

REQUEST FOR REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
WEBSITE DEVELOPMENT SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
THE COLLEGE OF ENGINEERING
RFP # 17-4004-HR-C
OPENING DATE: NOVEMBER 3, 2016
TIME: 2:00 CDT

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared By:
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2910 LeMone Industrial Blvd
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Dated: October 6, 2016

RFP 17-4004-HR-C

WEB DEVELOPMENT SERVICES

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NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of Website Development Services, **RFP # 17-4004-HR-C** which will be received by the undersigned at UM Supply Chain, until **November 3, 2016 at 2:00 p.m. CST. Request for Proposals will be opened and identified starting at 2:05 p.m., CT. The University assumes no responsibility for any vendor's on-time receipt at the designated proposal/bid opening location.**

Specifications and the conditions of Request for Proposal together with the printed form on which Request for Proposals must be made may be obtained by accessing the following website: <http://www.umsystem.edu/ums/fa/procurement> or from the Strategic Sourcing Specialist identified within this document.

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

Questions shall be submitted no later than October 25, 2016.

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared By:
Heather Reed, CPPB
Strategic Sourcing Specialist
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

**UNIVERSITY OF MISSOURI
REQUEST FOR PROPOSAL (RFP)
GENERAL TERMS AND CONDITIONS
&
INSTRUCTIONS TO RESPONDENTS**

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. **Supplier Diversity Participation:** It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that compete for business with the University. The University's Supplier Diversity effort reflects that.

Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). Diverse suppliers should be certified from a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. Attachment A provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African-American, Hispanic, Native-American Asian Indian/Pacific), Women (WBE), Veterans (VBE-Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).

Second Tier Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2nd Tier spending. There are two ways this can be accomplished:

Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.

Example: Company A is a prime supplier of office products to UMSSC. Ink pens that are supplied to UMSSC are provided by a minority-owned business. This would be direct 2nd Tier. Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.

Example: Company B spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's overall business revenue. Company B can report \$20,000 to UMSSC as indirect 2nd Tier spending.

The Director of Supplier Diversity and Small Business Development can provide more detail.

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers/contractors will be responsible for reporting diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

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

If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded proposal. The contractor/supplier must obtain the written approval or the Chief Procurement Officer for any new diverse supplier. Additionally, if the Respondent cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a 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 diverse supplier participation and whether the contract will be amended to change the Supplier Diversity 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 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 Centers for Medicare & Medicaid Services (CMS).

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.
14. **Vendor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Business Policy Vendor Gifts, section 3:110.

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 Request for Proposals risk. It is the Request for Proposal 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 Request for Proposal regarding specifications, requirements, competitive Request for 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 Request for Proposal opening date.

The RFP document and any attachments constitute the complete set of specifications and Request for 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 Request for Proposals:** All Request for Proposals must be submitted, in **1 complete printed copy with an authorized signature on the "Form of Proposal" page in addition to one complete electronic copy provided on a flash drive, jump drive, or CD formatted in .PDF file format** and must be enclosed in a sealed envelope plainly marked: Request for Proposal for Website Development Services and addressed, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201 ATTN: Heather Reed.

To receive consideration, Request for Proposals must be received, at the above address, prior to the Proposal opening time and date stated in this RFP. It is the respondent's 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 Requests for 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 Request for 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 respondents Proposal and accepted by the University. The University reserves the right to cancel circuit connection(s) by an individual site, without cancelling the entire contract. In the event

the University exercises the right to cancel a single individual circuit; the contractor shall maintain existing awarded circuit connections without penalty. Service connection(s) will be awarded on a site by site basis. 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:** Respondent 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 RFP 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 RFP 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 RFP 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 RFP closing. Proposals may be withdrawn in person before the RFP 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, 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 of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Chief Procurement Officer-UM System Supply Chain shall be final and binding upon all parties.

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(s) shall, within fifteen (15) 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 Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for 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 there from, 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:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. 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. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.
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.

11. **Debarment and Suspension Certification:** The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments and affiliates of the University of Missouri, including University of Missouri Health Care. For more information, see <http://www.umssystem.edu/ums/about/facts/>.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

UNIVERSITY OF MISSOURI
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

1. GENERAL

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the College of Engineering (hereinafter referred to as "University") with an organization or individual (hereinafter referred to as "Contractor"), to provide **Website Development Services** as described herein.

Attached hereto is a Form of Proposal to be used for the submission of information requested herein. The Form of Proposal must be sealed and clearly addressed to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, with a notation on the sealed envelope showing the contents to be a proposal for "**Website Development Services**" RFP #17-4004-HR-C" and received no later than **November 3, 2016 at 2:00 p.m. CDT**.

All proposals must be submitted, in one (1) original hard copy as well an electronic version on a CD or flash drive in PDF format. **Questions shall be submitted no later than Tuesday, October 25, 2016.**

All questions must be addressed to:

Heather Reed, CPPB
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, Missouri 65201
573-882-9778
reedhr@umsystem.edu

2. OBJECTIVE

The University of Missouri - College of Engineering is seeking a vendor to improve its web presence with a more useable, accessible, and visually appealing design. The college is in a competitive engineering market and needs to efficiently attract and recruit students, faculty, professional staff, research and industry partners, and alumni. It also needs to effectively and rapidly disseminate information to these and other stakeholder groups.

3. SCOPE OF WORK

Business requirements

The College of Engineering (MUENGR) at the University of Missouri seeks a full service interactive agency to develop a new website to replace the current engineering.missouri.edu website. The RFP will take a two phase approach.

During phase one the contractor shall conduct a discovery process for MUENGR presence and produce a strategic plan and implementation roadmap. Based on MUEGR strategic plan, the vendor will work with the Director of marketing and communications and the communications group, in coordination with other internal stakeholders, to conduct a series of activities to better understand how the College envisions its web presence and is currently engaged with the web in general as a platform for its digital communication needs.

Through understanding how the engineering.missouri.edu site and other web properties currently work and are used, what MUENGR would like to achieve through its web presence, what users need and want that they are not getting, the purpose of this project is to create a strategy and roadmap for a new web presence through engineering.missouri.edu that matches our need and available resources.

Out of this work, MUENGR requires three key outcomes:

- The vendor will conduct a content site audit.
- The vendor will make recommendations and produce a web strategy and roadmap document. The vendor will apply its expertise in digital communication, the assessment of MUENGR properties and communication objectives, and input from stakeholder interviews to build the case for the recommended strategy.
- The vendor will provide 2-3 design concepts to illustrate the vision reflected in the recommendations and strategy.

The timeline for phase one of the project should not exceed 60 days.

Phase two of the contract will take into account the discoveries from phase one and complete the following:

1. Develop a three phase written plan for a new engineering @missouri.edu website
2. Develop a comprehensive timeline to complete the work with a date of completion not to exceed September 1, 2017 (date may be adjusted based on the timing of the award of this RFP).
3. Execute the three phase plan in accordance with the University of Missouri style and IT guidelines.

Technical requirements

Contractor will utilize the newest web technology which will work seamlessly across all mediums: While designing the site to be responsive across all platforms the priority of design should be mobile first.

The website shall be built using a Wordpress format with a compatible CMS tool. It is mandatory that the site meet the requirements of design and structure to comply with the University of Missouri requirements through to meet University of Missouri Identity Standards,

Division of IT requirements including adherence to the University of Missouri accessibility standards policy.

Milestones and deliverables

A proposed tactical plan would be:

1. Project kick-off meeting with MUENGR communications team, key staff and selected stakeholders.
2. Stakeholder interviews: 8-12 project stakeholders in different areas of the College to identify strategic goals, user goals, and analyze operation and technical processes and constraints (if any). Discussions would need to take place in Columbia at the College of Engineering.
3. Review of existing website and social media platforms. The site currently has estimated scope of page content:
 - “Engineering” (main site)
 - 21 active subsites
 - 2 archived/deleted subsites
 - 578 pages across all active sites
 - “Engineers” (faculty sites site)
 - 39 active sub sites
 - 4 archived/deleted sub sites
 - Est. 240 pages across all active sites
 - “NROTC”
 - No sub sites
 - 29 pages
4. Technical assessment for the replacement of Web CMS and hosting environment. This will include a detailed analysis of the available open source and proprietary solutions that meets or exceed ENGR requirements.
5. Regular check-ins with communications project team
6. Presentation of web strategy document using stakeholder inputs, analysis of external environment, competitive audit, review of engineering.missouri.edu and other websites and prioritized lists of organization and user needs.
7. Presentation of implementation plan.
8. Presentation of design concepts

9. Draft web strategy document for open comments (within a limited timeframe) from stakeholders.
10. Final refinements and delivery of web strategy document, implementation plan, design concepts and website specifications/requirements based on project lead feedback and inputs from open comments.

The timeline for phase one of the project should not exceed 60 days. The timeline for completion of phase two shall not exceed September 1, 2017 (this may be adjusted depending on the award date of this RFP).

Ongoing support and Maintenance

Hosting and maintenance of the site is the responsibility of the contractor in accordance with the University of Missouri DoIT policies. The site shall have a CMS tool in order for communications staff to maintain the site content, however support of plug-ins, patches and fixes should be covered as part of the maintenance agreement which is covered under this contract.

The contractor shall provide the following:

- Monthly report of hours of services rendered.
- Initial and ongoing CMS training to current and new users as necessary.
- Add/remove users from CMS.
- Basic user support and help

Also included in maintenance, the contractor shall provide consultation on the addition of new sections of content not currently present on the site. Consideration of new technologies and how they may or may not apply to content strategy. Further user testing. Consideration of site analytics to answer any questions regarding the site's use.

Recurring link checks shall be provided as well as Progressive browser/platform support as needed. Ongoing review and recommendations for placement of new content as it applies to the homepage and other highly visible areas of the site. Consulting on matters involving user interface.

Place of Performance

While the contractor may be located in any city, all interviews and in person presentations shall be conducted at the College of Engineering on the Columbia University of Missouri campus.

4. CONTRACT PERIOD

The contract period shall be date of award through August 31, 2017 with the option by the University to renew for five (5) additional one year periods. The contract shall automatically renew unless the Contractor is notified, in writing, of the University's intent to cancel the contract at least sixty (60) days prior to the end of the term.

5. INSTRUCTIONS FOR PROPOSAL RESPONSE

Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability to meet (and how) the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that specifications are met. If "no response" or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject vendor's proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked. These are not valuable in the volume of information the various evaluating teams must review.

Confidentiality of Information:

All records received from a Contractor will be deemed public records and presumed to be open. If the contractor submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Contractor as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

6. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

This process will be conducted in two (2) main phases. The first phase of this RFP will be to determine which firms are best qualified to compete for final award. The best qualified Respondents will be selected as finalists and move to Phase II. Phase II will involve the University providing sufficient access and information to the finalist(s) to allow them to provide full and comprehensive offers from which the final award will be made. **No pricing information shall be supplied during the first phase.**

Respondents must meet the mandatory requirements to be "qualified" for scoring. If requirements are not met, the vendors are disqualified from further evaluation/award. Qualified

remaining Respondents will be scored on their ability to meet scored criteria/ evaluation questions, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to vendor’s responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request vendors to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits revealed compliance inconsistency.

Responses to this document must address issues in the order provided.

Note: Any Respondent’s Request for Proposal that makes material modifications to the University’s Terms and Conditions may be found non-responsive, as solely determined by the University.

7. DELIVERY

If applicable, all deliveries shall be FOB Destination with all freight charges thereto included and fully prepaid. The seller bears and pays the freight costs.

8. PAYMENT TERMS AND CONDITIONS

The University reserves the right to withhold a portion of the payment until the services have been completed. The final invoice will be paid thirty (30) days after user acceptance, as defined by the University. Payment terms shall be mutually agreed upon between the successful respondent and the University prior to contract award. Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University. A payment schedule may be negotiated with the successful respondent in alignment with implementation milestones.

Proposed Payment Schedule

Contract award with PO issued	25% of total
Phase 1 Conclusion	25% of total
End of the 6 th Month Mark	25% of total
Website Functional and University Accepted	25% of total

Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30

days. 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. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University reserves the right to withhold payment for services if/when the contractor's products/services fail to meet functional, performance or availability expectations as documented and agreed to in the contract/SLA.

9. MANDATORY CRITERIA

Respondents must meet all mandatory minimum requirements in this section in order to provide a response to this RFP. Any Respondent that does not meet all of the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below.

- 9.1. Respondent must agree to adhere to all campus digital standards currently in place at the time of project initiation. This includes campus standards related to:
- a. Accessibility and ADA compliance, per <http://identity.missouri.edu/websites/Web%20standards09202016.pdf>
 - b. Security requirements for web applications, content management systems, databases web forms or any other transactional systems, per <https://www.umssystem.edu/ums/is/infosec>
 - c. Consistency as it relates to user experience and interface, per <http://identity.missouri.edu/websites/>

Yes or No

- 9.2. All information technology (IT) applications and systems used by the University must be developed, implemented and maintained in a secure manner in accordance with either established University policy or, in the absence of a specific University policy, in accordance with industry-standard best practices.

Respondent agrees to protect the privacy and security of all University data at all times and further agrees not to use or disclose such data other than to accomplish the objectives of this agreement.

Respondent certifies that it has read and will comply with the University's policy on application security (http://bppm.missouri.edu/chapter13/13_120.html) as well as the Division of Information Technology guidelines for application development (<https://www.umssystem.edu/ums/is/infosec/sections-sysapp>) and data classification (<https://www.umssystem.edu/ums/is/infosec/classification-definitions>). In the event that the products/services delivered by the respondent should fail to meet these

security requirements, respondent agrees to indemnify and hold harmless the University from all claims, demands, losses, damages, liabilities, costs and expenses, including legal fees, arising out of, or by reason of, any breach or alleged breach of this provision

Yes or No

- 9.3. The vendor must work with college and University administrators to ensure that licenses and release forms for included content have been obtained. Licenses and release forms must be stored with university personnel according to university policy.

Yes or No

- 9.4. The site must be mobile first or responsive, work with modern browsers and computing devices, and degrade gracefully on other platforms. The design code must be easy to maintain and clearly commented.

Yes or No

- 9.5. The site must use HTML5 structural tags (e.g. main, article, section, and aside) and aria-roles to aid accessibility and provide content semantics.

Yes or No

- 9.6. A site map must be provided for visitors and search engines. The map must update automatically when news, events, or other serialized (WordPress post-style) content is added. If this cannot be automated, then it needs to be easy to accomplish manually.

Yes or No

- 9.7. The design must be a WordPress theme. If necessary, approved WordPress plug-ins, as determined by Mizzou Creative, can be used in a local installation. WordPress multi sites will be necessary to manage content without duplication across sections of the site. It must be easy to add and edit content in all of these areas, as it will be maintained by individuals with little knowledge of HTML and CSS. Images and video will be used and should be easy to integrate into the User Interface (UI). Video may be added to YouTube or Vimeo before being placed on the site.

Yes or No

- 9.8. The Respondent agrees to continually monitor the website to ensure ongoing compliance of Mizzou Standards as the standards continually evolve. Appropriate timelines are expected to be communicated by the vendor for addressing any updates to the project in order to remain in compliance.

Yes or No

- 9.9. All code must be managed in the University's Git repository.

Yes or No

- 9.10. The Contractor must have an identifiable staffed support and management system in place prior to the development of any website that is awarded as a result of this RFP. The University shall review the proposed support/management system prior to project initiation to ensure adequate, skilled resources are dedicated to maintaining the website over time.

Yes or No

- 9.11. By submitting a response, Respondent has accepted the terms of this RFP and the Professional Services Agreement (sample attached) and agrees to the format of the Scope of Work (sample attached) and to waive the inclusion of their contract document.

Yes or No

- 9.12. Respondent shall understand and agree that the University has the right to audit contractor's records regarding this contract, including billed rate per hour and expenses.

Yes or No

- 9.13. Respondent must agree that all work completed for the University under this RFP are "works for hire" and become the intellectual property of the University.

Yes or No

- 9.14. The initial site design process must include a question and answer session and up to three (3) revisions.

Yes or No

- 9.15. The vendor must provide a minimum of eight (8) hours of onsite content management system training for up to ten (10) designated University personnel.

Yes or No

9.16. Service Level Agreement-The Contractor agrees to provide a Service Level Agreement (SLA) during the contract execution/negotiation phase that meets/exceeds the SLA requirements in this RFP and includes, but is not limited to:

- a. Updates or revisions to current content, features or functionality, including content management system installations or plugins;
- b. Bug fixes, maintenance releases, file recovery;
- c. Ongoing site monitoring, backups, removal of found malware, etc.;
- d. Support desk help and question answering;
- e. Training of end users and documentation of website functionality; and
- f. Assistance and consultation for content updates or additions.

Yes or No

9.16.1. The SLA, as crafted, must provide clear statements of:

- a. The service (e.g. training, bug fixes, etc.);
- b. Required notification or trigger for service to be performed;
- c. Maximum time to within which the Contractor will acknowledge the need for the service to the University;
- d. Maximum time within which the Contractor will complete the service;
- e. Mechanism by which the Contractor will communicate status of the service being acknowledged and performed (e.g. email, report, etc.)
- f. Formula by which discounts or reimbursement of payment are calculated for a service that falls outside of the SLA;
- g. Service exceptions to any of these criteria (if any).

Yes or No

9.16.2. The Contractor must be prepared to provide a discount or reimbursement of all or a portion of payment(s) when it has been established that the Contractor has failed to meet the above SLA terms and/or contract conditions. Establishing that the Contractor has not met SLA terms will be a joint, cooperative effort between the Contractor and the University.

Yes or No

9.16.3. Establishment of the SLA will be a joint, cooperative effort between the Contractor and the University during the contract execution/negotiation phase.

Yes or No

10. PERSONNEL REQUIREMENTS

Respondent must currently have personnel on staff with the following required technical skills.

10.1. Frontend Web Development

- HTML (modern versions)
- CSS (modern versions)
- JavaScript and JavaScript frameworks
- DOM
- Cross-Browser Bugs and Inconsistencies

Yes or No

10.2. Backend Web Development

- PHP
- One or more of the following:
 - MS SQL
 - MySQL
 - Oracle
- API (use of)
- File Compression
- DOM
- Data Format (XML, JSON, etc.)
- Version Control via Git
- Working knowledge of:
 - Apache on Linux or
 - IIS on Windows
- Web Security
- Object Oriented Programming

Yes or No

10.3. Design and Other Web Concepts

- Adaptive/Responsive Design
- User Interface Design
- Cross-browser/Device Testing
- Accessibility
- Progressive Enhancement/Graceful Degradation
- Web Font Embedding
- SEO
- Usability

Yes or No

10.4. Content Management Systems

- WordPress
- Drupal
- Understanding of Template Systems

Yes or No

10.5. Authentication Integration Capabilities

- Shibboleth/SAML
- LDAP

Yes or No

11. EVALUATION QUESTIONS

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations. If more space is needed for comments or a description, attach a page with the additional information and clearly identify it by referencing the associated section number.

If the Respondent collaborates with other individuals or companies in order to meet the stated requirements, information must be provided identifying all companies and individuals expected to participate in meeting said requirements.

11.1. Experience and Qualifications

11.1.1. Respondent should state their capabilities and provide a detailed understanding of the required technical skills outlined above. Attention should be given to the use of and adherence to secure development practices.

11.1.2. Discuss the history of the company, including any predecessor companies and the current parent/subsidiary relationship with any other companies. Indicate how long the current company has been in continuous operation and how long it has been providing web development services. Include any significant information about the company, which is relevant to demonstrating its experience and how it is uniquely qualified to provide web development services.

11.2. Capacity

11.2.1. Provide the number of personnel currently employed by the company including the number of years' experience for each specific skill set of each employee. Include any applicable certifications held. Special notation must be made if the respondent plans to use a subcontractor for the provision of

any or all services and a listing of sub-contractors/freelancers typically used and the number of years' experience for each specific skill shall be included.

- 11.2.2. Please identify by circling below which desired skills your personnel are experienced with .

Frontend Web Development

- HTML5 Boilerplate/Bootstrap
- LESS/Sass
- Modernizr
- Preprocessor (CodeKit)
- Regular Expressions

Backend Web Development

- JavaScript/AJAX
- JQuery
- XSLT
- Microdata and other formats

Content Management Systems

- Cascade Server
- Joomla

11.3. Portfolio

- 11.3.1. Describe up to five (5) successful engagements and pertinent outcomes. Include the project name, services performed, the objectives satisfied and the current status of the project. Indicate timelines and the number of developers that were dedicated to each engagement. A supporting reference shall also be included with name of client organization and name, title and current telephone number of point of contact for client organization. The University reserves the right to contact the references and include their responses as part of the evaluation.

11.4. References

- 11.4.1. List three (3) customers where respondent's firm has provided professional IT development services within the last five (5) years. The University prefers to work with vendors that have extensive experience in higher education, so the list should highlight higher education institutions similar in size and profile to the University of Missouri. Include names and contact information from the referral organizations that the University of Missouri may contact. The University reserves the right to contact the references and include their responses as part of the evaluation.

11.4. Support/Maintenance/Hosting Services

- 11.4.1. Maintenance and support refers to updates or revisions to current content, features and functionality, bug fixes, maintenance releases etc. Describe the different levels of support and maintenance and what is included in each, specifically indicating backups, monitoring and uptimes. Include your response time.

REQUEST FOR PROPOSAL FORM
REQUEST FOR REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
WEBSITE DEVELOPMENT SERVICES
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF
THE COLLEGE OF ENGINEERING
RFP # 17-4004-HR-C
OPENING DATE: NOVEMBER 3, 2016
TIME: 2:00 PM, CT

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

AUTHORIZED RESPONDENT REPRESENTATION

Number of calendar days delivery after receipt of order	Payment Terms
Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ___yes ___no	

This signature sheet must be returned with your proposal.

ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM

The contractor/supplier must indicate below the percentage of diverse supplier participation committed to in relation to the total dollar value of the contract. Please provide this information whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the diverse supplier participation must not be contingent upon award of a specific category. 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 participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a certified diverse supplier, the contractor/supplier may indicate 100% participation below. We also ask that a diverse supplier we contract with directly provide us with any supplier diversity participation your firm does that helps to fulfill the contract. Listed below are definitions of direct versus indirect 2nd Tier spending:

- Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.
 - a. Example: Company A is a prime supplier that sells UMSSC Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2nd tier as the purchase is directly fulfilling the contractual obligation.
 - b. Example: Company B is a prime supplier of office products to UMSSC. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2nd Tier. Dollars can be tracked and traced to fulfilling the contract.

- Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
 - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UMSSC.
 - b. Example: Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B's overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UMSSC.

The contractor/ supplier is committing to the following diverse supplier participation on this proposal:

Complete the following table indicating the suppliers that will be used as direct subcontractors to meet the participation levels indicated. If you are committing to indirect 2nd tier spending, please list as “indirect” under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

Supplier Name	% of Contract	Specify 1 st or 2 nd Tier

-----THIS FORM MUST BE SUBMITTED WITH THE RESPONSE-----

Supplier Diversity Certifying Agencies

The list below provides a list of agencies that do certification for MBE, WBE, DBE, Veteran and Veteran Service Disabled businesses. Bidders are responsible for obtaining information regarding the certification status of a firm for the prospective sub-contractor being used. A list of certified firms may also be obtained from many of the agencies listed below, including the State of Missouri's websites for M/WBE's and Service-Disabled Veterans.

State of Missouri Office of Equal Opportunity
P.O. Box 809, Harry S. Truman office Building
Room 630, 301 W. High Street
Jefferson City, MO. 65102
573-751-8130
www.oeo.mo.gov
Missouri M/WBE Certification and database

State of Missouri Office of Administration
Division of Purchasing & Materials Management
P.O. Box 809
Jefferson City, MO 65102
573-751-3273
www.oa.mo.gov/purchasing-materials-management
Missouri Service Disabled Veterans Website

State of Kansas Department of Commerce
M/WBE and DBE Department
1000 S.W. Jackson St. Suite 100
Topeka, KS. 60612
785-296-3425
www.kansascommerce.com
Kansas M/WBE and DBE database and certification

Missouri Department of Transportation
External Civil Rights
1017 Missouri Blvd
Jefferson City, MO. 65102
573-526-2978
www.modot.org/ecr
Missouri DBE database and certification

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314-551-5000
www.mwdbe.org
St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri
MBE/WBE Division
414 E. 12th St
Kansas City, MO. 64106
816-513-1313
Kansas City M/W/DBE database and certification
www.kcmo.gov/humanrelations/resources

St. Louis Development Corporation
1520 Market St. Suite 2000
St. Louis, MO. 63103
314-657-3700
www.stlouis-mo.gov/sldc
Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council
317 N. 11th St. Suite 502
St. Louis, MO. 63101
314-436-8877
www.midstatesmsdc.org
MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council
777 Admiral Blvd.
Kansas City, MO. 64106
816-221-4200
www.mpmsdc.org
MBE certification for Kansas City based corporations/database available for a fee

U.S. Small Business Administration-Kansas City
1000 Walnut Suite 500
Kansas City, MO. 66106
816-426-4900
<http://www.sba.gov/about-offices-content/2/3123>
Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis
1222 Spruce St. Suite 10.103
St. Louis, MO. 63103
314-539-6600
<http://www.sba.gov/about-offices-content/2/3124>
St. Louis SBA Office. Info for Federal Gov. Certification.

U.S. Veterans Business Administration
Veteran and Service Disabled Veteran Database and verification
www.vetbiz.gov
U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council

308 N. 21st St, 7th floor

St. Louis, MO. 63101

314-241-1143

www.slmbc.org

St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago

8 S. Michigan Ave Suite 400

Chicago, Illinois 60603

312-853-3477

www.wbdc.org

Certification for WBE's in the Missouri area

Attachment B (sample)

**THE UNIVERSITY OF MISSOURI
SERVICES AGREEMENT – Information Technology Development**

This Service Agreement entered into this _____ day of _____, by and between the **Curators of the University of Missouri**, a Missouri public corporation, (hereinafter referred to as "University") and _____ (hereinafter referred to as "Contractor") to provide certain services upon the following conditions:

1. SCOPE OF SERVICES

University engages Contractor to render, and Contractor agrees to render, the services described in Exhibit A "Scope of Services" upon the terms and conditions set forth herein.

2. DUTIES

- a. Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of the Services and shall perform the Services in a diligent, professional, and skillful manner.
- b. All Services performed under this Agreement will be performed by Contractor's employees unless written consent to use subcontractors or other persons is given by University.

3. PERIOD OF SERVICE AND TERMINATION

- a. The period of performance shall be _____ through _____, unless terminated as follows:
- b. The University may terminate this contract at any time by providing a 30 day notice. Contractor shall be paid for work completed prior to notice, and the University may authorize, in writing, the completion of specific tasks and payment for those tasks until the date of termination.

4. COMPENSATION

- a. University shall pay Contractor for Services performed in accordance with the schedule set forth in Exhibit A, at a not to exceed amount of \$_____.
- b. Payment will be made within thirty (30) days from receipt by the University of Contractor's completed invoice form. The invoice must show the Contractor's federal taxpayer ID number.
- c. Final payment will be made after all required reports and/or services have been received and approved by the University.
- d. If travel expenses are to be reimbursed, travel expenses must be itemized and appropriate receipts attached to the invoice. All travel and reimbursement for travel must conform to existing University policy, which may be viewed at <http://www.umsystem.edu/ums/rules/bpm.> (if applicable).
- e. Contractor shall send invoices to the following:
 - i. Name:
 - ii. Department

- iii. Street
- iv. City State Zip
- v. Email

5. TAXES

The compensation stated herein includes all applicable taxes. No additional compensation will be allowed due to Contractor's failures to include such taxes or as a result of a change in Contractor's tax liabilities.

6. ASSIGNMENT

Neither this agreement nor any rights or obligations may be assigned or transferred by either Party to any person, corporation, partnership or other entity without the prior written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

7. NOTICES

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be sent by registered or certified mail to the parties at the address shown below:

- i. University of Missouri Supply Chain
- ii. Attn: (name of Supply Chain representative)
- iii. Street
- iv. City State Zip
- v. Email

8. CONFLICT OF INTEREST

Contractor assures that to the best of Contractor's knowledge there exists no conflict of interest and every effort will be made to avoid the appearance of conflict of interest between Contractor, Contractor's family, business or financial interest and the services provided under this Agreement. Should this situation change during the time of this Agreement, Contractor shall advise University of such change.

9. NATURE OF RELATIONSHIP

Contractor herein is an independent contractor and shall not act as an agent for the University, nor shall Contractor be deemed to be an employee of the University for any purposes whatsoever. The Contractor shall not enter into any agreements or incur any obligations on the University's behalf or commit the University in any manner.

10. USE OF NAME (if applicable)

Contractor shall not use directly or by implication the name of the University of Missouri or the name of any member of the University's staff working on this project or any

information or data relating to the project for any product promotion or commercial publicity or advertising purposes, or in any way the aims, policies, programs, products, or opinions of the University without the prior written approval of the University.

11. INFORMATION TECHNOLOGY AND WEBSITE DESIGN

a. Any Agreement for Service that involves development, creation, or modification of new and existing University of Missouri websites; software; data capture or retrieval; application hosting; or assistance with unique projects must comply with University Division of Information Technology requirements prior to any work being performed by Contractor.

i. Security Requirements

All information technology (IT) web sites, web applications and systems used by the University must be developed, implemented and maintained in a secure manner in accordance with either established University policy or, in the absence of a specific University policy, in accordance with industry-standard best practices (e.g. OWASP).

Quality Assurance testing must be conducted and must include, as applicable, authentication, authorization, and accounting functions, as well as any other activity designed to validate the functionality, integrity, availability and security of the solution.

In addition, the University requires compliance with the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Payment Card Industry (PCI) specifications, and all other applicable state, local and federal laws and regulations.

Contractor agrees to restrict access to University data to only those employees who have a business reason to access the information. Contractor further agrees, if requested by the University, to require each employee who will have access to University data to sign a confidentiality agreement in a form satisfactory to the University and to provide a copy of all such agreements to the University.

If applicable, Contractor agrees to allow the University to conduct a security audit of any software or web application used to provide the service described within this contract solely for the purpose of identifying vulnerabilities that could compromise the security of the University's data or other IT assets and further agrees to remediate any identified vulnerabilities at its own cost.

Contractor certifies that it has read and will comply with the following University policies:

- Information security standards: <https://www.umssystem.edu/ums/is/infosec/>
- Policy on application security: http://bppm.missouri.edu/chapter13/13_120.html
- Guidelines for application development: <https://www.umssystem.edu/ums/is/infosec/sections-sysapp>
- Definitions and requirements of data classification: <https://www.umssystem.edu/ums/is/infosec/classification-definitions>

ii. Accessibility Requirements

Contractor warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. The University will request that the Contractor resolve any complaint regarding accessibility of its products or services at no cost to the University. Any implementation of such a resolution request will be governed by the existing agreement between the University and the Contractor.

Contractor certifies that it has read and will comply with the following policies:

- University of Missouri Accessibility Policy: http://bppm.missouri.edu/chapter1/1_025.html
 - Section 508 standards: <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards>
 - WCAG 2.0 levels A and AA: <https://www.w3.org/WAI/intro/wcag>
- b. Any Agreement for Service that involves development, creation, or modification of new and existing University of Missouri websites must comply with the identity and branding requirements and user experience/consistency set forth by Mizzou Creative prior to any work being performed by Contractor. Contractor is encouraged to discuss these requirements with Mizzou Creative before the final SOW is agreed upon to determine how these standards will apply to the client organization. Standards on identity and branding and user experience/consistency may be found at: <http://identity.missouri.edu>.

12. INFORMATION TECHNOLOGY SOLUTIONS REQUIREMENTS QUESTIONNAIRE (ITSRQ)
(if applicable)

The ITSRQ is intended to establish standards and guidelines that align with University requirements in three main areas: Security, Accessibility and Enterprise Architecture. In order to verify that the deliverables adhere to these requirements, Contractor agrees to complete the University's ITSRQ and return it to the University for review/approval

before the product/service goes into production. If the work being performed is for an existing product/service, the ITSRQ must be completed no later than 60 days after receiving the ITSRQ from the University.

- a. Final deliverables covered in this statement of work will require approval from the following University of Missouri departments or units:

<input type="checkbox"/>	Mizzou Creative	<input type="checkbox"/>	Enterprise Architecture	<input type="checkbox"/>	Information Security
<input type="checkbox"/>	Adaptive Computing	<input type="checkbox"/>	Treasurer's Office (PCI)		

- b. Approvals in each unit are subject to the following criteria. A configured ITSRQ form can be provided to the Contractor at the start of development so that the Contractor can tailor the solution to address ITSRQ concerns.

Department	Criteria	Approval Timeline
Mizzou Creative	Compliance with the identity policy per the above web link. Questions should be addressed with Mizzou Creative anytime during development.	Mizzou Creative will review a site after full development, but PRIOR to launch.
Adaptive Computing	Contractors are required to adhere to Section 508 accessibility standards until Dec 31, 2016. Starting on January 1, 2017 University of Missouri is transitioning to the Web Content Accessibility Guidelines (WCAG) 2.0, which contractors will be required to adhere to and issues shall be fixed by Contractor at no cost to the University.	Contractor shall design and develop to the stated standards and guidelines. University of Missouri will conduct one automated scan, a sample, to verify accessibility. When Contractor is near product completion they must provide a URL and contact us when ready for scan. University will have two (2) weeks to complete a scan and provide results.
Information Security	Completion of the Information Technology Security Questionnaire (ITSQ) and Authentication tab, if applicable, included as part of the ITSRQ.	Approval is based on an acceptable ITSQ and authentication method, if applicable. An internal assessment or approved third-party scan may be required.
Enterprise Architecture	Completion of the ITSRQ tabs related to integration of the solution to University systems and (if applicable) vendor hosting.	Approval is based on an approved ITSRQ that is completed by the contractor prior to final payment.

Treasurer's Office	Required if PCI is in scope. Includes, but not limited to, Attestation of Compliance, Level 1 Service Provider, signed PCI Security Addendum, Self-Assessment Questionnaire and Security Review.	Approval checkpoints are pre-implementation and post-implementation.

13. INTELLECTUAL PROPERTY (if applicable)

- a. The Contractor (“Contractor”) agrees to sell, assign and transfer and does hereby sell, assign and transfer unto The Curators of the University of Missouri (“University”), the entire right, title and interest within the United States, its territories and possessions, and all foreign countries, in and to any and all Intellectual Property^[1] developed, created, and/or invented under or pursuant to this Contractor Agreement including: all moral rights associated with the Intellectual Property and, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Contractor has in the Intellectual Property, Contractor hereby waives those rights as to University, its successors, licensees or assigns; all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property; all causes of action, either in law or in equity, for past, present, or future infringement of any rights related to the Intellectual Property; and all rights corresponding to any of the foregoing, throughout the world.
- b. Contractor agrees to assist University, in every legally proper way to secure to University all rights in the Intellectual Property in any and all countries including, but not limited to, the execution of all applications, specifications, oaths, assignments, and all other documents and/or instruments which University shall deem necessary in order to apply for and obtain such rights and in order to assign and convey such rights to University, its successors, or assigns. If University is unable, for any reason, to secure Contractor’s signature to apply for and pursue any application covering the Intellectual Property, then Contractor hereby irrevocably designates and appoints University and its duly authorized officers and agents as Contractor’s agent and attorney-in-fact to act for and in Contractor’s behalf to execute and file any such applications and to do all other lawfully permitted acts to further the filing, prosecution, and issuance of patents and

^[1] “Intellectual Property” means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information related to the work being performed under this Contractor Agreement and further including all ideas, inventions, original works of authorship, including, but not limited to, mask works, copyrights, technical data, trade secrets, know how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods, and business information related to the work being performed under this Contractor Agreement whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

copyright registrations for the Intellectual Property with the same legal force and effect as if it were executed by Contractor.

- c. Whenever any invention or discovery is made or conceived by Contractor in the course of or in connection with this Contractor Agreement, Contractor shall furnish University with complete information with respect thereto, and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Contractor will, at the University's expense, execute all documents and do all things necessary or proper with respect to such patent applications. In the event the consulting is performed in conjunction with a Federal research grant or contract, the Contractor's rights will be determined in accordance with 37 CFR 401.

14. LIABILITY AND INSURANCE

- a. Liability - The Contractor agrees to defend, indemnify, and hold harmless the University, its officers, agents and employees from and against all losses and expenses (including costs and attorney's fees) resulting from any injury (including death) to any person, or damages to property of others arising out of the acts or omissions of the Contractor, its employees or agents in performance of the work under this Agreement.
- b. Insurance – During the term of this Agreement, Contractor agrees to carry, at its own expense, the minimum limits set forth on Exhibit B. The University shall be named as an additional insured for insurance listed as item 1 on Exhibit B. Insurance must be written by insurance companies which are acceptable to and approved by the University, e.g., all coverage should be placed with Insurance Carriers that are licensed to do business in the State of Missouri as an admitted Carrier and have an A.M. Best rating of at least A-, VIII. Certificates of insurance evidencing all insurance coverage shall be provided to the University prior to the commencement of Services by Service Provider. Such policies shall contain a provision that the insurance shall not be canceled without two (2) days prior written notice to University.

15. DEBARMENT AND SUSPENSION

The Contractor to the best of his/her knowledge and belief that he/she and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

16. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by the laws of the State of Missouri.

17. ENTIRE AGREEMENT; AMENDMENT

This writing and the exhibits attached hereto contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties on the same subject matter. No oral statement or representation shall change

or otherwise affect any provisions herein. No alteration or modification of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each Party effective as of the date first above written.

SIGNATURES:

**On Behalf of the
Curators of the University of Missouri**

Contractor Name

BY: _____

BY: _____

Printed Name:

Printed Name:

Title:

Title:

DATE: _____

DATE: _____

Exhibit A

Scope of Work (sample)

Instructions: Provide a detailed statement of work for which the Contractor shall be responsible. Provide all costs proposed to be covered by the University. Additional documentation may be attached.

Information to be considered as part of Scope of Services shall include any or all of the following:

- **Business Requirements** – Describe the extent of the services to be performed, and the overall objectives of the agreement. Enumerate the specific duties to be performed and the expected outcomes. Include a detailed listing of responsibilities.
- **Technical Requirements**– Identify any technical requirements necessary to achieve or facilitate the successful completion of the services being performed. (May not be applicable for all services.)
- **Milestones or Deliverables** – Provide a schedule for when specific tasks must be completed or when the University should expect the deliverables as listed. Identify what happens if not met. Identify if status updates are required, and frequency.
- **Ongoing Support and Maintenance** – Include a list of vendor responsibilities after the conclusion or development of project. (May not be applicable for all services.)
- **Place of Performance**: Identify where the services will be performed. If performance will occur at multiple University locations, indicate which tasks must be completed where. If service will be at the vendor's facility, only state that requirement.
- **Payment**– Include the total cost of the services being performed, including how cost is determined, and the expected payment schedule. Total cost should not be paid upfront and a payment schedule should be developed to reflect milestones or deliverables.

Exhibit B

Insurance Requirements

The University requires outside parties who will be performing work or providing services to the University, or those using University facilities to provide evidence of certain types of insurance coverage at specified minimum limits. In most instances, outside parties are required to name the University as an additional insured and to provide a certificate of insurance (COI) before commencing work or before using a University facility.

Insurance Requirements for Outside Parties

In general, all outside parties providing work, or services, or using University facilities are required to carry the following types and amounts of insurance coverage.

Commercial General Liability (GL)

The University requires all contractors to carry comprehensive general liability insurance (GL). The following table indicates the minimum insurance limit requirements for different types of vendors.

Level of Required General Liability Limits

Low Risk	Medium Risk	High Risk
\$1 million per occurrence/\$3 million aggregate	\$2 million per occurrence/ \$5 million aggregate	\$5 million per occurrence/ \$10 million aggregate
Consultant (General Management, Software)	Repair/Maintenance/Onsite Installation Work	Hazardous Waste Transporter/Handler
Actor/Artist/Musician	Professional Health Care Provider (MD, RN, therapists)	Charter Bus Company
Caterer/Food Service Provider (single event)	Inflatable Attraction & Amusement Rental (carnival attraction, mechanical bull)	Airplane Charter
Photographer/Videographer	Outdoor Concerts	Industrial Food Service Vendor
Independent Consultant/Coach	Limo/Car with Driver Tournaments, Practices, Competitions, Athletic Demonstrations	Asbestos Abatement
Floor Refinisher	Electrician	Elevator Work
Cleaner	Architect, Exterior Contractor (facades, sidewalks, concrete work), Exterminator	Roofing & Scaffolding Work

Workers' Compensation

Contractors and suppliers with employees must carry the state statutory minimum workers' compensation coverage limits and \$500,000 for Employer's Liability. This coverage applies when required by state law.

Automobile Liability

If the outside party uses vehicle that is integral to the work performed for or services provided to the University, outside parties working for the University must carry:

- Bodily injury and property damage;
- \$1,000,000 combined single limit per occurrence; and
- Includes owned, non-owned and hired (or any) vehicle coverage.

Professional Liability

When a supplier has a professional designation or license and/or is providing professional services, the University requires:

- \$1,000,000 per occurrence for low risk activities

This coverage is required in addition to general liability (GL) coverage.

Certificate of Insurance Requirements

A certificate of insurance (COI) is a document that shows proof of insurance coverage. Contractors, suppliers, or other outside parties who will be performing work for or services to the University, or using University facilities are required to provide evidence of the insurance required by the University by submitting a certificate of insurance to UM Supply Chain.

The certificate of insurance must:

- Name the Curators of the University of Missouri, including its officers, agents, and employees as an additional insured under the outside party's general liability policy, and state that the policy is primary to any other valid or collectable insurance in force.
- Demonstrate that insurance policies are underwritten by a carrier rated at least "A-, VIII" by Best Rating Agency.
- Contain a provision that a two (2) day prior written notice of cancellation shall be sent to the University.

**ATTACHMENT C
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas. (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only. (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

