copies of the original signature proposal, for a **total of three (3) complete hard-copy proposals**. The University also requests an electronic version of the Proposal response be provided via an flash drive/USB device.

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

3.7. 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.

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

4. **Proposal/Bid Opening**

4.1 All bids will be opened at 3:00 p.m. (CST) 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. It is the Contractor's sole responsibility to ensure that the proposal is delivered to the University's Office of Procurement Services by the Proposal Close Date and Time. If the Office of Procurement Services is officially closed on the Proposal Close Date, bids will be accepted until 3:00 p.m. (CST) the next official work day and will be opened at that time.

4.3. Bids which are not received by the Office of Procurement Services prior to the Proposal 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 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 proposal, 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 proposer(s), if deemed necessary. The Best and Final Offer generally consists of updated costs and answers to questions that were identified during the proposal evaluations.

If the University determines to utilize a Best and Final Offer, proposals 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 proposal.

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 proposals.

6.3.3 The University reserves the right to limit negotiations to those proposals which received 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 Terms, conditions, prices, methodology, or other features of the Contractor's proposal 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 proposal.

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 proposal. Failure to submit such information may cause an adverse impact on the evaluation of the Contractor's proposal.

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

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 Proposal Evaluation

A contract award resulting from this request shall be made following the evaluation of all proposals which are responsive to the this RFP. 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 its purposes, of any and all proposals.

Deviations from requirements indicated herein must be stated in the proposal specifically under a category *Restricted Services/Exceptions to the Request for Proposal*, and clearly identified as Exhibit One (1). Otherwise it will be considered that proposals 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 Procurement Office. For protest procedures see <https://www.missouristate.edu/procurement/policy.htm#Protests>.

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

Cost	50%
Accessibility & Accessibility Compliance	5%
Operating Approach & Method of Performance	40%
Experience and Reliability	5%

9. Pricing Requirements/Cost Evaluation

9.1 An itemization of cost of services which includes a NOT TO EXCEED amount.

10. Experience and Reliability

10.1 Experience. The experience and reliability of the contractors's organization will be considered in the evaluation process. Therefore, the contractor should submit any information in conducting services which documents successful and reliable experience in providing past work, especially for those engagements that are considered comparable to the requirements of this Request for Proposal.

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 Company. Financial standing, shown by documents such as financial statements or an annual report.

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 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 offeror 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

Evaluation of proposals will be based on the contractor's plan for performing the requirements contained in this Request for Proposal.

Therefore, the contractor is requested to present a written narrative, which demonstrates the method, or manner in which the offeror proposes to satisfy each of the requirements of the Scope of Work in part two.

4.0 PRICING PAGE

Contractor must provide firm, fixed pricing information to provide an **Integrated Library System (ILS) or Library Services Platform (LSP)** as requested herein in accordance with the terms, conditions, and provisions of this Request for Proposal.

Initial Purchase	
Software	
- ILS/LSP	\$
- Discovery (if available separately)	\$
Professional Services	
- Set-up Fees	\$
- Customizations	\$
- Training	\$
Optional / 3rd Party Products	
- Digital Archive	\$
- Research Data Management	\$
- Institutional Repository	\$
- Other:	\$
Other Costs	
	\$
	\$
	\$
Discounts	
	\$
	\$
	\$
Total:	\$

Year 2	
Technical Support, Maintenance, and Upgrades	\$
Other Annual Expenses:	\$
	\$
	\$
Total:	\$

Year 3	
Technical Support, Maintenance, and Upgrades	\$
Other Annual Expenses:	\$
	\$
	\$
Total:	\$

Year 4 (Optional Renewal)	
Technical Support, Maintenance, and Upgrades	\$
Other Annual Expenses:	\$
	\$
	\$
Total:	\$

Year 5 (Optional Renewal)	
Technical Support, Maintenance, and Upgrades	\$
Other Annual Expenses:	\$
	\$
	\$
Total:	\$

Year 6 (Optional Renewal)	
Technical Support, Maintenance, and Upgrades	\$
Other Annual Expenses:	\$
	\$
	\$
Total:	\$

2. Payment Terms

State the payment terms that apply to the above. 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.

_____ Organization Name	_____ Title
_____ Authorized Signature	_____ Date

3. Invoicing

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

3.2. Invoices must be directed to the University's Office of Procurement Services 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.

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

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

5.0 GENERAL TERMS AND CONDITION

1. Contract Period

1.1 Original Contract Period. Subject to the University's right to terminate the contract, the original contract period will be from the date of contract award for three (3) years, as stated on page one of this Request for Proposal. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period.

1.2 Contract Renewals. The University may exercise three (3) optional one-year renewals to the contract.

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 (insofar as the contractor's response to the Request for Proposal does not alter the Request for Proposal 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 or the contractor's response. In all other matters not affected by the written clarification, if any, the Request for Proposal 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 Procurement 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 proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which 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 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 the 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 the contract immediately. If the University cancels the 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 the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

7. Insurance Requirements

7.1 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 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, 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 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 the 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 the 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 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 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 the contract.

8.2 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 the 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 the 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 the 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. The contractor expressly warrants that [SUBJECT] (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, (2) be fit and sufficient for the purpose expressed in the RFP/RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

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

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

11.3. All equipment, supplies, and/or services which do not comply with the RFP/RFQ 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. 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. 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 the contract, or at such address as the contractor may have requested in writing.

14. Assignments

The contractor shall not transfer any interest in the 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 the 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 the contract shall constitute an assignment by the contractor to the University of all rights, title, and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of, or in relation to, the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

15. Waiver

15.1 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 proposal shall not be deemed a continuing waiver of such provision, or a waiver of any other provision of the contract.

15.2 No provision in the 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.

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. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, 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. 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 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. 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 venue shall be proper only in the State Circuit Court for Greene County, Missouri. The contractor shall comply with all local, state, and and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

19.2. 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 the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.

19.3. 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. 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 therof, 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