NOTICE

Request for Proposals # 8098SLJ
Request for Proposals for Foreign and Domestic Serials Subscriptions

Any organization downloading this request for bid/proposal which did not receive a letter by fax from UMR Campus Procurement notifying it of the posting of this request for bids/proposals, must complete this page and immediately fax it to 573-341-4048 or email notification to umrpurch@umr.edu.

By submitting your request to UMR, your organization is advising UMR of your interest in this request for bid/proposal and your organization will be notified of the posting of any addenda. These addenda are issued when there is a need to change the specifications or due date/time of the requests.

It is the responsibility of the organization downloading the request for bid/proposal specifications to notify UMR of interest in this request for bid/proposal and to request notification of addenda. It is also the responsibility of all Bidders to verify if addenda have been issued and to submit all addenda with bid/proposal response prior to the bid/proposal opening date and time.

Name of Organization: ___________________________________
Contact Name: __________________________________________
Contact Phone Number: __________________________________
Fax number: ____________________________________________

Note: Organizations are cautioned not to alter the wording of this request for bids / proposals. In the event that changes to the wording do occur, the request for bid / proposal as originally prepared by the University of Missouri-Rolla shall be considered the record copy and shall be deemed the prevailing document. Responses with changed wording MAY BE REJECTED.

Bid/Proposal Request Document Follows

This page is not part of the request for bid/proposal and MUST be submitted IMMEDIATELY after downloading the request for bid/proposal.
REQUEST FOR PROPOSALS

FOR

FOREIGN AND DOMESTIC SERIALS SUBSCRIPTIONS

FOR

THE CURATORS OF THE UNIVERSITY OF MISSOURI

FOR

THE UNIVERSITY OF MISSOURI – ROLLA

RFP # 8098SLJ

OPENING DATE: APRIL 12, 2007

TIME: 2:00 PM, CT

Prepared by:

Stacy L. Jones, Senior Buyer
Office of the Manager
Campus Procurement Services
University of Missouri-Rolla
G5C Campus Support Facility
Rolla, MO 65409-0070

Dated: March 21, 2007
NOTICE TO BIDDERS

The University of Missouri – Rolla requests proposals for Foreign and Domestic Serials Subscriptions, RFP #8098SLJ, which will be received by the undersigned at the Office of the Manager, Campus Procurement Department, G5C Campus Support Facility, Rolla, Missouri, 65409 until 2:00 pm, Central Time, April 12, 2007. Proposals will be opened and identified starting at 2:05 p.m., Central Time.

Specifications and the conditions of proposals together with the printed form on which proposals must be made may be obtained from the Campus Procurement Department at G5C Campus Support Facility, Rolla, Missouri, 65409, by phoning 573-341-4266, or online at http://procurement.umr.edu/bids.htm

The University reserves the right to waive any informalities in proposals and to reject any or all proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

By: Susan Potrafka, Manager
   Campus Procurement Department

Dated: March 21, 2007
UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO RESPONDENTS
REQUEST FOR PROPOSAL (RFP)

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.

2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.

4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.

5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.

6. **Equal Opportunity and Non-Discrimination:** 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 any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. **Minority and Women Business Enterprise Participation:** It is the policy of the University of Missouri to ensure full and equitable economic opportunities to persons and businesses that compete for business with the University, including Minority and Women Business Enterprises (M/WBEs). To this end, the University has established participation goals as outlined in this RFP.
The University encourages M/WBE participation in contracts for goods and services by firms that are certified. The University accepts certifications provided by those entities identified on the page in this RFP titled Certifying M/WBE Agencies. This may either be by the primary supplier/contractor being a qualified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract do not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

Bidders must indicate their MBE and WBE participation levels committed to this contract on the M/WBE Participation Form included in this RFP. The names and percent participation of each MBE and WBE should also be provided on this form.

The evaluation of proposals will include the proposed level of M/WBE participation (see evaluation of Proposals section). Five (5%) percent of the contract award criteria will be based on MBE and WBE participation. The University may consider the relative participation of the bidders in awarding points. However, proposals with zero participation for MBEs and/or WBEs will receive none of the MBE or WBE points respectively.

The contractor/supplier shall provide annual reports or more frequently if requested, of the financial participation of M/WBEs. The report shall include the name(s) and address(es) of the qualified M/WBEs, products or services provided and the total dollar amount or percentage of utilization. The annual report shall also include separately, all second tier participation the contractor/supplier may have.

The University will monitor the contractor/supplier’s compliance in meeting the M/WBE participation levels committed to in the awarded proposal. If the contractor/supplier's payments to participating M/WBEs are less than the amount committed to in the contract, the University may cancel the contract, suspend or debar the contractor/supplier from participating in future contracts, or retain payments to the contractor/supplier in an amount equal to the value of the M/WBE participation commitment less actual payments made to M/WBEs.

If a participating M/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor/supplier must obtain other certified M/WBEs to fulfill the M/WBE participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval of the Chief Procurement Officer of Procurement Services for any new M/WBE participants. This approval shall not be arbitrarily withheld. If the contractor/supplier cannot obtain a M/WBE replacement, the contractor/supplier must submit documentation to the Chief Procurement Officer detailing all efforts made to secure an M/WBE replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure the
participation of M/WBEs and whether the contract will be amended to change the M/WBE participation commitment.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.

9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.

10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services (“OIG”) to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in
equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

**B. INSTRUCTIONS TO RESPONDENTS**

1. **Request For Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at respondent's risk. It is the respondent's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source.

Any and all communications from respondents regarding specifications, requirements, competitive proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the proposal opening date.

The terms and conditions as distributed by the University or made available on a University website, shall not be modified by anyone submitting a proposal. Regardless of any modification to these terms and conditions that may appear in the submitted proposal, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the proposal.

The RFP document and any attachments constitute the complete set of specifications and proposal response forms. No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as
to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Proposals:** All proposals must be submitted, in three (3) copies on the proposal form accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "Request for Proposals for Foreign and Domestic Serials Subscriptions" and addressed, mailed and/or delivered to Campus Procurement Services, University of Missouri-Rolla, G5C Campus Support Facility, Rolla, MO 65409, ATTN: Stacy Jones.

To receive consideration, proposals must be received, at the above address, prior to the proposal opening time and date stated in this RFP. Respondents assume full responsibility for the actual delivery of proposals during business hours at the specified address.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondent and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondents shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the respondent's organization. Signature on the proposal certifies that the respondent has read and fully understands all proposal specifications, plans, and terms and conditions.

By submitting a proposal, the respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained
therein. Furthermore, the respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the respondent has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; (3) the respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the respondent has not sought by collusion or otherwise to obtain any advantage over any other respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the proposal closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted in a sealed envelope marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing time and date. Proposals may not be modified after the proposal closing time and date. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for proposal closing. Proposals may be withdrawn in person before the proposal closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a respondent believes any of the information contained in the respondent's response is exempt from 610.021 RSMo, then the respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. Evaluation and Award: Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the respondent and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the respondent's response in order to verify the intent. The respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the respondent; the previous and existing compliance by the respondent with related laws and regulations; the sufficiency of the respondent's financial resources; the availability, quality and adaptability of the respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.
The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful respondent shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Proposal Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting therefrom, as well as from such termination, shall not be affected by any such termination.

7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with 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.

9. **Payment:** Payment terms, unless otherwise stated in the RFP, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be
necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder.

10. Accounting Practices: The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

General Information
The University of Missouri-Rolla (UMR) is seeking proposals for Serials Subscriptions. Respondents MUST submit proposals for vendor services for either List A or List B. Vendor may choose to submit proposals for List A + List B as well.
- List A – Predominantly domestic titles on List A (attachment 1)
- List B – Foreign titles on List B (attachment 2)
- List A + B – all titles on List A and List B

Estimated Usage of Contract
During the period of January 1, 2006 through December 31, 2006 approximately $793,000.00 total was paid for subscriptions, $684,000.00 for list A and $109,000.00 for list B. These subscriptions will be prepaid annually. Initial coverage will generally begin with renewals with a common start date of January 1, 2008.

Term and Length of Contract
The initial length of a contract awarded from this RFP will be July 1, 2007 through June 30, 2010. Three (3) additional one (1) year renewal periods will be available at the University's option. Contractor will be notified by the University of its intent to exercise any of the one-year renewal options at least ninety (90) days prior to the end of the current contract term.

Prices quoted in the proposal submitted to the University shall remain firm for entire term of the contract and its renewals, if any.

Payment
Prepayment shall be made annually on or before July 31st each year in accordance with pricing listed on Proposal Form.

Contract Security
The Successful Respondent shall furnish a performance bond in the amount of 100% of the prepayment each year.

Tax Exemption
The University of Missouri is tax exempt. A tax exemption certificate will be provided to the Contractor upon request. Please consider this, if it is relevant, when listing prices on the proposal form.

Award of Contract
The RFP will be evaluated to determine which agreement is in the best interest of the University. Any resulting contract will be awarded to the vendor determined to provide, in the judgment of UMR, the best overall value.

Evaluation Criteria
Response to the RFP will be evaluated using a point system. Mandatory requirements must be met; therefore, they are not awarded any points. Failure to meet any mandatory requirement will remove the Respondent from further consideration.

The Respondent with the most points whom meets all the mandatory requirements will be awarded the contract.

RFP# 8098SLJ
Detailed Specifications and Special Conditions
Maximum points available for each criterion are as follows:

Financials

- Cost  100 points
  All pricing including service charges if any, publisher’s surcharge if any, postage and handling, discount for prepayment and access charges if any. Total cost of each subscription before service charge and publishers’ surcharge shall not exceed the publishers list price at the library rate as given in publishers’ current catalogues. Presently, the University uses EBSCO Subscription Services for list A and list B. If a change is made to other services, there will be additional costs to the University for changing the local records management system. For this reason, 5 points SHALL BE DEDUCTED for conversion to another service, if applicable. THE ENCLOSED “SAMPLE LIST OF TITLES” WILL BE THE BASIS FOR DETERMINING THE COST. VENDORS MUST LIST THE CURRENT CATALOGUE LIST PRICE AT LIBRARY RATE OF EACH PUBLICATION, THE PUBLISHER’S SURCHARGE, IF ANY, AND THE GUARANTEED PERCENTAGE SERVICE CHARGE, IF ANY, ON EACH FOR THE ENTIRE LENGTH OF THE CONTRACT AND EXTEND IT IN THE TOTAL COLUMN. The University will deduct the percentage discount for prepayment as given on page 2 of Proposal Form and the additional discount for Bid Basis III also listed on page 2 of Proposal Form. Though the list is considered to be a good example of the orders to be placed, the University reserves the right to delete from or add to the list, any or all titles.

Desirables

- Additional vendor services not listed herein  20 points
- Evidence of quality of service as stated in General Terms and Conditions B4.  20 points
- Capability of meeting specific library needs as given in Desirable Specifications  50 points

MBE/WBE Participation  10 points

Total Points Possible  200 points

Desirables

These services/options are not mandatory requirements, but Respondents are asked their willingness/ability to provide the services listed and points are awarded based on the responses. If a Respondent states that one or more of the desirables listed in the “Desirable Specifications” is available, and that Respondent is awarded the agreement, that desirable(s) becomes a part of the agreement and is required as a part of that agreement.

If requested by the University, respondent shall:

a. Make on-site presentations at respondent’s expense, to describe in detail those items included in the written proposal. Presentations will take place April 18, 2007 through April 20, 2007.

b. Provide a staff visit for three (3) people at respondent’s expense to the home office to provide understanding of each company’s mode of operations.

c. Provide free, temporary access to online data management system for purposes of evaluation of the capabilities of the system

If these requests are made, they will follow the review of the proposals submitted.
INSTRUCTIONS FOR COMPLETING MANDATORY REQUIREMENTS

Respondent must mark each mandatory requirement either as the respondent will comply with that requirement or will not comply with that requirement. A representative from each respondent must initial next to the response for each mandatory requirement. A copy of these pages must be included with response.

MANDATORY REQUIREMENTS

Mandatory requirements must be met, therefore, no points are awarded for mandatory requirements.

1. An online data management system, accessible via the internet, which at a minimum is capable of performing title and publisher searches, and handling online ordering and claims at no extra charge must be provided.
   Comply ________    Do not Comply ________    Representatives Initials ______

2. A toll-free phone number for reporting problems must be available.
   Comply ________    Do not Comply ________    Representatives Initials ______

3. Two copies of invoices with no per/invoice service charge must be provided. Each invoice must contain bibliographic information including volume, issues and dates covered by the subscription.
   Comply ________    Do not Comply ________    Representatives Initials ______

4. Action on problems (other than claims) must be made within 5 working days (Attach sheets to describe in detail approach to problem resolution)
   Comply ________    Do not Comply ________    Representatives Initials ______

5. A hard-copy or electronic confirmation of action taken on claims within five working days must be provided.
   Comply ________    Do not Comply ________    Representatives Initials ______

6. Contractor must provide a monthly report of claims activity.
   Comply ________    Do not Comply ________    Representatives Initials ______

7. Electronic invoicing capable of interfacing with the Innovative Interfaces INNOPAC system is necessary.
   Comply ________    Do not Comply ________    Representatives Initials ______

8. Names of at least 3 other university libraries with whom vendor currently does business and phone numbers of appropriate contact person must be listed on attached reference sheet.
   Comply ________    Do not Comply ________    Representatives Initials ______

9. On both lists A & B, the cost of each subscription before service charge and publisher’s surcharge shall not exceed the publishers list price at the library rate as given in publishers current catalogue, surface mail.
   Comply ________    Do not Comply ________    Representatives Initials ______
10. Consortium pricing, if lower, must be made available when discounts are available from consortiums.
Comply ________ Do not Comply ________ Representatives Initials ________

11. Service for obtaining back-runs must be provided.
Comply ________ Do not Comply ________ Representatives Initials ________
INSTRUCTIONS FOR COMPLETING DESIRABLE SPECIFICATIONS

Respondent must mark each desirable specification either as the respondent will comply with that requirement or will not comply with that requirement. A representative from each respondent must initial next to the response for each desirable requirement. A copy of these pages must be included with response.

Respondent must provide sufficient information such that UMR can judge the value of the product(s) / service(s) in relation to UMR’s needs. Attach additional sheet(s) as needed. If additional sheets are attached, please reference the appropriate specification to allow easy reference.

DESIRABLE SPECIFICATIONS

1. Maximum service charges per title not to exceed $130 or to be assessed only against the first $5000 of the title’s subscription costs, whichever is less. (5 points)

Please describe service charges per title: _____________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________

2. Ease of use and capability over minimum requirements of an online management system as listed in Mandatory Specifications 1. (15 points)

List details of functions of web-based data management system showing capabilities over and above Mandatory Specification 1. (attach additional pages if necessary)
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

3. Online access to vendor service which provides missing issues at no charge. (3 points)

Vendor provides such access - _____ yes     _____ no

4. Capability of providing various statistical reports and customized budget analyses on request and at no additional charge (5 points)

Describe services reports/analyses available (attach additional pages if necessary) ___________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

5. 5 years or more experience in providing vendor services to academic libraries for serials subscriptions. (2 points)

List number of years experience ___________________
6. Contractor to have a demonstrated record, over the past year, of claims satisfaction within 30 days. (5 points)
   _____ yes     _____ no

7. Assignment of a specific customer service representative to the UMR Library. (3 points)
   Vendor will comply -     _____ yes     _____ no

8. Airmail or airlift delivery to the US from overseas, for all subscriptions requested, at publishers’ prices at surface rates. (4 points)
   Vendor will comply -     _____ yes     _____ no

9. Provide a system for managing electronic journal subscriptions and facilitating public access to electronic journals. (8 points)
   List details regarding system (attach additional pages if necessary) ________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
   _______________________________________________________________________________________
CERTIFYING MBE/WBE AGENCIES

MBE/WBEs are those businesses certified as disadvantaged by an approved agency. The Bidder is responsible for obtaining information regarding the certification status of a firm. A list of certified firms may be obtained by contacting the agencies listed below. Any firm listed as disadvantaged by any of the following agencies will be classified as a MBE or WBE by the Owner.

St. Louis Development Corporation
1015 Locust
St. Louis, MO 63101
314/622-3400; 314/622-3413 (Fax)
CONTACT: Minority Business Development Manager

Bi-State Development Agency
707 North First Street
St. Louis, MO 63102-2595
314/982-1457; 314/982-1558 (Fax)
CONTACT: Disadvantaged Business Enterprise Coordinator

St. Louis Minority Business Council
308 North 21st St., 7th Floor
St. Louis, MO 63101
314/241-1143; 314/241-1073 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - St. Louis, MO
8(a) Contractors, Minority Small Business
815 Olive St., Room 242
St. Louis, MO 63101
314/539-6600; 314/539-3785 (Fax)
CONTACT: Business Opportunity Specialist

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314/551-5000; 314/551-5013 (Fax)
CONTACT: Program Specialist

City of Kansas City, Missouri
Human Relations Department, MBE/WBE Division
4th Floor, City Hall
Kansas City, MO 64106
816/274-1432; 816/274-1025 (Fax)
CONTACT: Minority Business Specialist

Kansas City Minority Supplier Council
3017 Main Street, Suite 100
Kansas City, MO 64108-3323
816/931-9672; 816/931-9673 (Fax)
CONTACT: Executive Director

U.S. Small Business Administration - Kansas City, MO
8(a) Contractors, Minority Small Business
323 W. 8th Street, Suite 501
Kansas City, MO 66105
816/374-6729; 816/374-6759 (Fax)
CONTACT: Business Opportunity Specialist
State of Missouri-Office of Administration  
Division of Design and Construction, Minority Business Development  
P.O. Box 809, Harry S. Truman State Office Building  
Room 730, 301 West High Street  
Jefferson City, MO 65102  
573/751-6908; 573/526-3097 (Fax)  
CONTACT: Minority Contracts Coordinator

Missouri Department of Transportation  
Division of Construction  
P.O. Box 270  
Jefferson City, MO 65102  
573/751-6801; 573/526-5640-6555 (Fax)  
CONTACT: Disadvantaged Business Enterprise Coordinator

Illinois Department of Transportation  
MBE/WBE Certification Section  
2300 Dirkes Parkway  
Springfield, IL 62764  
217/782-5490  
CONTACT: Certification Manager

State of Missouri-Office of Administration  
Division of Purchasing & Materials Management  
Minority Purchasing Unit  
P.O. Box 809  
Jefferson City, MO 65102  
800/592-6019; 573/751-7276 (Fax)  
CONTACT: MBE/WBE Certification Coordinator
M/WBE PARTICIPATION FORM

If proposing MBE/WBE participation, the contractor/supplier must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract regardless of whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the MBE and WBE participation must not be contingent upon award of a specific category, and the contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve the committed to participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a qualified MBE and/or WBE, the contractor/supplier may indicate 100% participation.

The University’s MBE participation goal for this bid is 5%
The University’s WBE participation goal for this bid is 5%

The contractor supplier is committed to the following MBE and WBE participation on this bid:

Total MBE Participation _____%       Total WBE Participation_____%

Complete the following table indicating the firms used to meet the participation levels indicated.

<table>
<thead>
<tr>
<th>MBE Firm Name</th>
<th>MBE % of Contract</th>
<th>WBE Firm Name</th>
<th>WBE % of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

----------THIS FORM MUST BE SUBMITTED WITH THE BID----------
Respondents must submit the following:

Mandatory Requirements, pages 1 and 2
Desirable Specifications, pages 1 and 2
MBE/WBE Participation Form, MBE/WBE Information page 3
Proposal Form, page 1-3
Statement of Respondent’s Qualifications, page 1
List A completed with pricing (attachment 1)
List B completed with pricing (attachment 2)
Web address and password for purposes of evaluating vendor homepage and database for searching/ordering/claiming
Web address and password for purposes of evaluating system for managing electronic journal subscriptions and facilitating public access to electronic journals
Description of approach to problem resolution
Sample of invoice
Analysis of average time for solving past claims
REQUEST FOR PROPOSALS
FOR FOREIGN AND DOMESTIC SERIALS SUBSCRIPTIONS
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
THE UNIVERSITY OF MISSOURI – ROLLA
RFP # 8098SLJ
OPENING DATE: APRIL 12, 2007
TIME: 2:00 PM, CT

The undersigned proposes to furnish the following items and/or services at the prices quoted and agrees to perform in accordance with all requirements and specifications contained within this Request For Proposal issued by the University of Missouri.

AUTHORIZED RESPONDENT REPRESENTATION

<table>
<thead>
<tr>
<th>Number of calendar days delivery after receipt of order</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Title</td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Phone No.</td>
<td>Federal Employer ID No.</td>
</tr>
<tr>
<td>Fax No.</td>
<td>E-Mail Address</td>
</tr>
<tr>
<td>Circle one: Individual Partnership Corporation</td>
<td></td>
</tr>
</tbody>
</table>

If a corporation, incorporated under the laws of the State of__________

This signature sheet must be returned with your proposal.
PROPOSAL FORM – continued

PROPOSAL BASIS I: LIST A – Attachment 1

Guaranteed percent service charge for all titles requiring service charge (will not exceed percent given on list A – attachment 1) (______________ %)

Total net price of serials to be charged for List A – Attachment 1, including shipping (from ***************)

$______________________

Additional discount for pre-payment

__________ %

The following is for informational purposes only:
Service charge, if any, on back-runs as a percent of catalogue list price at library rate

__________ %

PROPOSAL BASIS II: LIST B – Attachment 2

Guaranteed percent service charge for all titles requiring service charge (will not exceed percent given on list B – attachment 2) (______________ %)

Total net price of serials to be charged for List A – Attachment 1, including shipping (from ***************)

$______________________

Additional discount for pre-payment

__________ %

The following is for informational purposes only:
Service charge, if any, on back-runs as a percent of catalogue list price at library rate

__________ %

PROPOSAL BASIS III: LIST A and B – Attachment 1 and 2

Guaranteed percent service charge for all titles requiring service charge (will not exceed percent given on list A and B – attachment 1 and 2) (______________ %)

Total net price of serials to be charged for List A – Attachment 1, including shipping (from ***************)

$______________________

Additional discount for both lists being purchased from the same vendor

__________ %

Additional discount for pre-payment

__________ %

The following is for informational purposes only:
Service charge, if any, on back-runs as a percent of catalogue list price at library rate

__________ %
PROPOSAL FORM - continued

REFERENCES (4 points)

Respondents to provide at least three (3) references that can provide information as to the capabilities, services, performance of respondent in the following format:

1. Name of Organization _______________________________________________
   Address __________________________________________________________
   Contact Person ___________________________________________________
   Phone Number _____________________________________________________

2. Name of Organization _______________________________________________
   Address __________________________________________________________
   Contact Person ___________________________________________________
   Phone Number _____________________________________________________

3. Name of Organization _______________________________________________
   Address __________________________________________________________
   Contact Person ___________________________________________________
   Phone Number _____________________________________________________
STATEMENT OF RESPONDENT'S QUALIFICATIONS
(File with Proposal Form in separate envelope appropriately designated.)

1. Number of years in business:_____________________. If not under present firm name, list previous firm names and types of organizations.

________________________________________________________________________
________________________________________________________________________

2. Contracts on hand: (Complete the following schedule.)

<table>
<thead>
<tr>
<th>Amount of Your Contract</th>
<th>Per Cent Completed</th>
<th>Item</th>
<th>Purchaser</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. General Type of product sold or manufactured

________________________________________________________________________

4. There has been no default in any contract completed or uncompleted except as noted below:
   (a) Number of Contracts on which default was made:_________
   (b) Description of defaulted contracts and reason therefore:

________________________________________________________________________
________________________________________________________________________

5. List banking references:

________________________________________________________________________
________________________________________________________________________

6. (a) Do you have a current confidential financial statement on file with University? __________ If not, and you desire, you may file such statement with this proposal, sealed in a separate envelope and appropriately designated.
   (b) If not, upon request will you within 3 days file a detailed confidential financial statement?
       Yes_____ No_____ (check one)

Dated at ______________________________________________________________
this______________________________day of____________________________2007.

______________________________________  __________________________
Name of Organization(s)                              Signature

________________________________________
Title of Person
ATTACHMENT 1

LIST A

PREDOMINANTLY DOMESTIC TITLES

(SEPARATE PDF TO BE DOWNLOADED FROM: http://procurement.umr.edu/bids.htm)
ATTACHMENT 2

LIST B

FOREIGN TITLES

(SEPARATE PDF TO BE DOWNLOADED FROM: http://procurement.umr.edu/bids.htm)