

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
WEB CONTENT MANAGEMENT SYSTEM
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
UNIVERSITY OF MISSOURI HEALTH CARE
RFP # 30880

OPENING DATE: **December 16, 2011**

TIME: 3:00 PM CST

Prepared by:

Cathryn Taggart, Contract Services Manager
Department of Contract Services
University of Missouri Health Care
Columbia, MO 65212

Date notice mailed: November 18, 2011

SPECIAL INSTRUCTIONS FOR ELECTRONIC DOCUMENT REQUESTS

You may request a Word version of this document by contacting DayAG@health.missouri.edu. However, if you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration and our specifications and general conditions will be the prevailing document.

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NOTICE TO RESPONDENTS

The University of Missouri Health Care requests sealed proposals for Furnishing and Delivery of

A WEB CONTENT MANAGEMENT SYSTEM

RFP # 30880 which will be received by the undersigned at the Office of the Manager of Contract Services, University of Missouri Health Care until 3:00 p.m., **CST, on December 16, 2011**. Proposals will be opened and identified starting at 3:05 p.m., **CST**.

Specifications and the conditions of proposal together with the printed form on which proposals must be made may be obtained by accessing the following website: <http://muhealth.org/vendor> or from the Manager of Contract Services, University of Missouri Health Care, Contract Services Department, 2401 Lemone Industrial Blvd., Rm. 168, Columbia, MO 65201.

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

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Cathryn Taggart, Manager of Contract Services
Department of Contract Services
University of Missouri Health Care
Columbia, Missouri 65212

Date notice mailed: **November 18, 2011**

**UNIVERSITY OF MISSOURI HOSPITALS AND CLINICS
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, are 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 certified 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 does not qualify as meaningful participation. The University may consider certifications from agencies not located in Missouri for M/WBEs not located in Missouri with the approval of the UM Director of Minority and Women Business Development.

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, and 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 certified 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 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 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 in a written format which may be sent via mail, fax (573-884-4745) or e-mail Amanda Day at (dayag@health.missouri.edu). 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 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 the format and number of copies as specified in the detailed specifications and must be enclosed in a sealed envelope plainly marked: "Proposal for a Web Content Management System", **hand deliver or send by overnight delivery** to University of Missouri Health Care, Contract Services Department, Rm. QD168, 2401 Lemone Industrial Blvd., Columbia, MO 65201 or mail to University of Missouri Health Care, Contract Services Department, DC068.20, One Hospital Drive, Columbia, Missouri 65212, ATTN: Cathryn Taggart. 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.

2. **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 supercedes 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, electronic 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.

3. **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 respondent's 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 Hospital Contract Services.

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 Procurement Services 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.

4. **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.

5. **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.

6. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving thirty (30) days written notice to the Contractor.
7. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, goods, 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, goods, and/or services.

No equipment, supplies, goods, 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, goods, and/or services. All equipment, supplies, goods, 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, goods, 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.

8. **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.
9. **Delivery:** Delivery shall be made FOB University of Missouri health Care, Columbia, MO with all transportation and handling charges fully paid, and shall be delivered with the time frame set forth herein by the respondent.
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. Safety, Performance and Maintenance Requirements for Patient Care Devices:

Applicability: These requirements shall apply to all patient care devices and other powered equipment used in the vicinity of patients. Unless specifically excluded in other sections of this Proposal (RFP), all requirements stated below are to be considered applicable to all items requested in this RFP.

Codes and Regulations: All devices intended for patient care should be manufactured in accordance with the Good Manufacturing Process for Medical Devices as specified in the Code of Federal Regulations CFR.21. The device should meet or exceed all applicable Federal, State and Local codes, regulations, and standards.

Acceptance Testing and Warranty Periods: The Warranty period shall begin upon successful completion of acceptance tests, post device installation. The name, address and phone number of the device manufacturer's service agent who will perform warranty service must be supplied as part of the proposal response or order.

Labeling: All markings, labelings, documentation, audio and video training aids will be in English. Color codes, symbols, layout, etc. should be consistent with customs and practices commonly used in the United States of America or as specified in the Good Manufacturing Practices (GMP).

Training Aids for Users of this Device: One written Operators Manual is to be supplied for each device requested. One additional copy of the Operators Manual is requested for Clinical Engineering Technicians. The contents of these manuals should identify the intended audience/user of that device. The Operators Manual should instruct the user in the operation of the device within the scope of its intended uses.

Training Aids for Service Technicians: One set of complete Service Manuals, including parts list and schematics for all assemblies and subassemblies, is required to be supplied at the time of the device installation at UMHC. The contents should be equal to those supplied to the manufacturer's own service staff and be sufficient to allow UMHC Clinical Engineering Technicians to enact repairs and perform periodic performance assessment and replacement of any component of the system. Special tool or test equipment (other than ordinary equipment found in a Clinical Engineering Department) must be identified within your proposal response.

Media Formats: If not specified elsewhere, additional training aids may include VHS or S-VHS format Video Tapes, Stereo Cassette Audio Tapes, Computer Assisted Training Software on CD-ROM or DVD in Windows 95/98 compatible formats or On-Line WEB.

Electrical Power Requirements: UMHC is wired to normally supply 120 VAC at 60Hz, single phased, with 20 Amp circuits. Circuits requiring 208/480 VAC three phase are available but may require additional wiring to be installed in some locations. For other power requirements, it is the responsibility of the purchase order recipient to configure their equipment to conform with, or to supply necessary components to interface with, UMHC capabilities (unless negotiated elsewhere in the agreement). Devices should be

designed to be operational and not be damaged under conditions of transfer from normal electrical feed to emergency backup power.

Power Cords: All Power cords shall be three conductor Hot/Neutral/Ground with the ground conductor dedicated as a redundant safety conductor. Conductors should be gauged appropriately to the rated load of the device as specified in NFPA 99 (1993).

Replacement Parts: All parts identified in the Service Manuals and Parts List will be made available for sale to UMHC as required for the repair of these devices by UMHC technicians. The fees charged shall be ordinary and comparable to similar markets. These parts should be available for at least a period of five years post acceptance of the device or post discontinuance of manufacturing of the device whichever is the later date. The device supplier should maintain sufficient stocks of repair parts, and the ability to expedite overnight delivery on request. The name, address, and phone number of the device manufacturer's service and parts department must be included in the proposal response or order.

Safety Approval for Computers: All system units and monitors must be UL listed or approved by an equivalent testing laboratory. UL listing implies, and the University requires, that the monitor and system unit bear the UL logo on the outside of the system unit and monitor. Alternatively, system units and monitors must bear the symbol or trademark of the equivalent testing laboratory. A testing laboratory will be equivalent if it is a registered Nationally Recognized Testing Laboratory (NRTL), which has been certified for the examination and inspection of computers, data processing equipment and CRT displays. Respondents using UL Approval will be required to provide their equipment's UL File Number for verification. Respondents using an approval laboratory other than UL will be required to provide supporting documentation on their system's approval.

**UNIVERSITY OF MISSOURI HEALTH CARE
DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS
WEB CONTENT MANAGEMENT SERVICES, RFP 30880**

I. SCOPE OF CONTRACT

University of Missouri Health Care is seeking proposals from qualified vendors with Web Content Management Systems. The purpose would be to find a system that may be licensed and used by the University Health System to post, delete and update public information. It is very important that the selection of a system be based upon the system's ability to be maintained easily so that the process can be used by a variety of end-users with limited IT technical skills.

II. WARRANTY PERIOD

The respondent shall provide a complete description of any and all warranties, including the period, offered as part of the proposal.

III. FINANCIAL DISCLOSURE

All respondents must provide a complete disclosure of any and all financial relationships between Respondent and UMHC faculty and staff.

IV. PAYMENT:

- A. Payment in full will be made within thirty (30) days after receiving invoices for goods/services rendered as meeting all performance specifications.
- B. Application for payment shall be made upon properly certified vendor's invoice rendered in duplicate. These invoices should be sent to the UMHC Accounts Payable Department, One Hospital Drive, Columbia, MO 65212.

V. MISSOURI CONTRACT:

This agreement shall be deemed to have been made in Missouri and the rights or liabilities of the parties determined in accordance with the laws of the State of Missouri.

VI. PERIOD OF CONTRACT:

The contract shall be in effect from the date of first productive use through one full year. Thereafter, the University desires to have the option to renew for (4) additional annual terms.

The University of Missouri Health Care shall not interpret the maximum percent change for the renewal periods to be in effect automatically at period of renewal. The successful respondent is required to submit in writing to the University of Missouri Health Care, Contracts Administration Department, One Hospital Drive, Columbia, Missouri, 65212, ninety (90) days prior to the anniversary date of the contract the proposed price adjustment including justification for the proposed change for the next annual term of contract. If the University accepts the proposed price adjustment, an addendum to the contract will be prepared which will extend the contract and reflect the new unit prices. If the successful respondent does not submit this change to the Contract Services Department in the time and manner as above stated, the agreement may, at the option of the University, be renewed at the same unit prices from the previous annual contract period.

NON-FUNDING CLAUSE:

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 Section 172.250 RS MO. 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 thirty (30) days notice.

VII. 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) desirable specifications.

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.

Multiple copies of Proposals must be submitted in the number and manner as specified below:

Volume I – Functional Technical Section is to be submitted with five (5) total copies, one original and four (4) copies, and must contain:

- Response to Information for Respondents and General Conditions, Mandatory Specifications and vendor responses, and Desirable Specifications and vendor responses. If there is any vendor related contract that must be signed as part of doing business, it should also be included in this section. **This section includes all response information, except pricing information.**

Volume II - Financial Response Section must be submitted in a separately sealed envelope in duplicate (one original and one copy) and contain:

- Proposal Form with any supplemental pricing schedules, if applicable, and Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical. This section should also include the MBE/WBE commitment response section and any financial statements that may be required.

Vendor must complete and return the University Proposal Form with proposal response. Vendor quote sheets are not acceptable forms of bidding and could cause rejection of proposal.

VIII. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL:

Proposals will be awarded based upon the best pricing and functional/technical evaluation.

Respondents must meet the mandatory requirements. If requirements are not met, the vendors are disqualified from further evaluation/award. After mandatory evaluation of each vendor responding, remaining respondents will be graded on ability to meet desirable specifications, which includes qualitatively, how specifications are met. A team of UMHC individuals will evaluate and assign points to vendor's responses to desirables. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, 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.

Criteria for Award of Proposal

Price – 50%

Functional/Technical Desirable Specification Compliance – 45%

MBE/WBE – 5%

IX. HIPAA REQUIREMENTS

a. Definitions.

Covered Entity. “Covered Entity” shall mean The Curators of the University of Missouri (hereafter “University”).

Agreement. “Agreement” means the agreement that the person or entity signing this document is entering into with Covered Entity, and by which that person or entity is providing services to Covered Entity.

ARRA. “ARRA” refers to the American Recovery and Reinvestment Act of 2009.

Business Associate. “Business Associate” shall mean shall mean the person or entity entering into this Business Associate Agreement with Covered Entity.

HITECH. “HITECH” refers to the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the ARRA.

Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

Protected Health Information. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; provision of health care to an individual; or past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including, but not limited to 45 CFR § 164.501.

Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.

Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

Security Rule. “Security Rule” shall mean the Security Standards and Regulations at 45 CFR Parts 160, 162 and 164 subpart C.

b. **Obligations and Activities of Business Associate**

Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

(i) Business Associate agrees to limit its use, disclosure and requests for PHI to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request.

(iii) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement. In particular, Business Associate shall comply with 45 C.F.R. §§164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements) of the HIPAA Security Rule.

(iv) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

(v) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement, including any breach of the security of the Protected Health Information. With the exception of law enforcement delays pursuant to 45 C.F.R. Section 164.412, Business Associate shall notify covered Entity in writing without unreasonable delay and in no case later than thirty (30) calendar days after discovery of a Breach of Unsecured PHI. A Breach is the unauthorized acquisition, access, use or disclosure of protected health information which compromises the security and privacy such that the use of the information poses significant risk of financial, reputational or other harm to individuals. Unsecured PHI is PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS. Such notice must include the following information, to the extent possible:

- a. The name of each individual whose PHI has been or is believed to have been disclosed, accessed or acquired;
- b. A description of the types of PHI that were involved;
- c. The details of the breach and how it occurred;
- d. The steps being taken by Business Associate to mitigate such breach.

(vi) Business Associate shall not directly or indirectly receive remuneration in exchange for disclosing PHI except as permitted by HITECH Section 13405.

(vii) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. To the extent that Business Associate uses one or more subcontractors or agents and such subcontractors or agents receive or are to have access to University's PHI, each such subcontractor or agent shall sign an agreement containing substantially the same provisions as this Business Associate Agreement.

(viii) Business Associate understands and recognizes that the provisions and penalties of the HIPAA Security Regulations as set forth in 45 C.F.R. Part 164 apply to Business Associate just as those regulations apply to Covered Entity.

(ix) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

(x) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

(xi) Business Associate agrees to honor an individual's request to restrict disclosure of PHI to a health plan for purposes of payment or health care operations if the information pertains solely to a health care item or service that the individual has paid for in full out-of-pocket.

(xii) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(xiii) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(xiv) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with the above Paragraph (x) of this Agreement, to permit

Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(xv) Business Associate agrees it will provide appropriate training regarding the requirements of this business associate agreement to any employee of Business Associate who will have access to or make use of the University's PHI. Business Associate agrees that the University shall have the right to immediately terminate the access to PHI of any employee or agent of the Business Associate, including subcontractors, where the University identifies an actual or threatened breach of security, intrusion, or unauthorized use or disclosure of PHI or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.

(xvi) From time to time upon reasonable notice, upon a reasonable determination by University that Business Associate has breached a provision of this Business Associate Agreement, University may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Business Associate Agreement. Business Associate shall promptly remedy any violation of any term of this Business Associate Agreement and shall certify the same to University in writing. The fact that University inspects, or fails to inspect, or has the right to inspect Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibilities to comply with this Business Associate Agreement, nor does University's (i) failure to detect or (ii) detection, constitute acceptance of such practice or waiver of University's enforcement rights under this Business Associate Agreement.

(xvii) Business Associate recognizes and agrees that the HIPAA Privacy Rule changes set forth in the ARRA are incorporated herein by reference.

c. **Permitted Uses and Disclosures by Business Associate**

(i) Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, the University for the purpose of providing services under the Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity.

(ii) Except as otherwise limited in this Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that such disclosures are required by law.

(iii) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

(iv) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

d. **Term and Termination**

(i) The Term of this Business Associate Agreement shall be effective as of as of the effective date of the Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(ii) A breach by Business Associate of any provision of this Business Associate Agreement as determined by the University, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by University.

(iii) If University knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the provisions of this Business Associate Agreement, and does not terminate the Agreement pursuant to paragraph d(ii) above, then University shall take reasonable steps to cure the breach or end such violation, as applicable. If University's efforts to cure the Business Associate's breach or end such violation are unsuccessful, University shall either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, University shall report the Business Associate's breach or violation to the Secretary.

(iv) University may immediately terminate this Business Associate Agreement and Business Associate's access to PHI if Business Associate is named as a criminal defendant in a criminal proceeding arising from a violation of 42 U.S.C. § 1320d-6 or a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative proceedings in which the Business Associate has been joined.

e. **Effect of Termination.**

(i) Except as provided in paragraph (ii) of this section, upon termination of the Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

(iii) Upon termination of the Agreement, Business Associate shall certify to the University that it has destroyed all PHI received from the University in accordance with this provision or, if Business Associate and University determine that such destruction is not feasible, Business Associate shall provide to the University a complete written description of all PHI that Business Associate has determined that it is not feasible to destroy.

f. Miscellaneous

(i) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Rule means the section as in effect or as amended, and for which compliance is required.

(ii) Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(iii) Survival. The respective rights and obligations of Business Associate under Section e of this Business Associate Agreement shall survive the termination of the Agreement.

(iv) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the all applicable state and federal laws and regulations.

X. VENDOR VETTING AND VENDOR REPRESENTATIVE CHECK-IN REQUIREMENTS

UMHC uses a vendor registration company, “Reptrax” to track required vendor and vendors’ representative credentials. Vendors must complete an on-line registration and receive notification of an “approved” vendor status before visiting any department or location outside of the check-in area. It is the vendor’s responsibility to make sure that the registration is completed and current with Reptrax at all times.

All vendor representatives calling on site must be registered and approved through Reptrax on-line, check in software. Unless a contractor I.D. badge has been issued by UMHC and vetting performed by Human Resources, check-in is required each time a representative is on site. Kiosks are located at various UMHC sites near the general entrances for this purpose.

XI. Detailed Specifications

Mandatory

Respondents to the RFP provide full compliance statements to each of the specifications. CMS – Means Content Management System of which respondent is proposing.

1. General Requirements

- a) It is mandatory that the respondent provide a list of present web content management system (CMS) clients. Confirm compliance:

2. Content Creation Requirements

- a) It is mandatory that the CMS provide the ability for nontechnical users (those with no knowledge of programming languages) to develop and maintain their own pages using an authoring tool similar in function to Microsoft Word; including the capability to:
 - 1) Perform spell check.
 - 2) Format text.
 - 3) Create and manage tables.
 - 4) Create bulleted/numbered lists.
 - 5) Insert images and special characters.
 - 6) Cut and paste content from externally created text sources.
 - 7) Browser page preview before publishing.Confirm compliance:
- b) It is mandatory that the CMS provide the ability to add or remove pages from the website, as well as schedule the publishing and expiration of content on the live site. Confirm compliance:
- c) It is mandatory that the CMS include predefined templates to support the display of the content, as well as tools that allow the site designer to create and establish custom templates across multiple page types. Confirm compliance:

- d) It is mandatory that the CMS provide the ability to create “headers” and “footers” that are reusable page to page. Confirm compliance:
- e) It is mandatory that the respondent list document or file types the CMS supports (i.e., JPEG, GIF, Word, Excel, PDF, HTML, etc.). Confirm compliance:
- f) It is mandatory that the product enable the use of Cascading Style Sheets (CSS). Confirm compliance:
- g) It is mandatory that the CMS have the ability to store and link to external files not stored as static content such as Word, Excel and PDF files. Confirm compliance:
- h) It is mandatory that the CMS has a video delivery system integrated for posting/embedding videos within web pages. Confirm compliance:
- i) It is mandatory that the CMS be capable of integrating 3rd party medical content such as Krames/Staywell. Confirm compliance:

3. **Pre-programmed Module Requirements**

- a) It is mandatory that the CMS have the following pre-programmed modules or solutions for:
 - 1) Physician Directory
 - 2) Clinic Directory
 - 3) Calendar
 - 4) Forms
 - 5) Confirm compliance:

4. **Search Engine Optimization Requirements**

- a) It is mandatory that the CMS provide “search engine friendly URLs” to enable indexing of web pages. Confirm compliance:
- b) It is mandatory that the CMS provide administrators the ability to control meta descriptions for pages. Confirm compliance:
- c) It is mandatory that the CMS provide page heading tags (<h1> - <h6>) to structure pages for visitors and to provide markers for search engines. Confirm compliance:
- d) It is mandatory that the CMS provide the ability to use key phrase-friendly file names and ALT tags to describe images. Confirm compliance:
- e) It is mandatory that the CMS provide administrators the ability to create keyword-rich <title> tags and adjust as needed. Confirm compliance:

- f) It is mandatory that the CMS provide for unique content tagging/categorizing. Confirm compliance:
- 5. Workflow and Content Management Requirements**
- a) It is mandatory that the CMS include the ability to define structured workflows. Confirm compliance:
 - b) It is mandatory that the CMS provide the ability to control management of content based on defined roles, e.g. author, approver, editor, publisher. Confirm compliance:
- 6. Site Management and Administration Requirements**
- a) It is mandatory that the CMS have a central administration tool that provides for multiple administrators and that allow for creation and management of content, notifications, rules and communities. Confirm compliance:
 - b) It is mandatory that the CMS provide tools for a web-based administration. Confirm compliance:
 - c) It is mandatory that the CMS have content version control capabilities. Confirm compliance:
- 7. Navigation Requirements**
- a) It is mandatory that the CMS provide the ability to manage multiple levels of navigation, as well as add the same navigation to multiple pages. Confirm compliance:
 - b) It is mandatory that the CMS automatically generate conventional architectural “bread crumb” links to indicate user’s location on the site. Confirm compliance:
 - c) It is mandatory that the CMS automatically generate general site map and site index. Confirm compliance:
 - d) It is mandatory that the CMS have a built-in search tool similar to or including the use of a Google search appliance. Confirm compliance:
 - e) It is mandatory that the CMS provide the ability to create and manage channels of information allowing for cross-promotion of content within the site and related to the page content (e.g.: pull in news related articles, events, videos, etc.). Confirm compliance:
- 8. Mobile Web Requirements**
- a) It is mandatory that the respondent provide a mobile version of the website that works with existing CMS databases. Confirm compliance:
- 9. Micro Site Requirements**

- a) It is mandatory that the CMS provide the ability to build customized micro sites within the CMS for the purposes of a special campaign or service line. Confirm compliance:

10. Support and Maintenance Requirements

- a) It is mandatory that the respondent provide 24-hour maintenance and support. Confirm compliance:
- b) It is mandatory that the respondent state, based on their past history, the annual number of software patches/revisions/updates/upgrades they have. Confirm compliance:

11. Analytics Requirements

- a) It is mandatory that the CMS include an analytic tool. Confirm compliance:

12. Hosting Requirements

- a) It is mandatory that the respondent have hosting services available. Confirm compliance:

13. Technical Requirements

- a) It is mandatory that the CMS be supported on multiple Internet browsers including all versions of Internet Explorer 6 or greater. Confirm compliance:
- b) It is mandatory that the CMS support MS SQL Server version 2005 or higher and Oracle databases versions 10g or higher. Confirm compliance:
- c) It is mandatory that the CMS support MS IIS server version 6 or higher. Confirm compliance:
- d) It is mandatory that the CMS support Active Directory. Confirm compliance:
- e) It is mandatory that the respondent provide a detailed overview of product's technical architecture, including all relevant product components and detail and internal integration points. Describe compliance:
- f) It is mandatory that the respondent describe the product's approach to caching – content, user data, other persisted data, etc. Confirm compliance:
- g) It is mandatory that the respondent list the technologies used on the client-side. Confirm compliance:
- h) It is mandatory that the respondent indicate the use of any proprietary technologies on the client-side. Confirm compliance:
- i) It is mandatory that the CMS supports connection via REST, JSON web services including the ability to connect to a previous developed web service (see Appendix A for specifications). Confirm compliance:

- j) It is mandatory to provide a list of tools that can be used for custom programming such as Dreamweaver and Visual Studio. Confirm compliance:
- k) It is mandatory that the CMS be able to integrate with custom built applications and external APIs such as Google Maps. Confirm compliance:
- l) It is mandatory that the proposed solution support .NET development. Confirm compliance:
- m) It is mandatory that the respondent warranty and/or supply all software patches/revisions/updates/upgrades for a minimum of two years after implementation and acceptance. Acceptance is defined as UMHC's agreement that the application is functioning acceptably in UMHC's production environment, and that UMHC is transitioning to respondent's production support. Acceptance will be agreed upon within 60 days of UMHC's go live and will be mutually determined based on known issues at the end of the acceptance period. Confirm compliance:

14. Security Requirements

- a) It is mandatory that the respondent describe the product's security framework. Confirm compliance:
- b) It is mandatory that the CMS support information security and privacy standards mandated by HIPAA and other applicable laws and regulations. Confirm compliance:
- c) It is mandatory that the respondent list at what levels the CMS provides for security. Confirm compliance:
- d) It is mandatory that the system use 128-bit encryption or better when encryption is utilized. Please list acceptable SSL providers, such as Thawte, and type of SSL required. Confirm compliance:
- e) It is mandatory that the system encrypt sensitive data such as user profiles. Confirm compliance:
- f) It is mandatory that the system support appropriate multiple firewalls between system components that offer segregation of data access (presentation-level), query processing (application-level), and the data archive (database-level) functional tiers. Confirm compliance:
- g) It is mandatory that the system log unsuccessful login attempts as well as regular user/administrator activity. Confirm compliance:
- h) It is mandatory that the CMS support user digital certificates. Confirm compliance:
- i) It is mandatory that the product support SSL for encrypting communication traffic between client and server. Confirm compliance:

- j) It is mandatory that the CMS provide a default method of user authentication. In addition to active directory, CMS should allow the user to login and change their own password. Confirm compliance:
 - k) It is mandatory that the CMS integrate to authenticated LDAP compliant directory services stores. Confirm compliance:
 - l) It is mandatory that system user access be logged and user activities in the system can be logged and tracked to individual system users. Confirm compliance:
 - m) It is mandatory that user roles define and limit access. Confirm compliance:
 - n) It is mandatory that the CMS does not require database administrator level privileges to execute. Confirm compliance:
 - o) It is mandatory that the CMS does not require system administrator level privileges to execute. Confirm compliance:
- 15. Reporting Requirements**
- a) It is mandatory that the CMS provide native logging and reporting capabilities.
Confirm compliance:
- 16. Documentation and Training Requirements**
- a) It is mandatory that documentation be provided with the CMS including system management manuals, technical documentation and user reference manuals.
Confirm compliance:
 - b) It is mandatory that product training be provided on site and at respondent's expense.
Confirm compliance:
- 17. Implementation Assistance Requirements**
- a) It is mandatory that the vendor provide implementation assistance.
Confirm compliance:
- 18. Design Services Requirements**
- a) It is mandatory that the vendor provide website design services.
Confirm compliance:

XII. Desirable Specifications

1. General Desirables

- a) It is desired that the respondent provide examples of special knowledge or understanding of the health-care industry, especially academic medical centers. Provide three (3) references of clients with contact name, address, phone number and email address.

Confirm compliance:

- b) It is desired that the respondent state what percentage of their company business involves content management systems for enterprises.

Describe compliance:

- c) It is desired that the respondent describe what partnerships they have with resellers, implementers or other application vendors. Describe compliance:

- d) It is desired that the respondent provide samples of website design work completed by your company.

Confirm compliance:

- e) It is desired that the respondent describe the vendor resources available to the client as part of implementation such as:

- 1) Information architects
- 2) Graphic designers
- 3) Copywriters
- 4) Consultants
- 5) Programmers
- 6) Other

Describe compliance:

2. Content Creation Desirables

- a) It is desired that the respondent describe or demonstrate the following tasks within the CMS:

- 1) Perform spell check.
- 2) Format text.
- 3) Create and manage tables.
- 4) Create bulleted/numbered lists.
- 5) Insert images and special characters.
- 6) Cut and paste content from externally created text sources.
- 7) Browser page preview before publishing.

Describe compliance:

- b) It is desired that the CMS have a restore page feature. Confirm compliance:
 - c) It is desired that the product be able to migrate existing and previously produced content/data. Describe compliance:
 - d) It is desired that the respondent describe how the solution can integrate third-party tools, applications or services. Describe compliance:
 - e) It is desired that the CMS provide the ability to create personalized content for the user based on a user-created account. Describe compliance:
 - f) It is desired that the system support the ability to capture preferences, activities and characteristics of clients and customers. Describe compliance:
 - g) It is desired that the respondent describe how cookies are used with the CMS. Describe compliance for the following:
 - 1) Are they required for personalization?
 - 2) Does system allow personalization with cookies?
 - 3) Does system allow personalization without cookies?
 - h) It is desired that the product support external feeds such as local weather, syndicated news, etc. Describe compliance:
 - i) It is desired the CMS support a content testing area or “sandbox” where administrators can create and share content with a defined work group prior to going live on the site. Confirm compliance:
 - j) It is desired that the respondent describe the features of the CMS video delivery system. Describe compliance:
 - k) It is desired that the CMS be able integrate and/or support various social media applications (add Facebook “like” or “share” buttons, add Twitter feed, Google +, etc.). Describe compliance:
- 3. Pre-programmed Module Desirables**
- a) It is desired that the system have the following pre-programmed modules or solutions with the included listed features or functions. Describe compliance for each:
 - 1) Physician Directory
 - a) Ability to include photos
 - b) Ability to include videos
 - c) Ability to include biographical information
 - d) Ability to search by name, specialty, location
 - e) Directory searchable by common search engines via online page automatically generated from physician module
 - 2) Clinic Directory
 - a) Ability to include photos
 - b) Ability to include videos

- c) Ability to include basic information about clinic
 - d) Ability to search by name, location, physicians practicing there
 - e) Directory searchable by common search engines via online page automatically generated from physician module
- 3) Calendar
- a) Ability to display calendar items by list
 - b) Ability to display as graphical calendar
 - c) Ability to categorize events by type, department, subject matter or location
 - d) Ability for user to specify which types of events to display
 - e) Ability for user to specify the location of events to display
 - f) Ability for user to specify a start date to display events
 - g) Ability to automatically create re-occurring events (meetings, classes)
- 4) Forms
- a) Ability to create input forms with user-defined required fields
 - b) Ability to send emails to appropriate recipients when forms are entered
 - c) Ability to automatically store data entered in forms in a database for reporting or exporting for use by other applications
 - d) Ability to link forms to content pages
 - e) Ability to copy an existing form and modify it to create a new form
- 5) News
- a) Ability to search past news, newsletters or other published articles
- 6) Blogging
- a) Ability to create and manage a blog from within the CMS
4. **Search Engine Optimization Desirables**
- a) It is desired that the respondent describe the search engine optimization (SEO) features or functions built into the CMS and how they are managed within the system. Describe compliance:
5. **Workflow and Content Management Desirables**
- a) It is desired that the respondent describe the features within the CMS for setting up workflow. Describe compliance:
 - b) It is desired that the respondent describe the features within the CMS for setting up defined user roles, e.g. author, approver, editor, publisher. Describe compliance:

- 6. Navigation Desirables**
 - a) It is desired that the respondent describe the CMS built-in search tool and how it functions within the site. Describe compliance:
 - b) It is desired that the respondent describe the management of information channels within the CMS. Describe compliance:
 - c) It is desired that the CMS provides administrators a view of the back-end architecture. Describe compliance:

- 7. Mobile Web Desirables**
 - a) It is desired that the respondent describe how the content of the mobile website can be managed and maintained through the CMS. Describe compliance:
 - b) It is desired that the respondent describe the features of the mobile website including:
 - 1) Metric tracking representing accurate mobile visitors.
 - 2) Versions for Android, IOS/Apple and Rim.
 - 3) How updates are posted and pushed out through application marketplaces.Describe compliance:

- 8. Microsite Desirables**
 - a) It is desired that the respondent describe the process for the CMS end-user to build customized microsites for the purposes of a special campaign or service line. Describe compliance:

- 9. Support and Maintenance Desirables**
 - a) It is desired that the respondent describe software maintenance and support services including:
 - 1) Who is single point of contact for support/questions/issues?
 - 2) How are service requests prioritized and coordinated?
 - 3) What is the process for escalating unresolved support issues?

- 10.** Provide a sample copy of maintenance and support agreement. Describe compliance:
 - a) It is desired that the respondent describe the system's "self documentation" features. Describe compliance:
 - b) It is desired that the respondent describe the software release process and time frames. Describe compliance:
 - c) It is desired that the respondent describe how long it takes to release product upgrades after new release of the database management system or operating system. Describe compliance:

- d) It is desired that the respondent describe any regularly held educational seminars or active user group meetings available to users of the product.
Describe compliance:

11. Analytics Desirables

- a) It is desired that the respondent describe the analytic tool included with the CMS as well as:
 - 1) Describe any deliverables included with the implementation of the CMS.
 - 2) Describe support provided for analytics and data analysis.
 - 3) Describe any additional costs for advanced analytic services.

Describe compliance:

12. Hosting Desirables

- a) It is desired that the respondent describe their hosting services:
 - 1) Does the vendor have a partnership with a data center?
 - 2) What is the guaranteed up-time? (What is the penalty?)
 - 3) What is their disaster recovery plan?
 - 4) Is there additional cost for high availability?
 - 5) Are there analytics or user dashboards available to clients?
 - 6) Is the response time included in service agreement?

Describe compliance:

- b) It is desired that the respondent describe the process for working with a client to self-host. Describe compliance:

13. Technical Desirables

- a) It is desired that the respondent list all Internet browsers on which the CMS is supported. Describe compliance:
- b) It is desired that the respondent describe the product's process of caching – content, user data, other persisted data, etc. Describe compliance:
- c) It is desired that the respondent list which technologies are used on the client side such as CSS, HTML, XML, XSLT, JavaScript, VBScript, xmlhttp, html5, AJAX, etc. Describe compliance:
- d) It is desired that the respondent list which tools can be used for custom programming such as Dreamweaver and Visual Studio. Describe compliance:
- e) It is desired that the respondent provide a detailed overview of product's technical architecture, including all relevant product components and detail and internal integration points. Describe compliance:

- f) It is desired that the respondent describe the use of any proprietary technologies on the client-side. Describe compliance:

14. Security Desirables

- a) It is desired that the respondent describe CMS security levels for:

- 1) Web server
- 2) Portal components
- 3) Applications
- 4) Databases
- 5) Objects/functions
- 6) Documents
- 7) Pages
- 8) Other

Describe compliance:

15. Reporting Desirables

- a) It is desired that the respondent describe the native logging and reporting capabilities provided in the product including which reporting functions are available.

Describe compliance:

16. Documentation and Training Desirables

- a) It is desired that the product documentation be available online and/or can be printed on demand. Describe compliance:
- b) It is desired that the respondent describe what is included with CMS training. Provide a typical training plan. Describe compliance:
- c) It is desired that respondent describe a typical training plan for software patches/revisions/updates/upgrades.

Confirm compliance:

17. Implementation Assistance Desirables

- a) It is desired that the respondent describe the typical implementation process. Provide the average length of time required to implement the CMS along with a sample project plan and assumptions.

Describe compliance:

18. Design Services Desirables

- a) It is desired that the respondent describe the website design services available to client:
 - 1) Are designs template-based or custom designed? If both are available describe each.
 - 2) Will vendor work with client's agency or designer's artwork? Explain process.

- 3) Describe the members of the design team and their roles in the process.
- 4) Describe a typical design plan including average length of time to complete and how that process works with CMS implementation.

19. Payment Option Desirables

- a) It is desired that the respondent describe payment options. Describe compliance:
- b) It is desired that the respondent describe the fee structure for:
 - 1) The content management system.
 - 2) Additional customization of the CMS, if needed.
 - 3) Web design services.
 - 4) Additional consulting, if available.

Describe compliance:

PROPOSAL FORM

(Name of firm or individual responding)

REQUEST FOR PROPOSALS
FOR
FURNISHING AND DELIVERY
OF
WEB CONTENT MANAGEMENT SYSTEM
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
UNIVERSITY OF MISSOURI HEALTH CARE
RFP #30880
OPENING DATE: **December 16, 2011**
TIME: 3:05 PM, CST

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

Option 1 – Remote Hosted System

Annual License Fee Yr 1 \$ _____

Annual License Fee Yr 2 \$ _____

Annual License Fee Yr 3 \$ _____

Annual License Fee Yr 4 \$ _____

Annual License Fee Yr 5 \$ _____

Option 2 – University Hosted

Annual License Fee Yr 1 \$ _____

Annual License Fee Yr 2 \$ _____

Annual License Fee Yr 3 \$ _____

Annual License Fee Yr 4 \$ _____

Annual License Fee Yr 5 \$ _____

Option 3 – Perpetual License Option

Purchase Price \$ _____

Annual Maintenance Yr 1 \$ _____

Annual Maintenance Yr 2 \$ _____

Annual Maintenance Yr 3 \$ _____

Annual Maintenance Yr 4 \$ _____

Annual Maintenance Yr 5 \$ _____

Installation and Implementation Costs (if applicable) \$ _____

Training Costs (if applicable) \$ _____

Design Costs (if applicable) \$ _____

Pricing under this Proposal Represents _____ **% discount from Vendor's Standard Pricing Schedule**

Delivery and Go Live post Contract Signing _____

The various options quoted to the University will be evaluated independently and the University reserves the right to evaluate and select the proper option as it best meets the University's needs.

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? <input type="checkbox"/> yes <input type="checkbox"/> no	

This signature sheet must be returned with your proposal.

VENDOR REGISTRATION INFORMATION

Completion of this section is requested, but is an optional choice of the vendor to complete.

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 and meets the size standards as prescribed in government regulations. Consult your Regional or District SBA office if further clarification is needed.

WOMAN OWNED BUSINESS: Yes No

A woman owned business is defined as an organized in which 51% of the ownership interest, stock or otherwise, is owned by a woman.

MINORITY BUSINESS: Yes No

A minority business is defined as an organization in which 51% of the ownership interest, stock or otherwise, is owned by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment of minority persons. Place a check mark by the appropriate space below.

1. African American/Native African (B)
2. Hispanic/Latino (H)
3. Asian/Pacific Islander (A)
4. American Indian (I)
5. Alaskan Native (E)
6. Other (R)
7. Does Not Apply

If you have been certified by a Government or Minority Organization, please include a copy of the certification with this form.

MISSOURI FIRM: Yes No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

Manufacturer _____(M)
Distributor/Wholesaler _____(D)
Manufacturer's Representative _____(F)
Service _____(S)
Retail _____(R)
Contractor _____(C)
Other _____(O)

SOLE PROPRIETORSHIP: _____Yes _____No

VENDOR'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri system now in effect including any subsequent revisions thereof. Vendor acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The vendor also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

Signature of Person Authorized to Sign this Vendor Registration Information Form

Title: _____

Date: _____

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 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 proposal is 10 %

The University's WBE participation goal for this proposal is 5 %

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

Total MBE Participation %

Total WBE Participation %

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

MBE Firm Name	MBE % of Contract	WBE Firm Name	WBE % of Contract

-----**THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL**-----

This form is related to Section 7 of the General Terms and Conditions.

CERTIFYING MBE/WBE AGENCIES

MBE/WBEs are those businesses certified as disadvantaged by an approved agency. The Respondent 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
777 Admiral Blvd.
Kansas City, MO 64106
816/221-4200; 816/221-4212 (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

Appendix A

GET /PhysicianSearch

Returns a set of physician records matching the search criteria.

Resource URL

Error! Hyperlink reference not valid.

Parameters

physician (optional) Comma-separated list of physician IDs to be used as search criteria

Default: blank (“”)

specialty (optional) Comma-separated list of specialty IDs to be used as search criteria

Default: blank (“”)

interest (optional) Comma-separated list of interest IDs to be used as search criteria

Default: blank (“”)

location (optional) Comma-separated list of location IDs to be used as search criteria

Default: blank (“”)

pretty (optional) Boolean value representing whether or not the results should be indented by one space at each level.

Default: false

callback (optional) The name of the Javascript callback function to be called.

Default: Ext.util.JSONP.callback

Response

Format: JSONP string

<callback>(<JSON list of physicians>);

Fields in JSON records:

- Id
- name
- url
- image
- specialty 1
- specialty 2
- specialties
- locations (array)
 - o id
 - o name
 - o url
 - o phone
- interests (array)
 - o id
 - o interest
- certification
- med school
- training
- app phone

Sample return packet:

```
Ext.util.JSONP.callback([
  {
    "specialty1": "Plastic and Reconstructive Surgery",
    "medSchool": "University of Toronto, Ontario, Canada",
    "interests": [
      {
        "id": 269,
        "interest": "Breast Reconstructive Surgery"
      },
      {
        "id": 271,
        "interest": "Burn Care"
      }
    ],
    "specialty2": "Burn Surgery",
    "image":
    "http://muhealth.org/physphoto/physdirectory_doctor2.jpg",
    "residency": "University of Toronto",
    "training": "Fellowship in Burn and Plastic Surgery,
    University of Alberta, Edmonton, Canada; Fellowship in Burn
    and Plastic Surgery, University of Cincinnati, Ohio",
```

```

"id": 784,
"certification": "",
"apptPhone": "(573) 882-2275 ",
"specialties": [
  "Plastic and Reconstructive Surgery",
  "Burn Surgery"
],
"locations": [
  {
    "id": 3,
    "phone": "(573) 875-9000 ",
    "name": "Women's and Children's Hospital",
    "phoneUri": "(573) 875-9000 ",
    "url": "default_wch.cfm?id=73"
  },
  {
    "id": 12,
    "phone": "(573) 882-4141 ",
    "name": "University Hospital",
    "phoneUri": "(573) 882-4141 ",
    "url": "default_uh.cfm?id=76"
  }
],
"name": "Armour, Alexis ",
"apptPhoneUri": "(573) 882-2275 "
},
{
  "specialty1": "Burn Surgery",
  "medSchool": "",
  "interests": [
    {
      "id": 271,
      "interest": "Burn Care"
    },
    {
      "id": 272,
      "interest": "Burn Reconstructive Surgery"
    }
  ]
},
"specialty2": "",
"image":
"http://muhealth.org/physphoto/meyer_nicholas.jpg",
  "residency": "Medical College of Wisconsin, Milwaukee",
  "training": "Fellowship, University of Washington,
Seattle",
  "id": 381,
  "certification": "General Surgery, 1998",
  "apptPhone": "",

```

```
"specialties": ["Burn Surgery"],
"locations": [
  {
    "id": 12,
    "phone": "(573) 882-4141 ",
    "name": "University Hospital",
    "phoneUri": "(573) 882-4141 ",
    "url": "default_uh.cfm?id=76"
  },
  {
    "id": 66,
    "phone": "(573) 884-7171",
    "name": "University Physicians Burn Clinic",
    "phoneUri": "(573) 884-7171",
    "url": "body.cfm?ID=77"
  }
],
"name": "Meyer, Nicholas MD",
"apptPhoneUri": ""
},
]);
```

GET /PhysicianSearchValues

Returns all values for physicians, specialties, interests and locations.

Resource URL

Error! Hyperlink reference not valid.

Parameters

pretty (optional) Boolean value representing whether or not the results should be indented by one space at each level.

Default: false

callback (optional) The name of the Javascript callback function to be called.

Default: Ext.util.JSONP.callback

Response

Format: JSONP string

<callback>(<JSON>);

Fields in JSON records:

- physicians (array)
 - o text
 - o value
- specialties (array)
 - o text
 - o value
- interests (array)
 - o text
 - o value
- locations (array)
 - o text
 - o value

Sample return packet:

```
Ext.util.JSONP.callback({
  "specialties": [
    {
      "text": "Adolescent Medicine",
      "value": "124"
    },
    {
      "text": "Vascular Surgery",
      "value": "171"
    }
  ],
  "physicians": [
```



```

{
  "text": "Acton, James MD",
  "value": "781"
},
{
  "text": "Zweig, Steven MD",
  "value": "610"
}
],
"locations": [
  {
    "text": "Children's Cancer and Blood Disorder Unit",
    "value": "99"
  },
  {
    "text": "Women's Health Center",
    "value": "116"
  }
],
"interests": [
  {
    "text": "Abdominal Imaging",
    "value": "172"
  },
  {
    "text": "Wound Care",
    "value": "588"
  }
]
});

```

SPECIAL INSTRUCTIONS—ELECTRONIC REQUESTS

If you have requested and/or otherwise received an electronic copy, and for any reason our specifications and general conditions are altered in the response, University will ignore the alteration, and our specifications and general conditions will be the prevailing document.