#### **REQUEST FOR PROPOSALS**

**FOR** 

#### **FURNISHING AND DELIVERY**

OF A

#### MOBILE APPLICATION DEVELOPMENT PLATFORM

**FOR** 

#### THE CURATORS OF THE UNIVERSITY OF MISSOURI

ON BEHALF OF

#### THE UNIVERSITY OF MISSOURI SYSTEM

RFP # 19-4006-HR-U

**DUE DATE: JUNE 13, 2019** 

TIME: 2:00 p.m. CST

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Heather Reed
Senior Business Services Consultant-IT
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

Dated: May 15, 2019

## RFP # 19-4006-HR-U

## **MOBILE APPLICATION DEVELOPMENT PLATFORM**

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#### NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of a Mobile Application Development Platform, RFP #19-4006-HR-U which will be received by the undersigned at UM Supply Chain or via email at: reedhr@umsystem.edu, until June 13, 2019 at 2:00 p.m. CST. The University assumes no responsibility for any vendor's on-time receipt at the designated location for proposal opening.

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

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

If you have any questions regarding the RFP, please send them to:

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

All questions regarding the RFP must be received no later than Tuesday, June 4, 2019.

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

THE CURATORS OF THE UNIVERSITY OF MISSOURI
Prepared by:
Heather Reed
Senior Business Services Consultant-IT
University of Missouri System Supply Chain
2910 LeMone Industrial Blvd
Columbia, MO 65201

## UNIVERSITY OF MISSOURI REQUEST FOR PROPOSAL (RFP) GENERAL TERMS AND CONDITIONS

#### &

#### **INSTRUCTIONS TO RESPONDENTS**

#### A. General Terms and Conditions

- 1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
- 2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- 3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
- 4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
- 5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose. As long as quality is equal, preference by a differential not to exceed 5% shall be given. 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 Sates Government in such circumstances are incorporated herein by reference.

7. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity because it is essential to the University's mission and core values. Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency. A list of certifying agencies can be found at:

https://www.umsystem.edu/ums/fa/procurement/sdsbd/what-is-supplier-diversity.

The definition of what counts as a diverse supplier for the University of Missouri System are:

- MBE (Minority Owned Business Enterprise)
  - o African American
  - Asian American
    - Pacific Asian American
    - Subcontinent Asian American
  - o Hispanic American
  - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers may be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- <u>Direct dollars -</u> those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- <u>Indirect dollars</u> based on a percentage of revenue the University represents to the supplier. An example is as follows:
  - 1) Supplier's Total Revenues: \$10,000,000
  - 2) Revenues from University \$: \$4,000,000
  - 3) University % of Total Revenues: 40% (#2 divided by #1)
  - 4) Total MBE Dollars \$: \$ 150,000
  - 5) Total WBE Dollars \$: \$ 150,000
  - 6) Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
  - 7) Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
  - 8) Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
  - 9) University % Attributable Revenue: 3% (#8 divided by #2)

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

Suppliers/<u>contractors</u> will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

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

- 8. Applicable Laws and Regulations: The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
- 9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.
- 10. Applicable Health Related Laws and Regulations: If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with

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

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

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

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

- 12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.
- 13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.
- 14. **Vendor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

#### **B.** Instructions to Respondents

 Request for Proposal (RFP) Document: Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Request for Proposal's risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of the 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 Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

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

2. Preparation of Request for Proposals: All Request for Proposals must be submitted in the format specified in the detailed specifications can either be emailed to reedhr@umsystem.edu by the date and time specified on the front page of this RFP or enclosed in a sealed envelope plainly marked: Request for Proposal #19-4006-HR-U for Mobile Application Development Platform, mailed and/or delivered to UM System Supply Chain, 2910 LeMone Industrial Blvd, Columbia, MO 65201, ATTN: Heather Reed.

To receive consideration, Request for Proposals must be received via email or at the above address, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of the email or of Proposals during business hours at the specified address.

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

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and

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

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

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

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

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

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

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

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

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

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

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

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

5. Contract Award and Assignment: The successful Respondent(s) shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work. Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

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

- 6. Contract Termination for Cause: In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
- 7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 8. Warranty and Acceptance: The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. Payment: Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such

deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

- 10. Accounting Practices: The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 11. **Debarment and Suspension Certification:** The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
- 12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments and affiliates of the University of Missouri, including University of Missouri Health Care.

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

# UNIVERSITY OF MISSOURI DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS

#### 1. OBJECTIVE

The Curators of the University of Missouri, a public organization, propose to contract on behalf of the University of Missouri System (hereinafter referred to as the "University") with an organization (hereinafter referred to as "Contractor"), to provide a **Mobile Application Development Platform** as described herein.

#### 2. OBJECTIVE

The University of Missouri is requesting proposals for a mobile application development platform for the development and publication of mobile applications in support of student experiences and other activities. The tool will be required to publish applications to the Apple and Google stores as well as integrate with databases and systems at the University. The proposed solution should offer the flexibility to support a distributed development and support model either through multiple layers of organizational grouping or dedicated instances.

The university is also requesting proposals for a vendor to provide development, hosting, design, technical support and/or content creation services for a minimum of one mobile app (Columbia campus) and potentially four or more (one to multiple per campus). These apps would replace the existing mobile apps currently in use at each campus.

#### 3. BACKGROUND INFORMATION

The University of Missouri System has developed and deployed multiple mobile applications for use at each of its four universities. The scope and use of these applications vary depending upon localized need. Audiences for the deployed mobile apps are primarily students and parents where the goal is to acquaint them with the campus (maps, dining locations and menus, transportation systems, registration for classes, student organizations, news, etc...). However, some campuses have solutions for multiple audiences including prospective students, current students, alumni, faculty, staff and the community. Providing personalized content based upon demographic, geographic, academic or other activities is a potential growth area for mobile applications. Two of the UM System's universities are using applications developed locally and two are using applications from vendors. It is anticipated that the locally developed apps may be replaced with the proposed solution. The vendor supplied apps will be evaluated against the proposed solution to determine feasibility of replacing them as well.

#### 4. CONTRACT PERIOD

The contract period shall be mutually agreed upon between the successful Respondent and the University prior to contract award.

#### 5. INSTRUCTIONS FOR PROPOSAL RESPONSE

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

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

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

**Volume I** – Functional Section is to be submitted in PDF format and must contain:

\*Response to Information for Respondents and General Conditions, Mandatory Specifications and vendor responses, and Evaluation Questions 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 and Supplier Diversity Participation Form.

**Volume II** – Financial Section must be submitted in a separate document 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 Supplier Diversity Participation Form. Financial statements that may be required are also to be included in this section.

Respondent must complete and return the University Proposal Form with proposal response.

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

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

#### **Confidentiality of Information:**

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

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

#### 6. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL

Respondents must meet the mandatory/limiting criteria to be "qualified" for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to vendors' responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request vendors to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits revealed compliance inconsistency.

The University may request vendors selected as finalists to come onsite to the University, at the vendor's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

#### 7. PAYMENT TERMS AND CONDITIONS

Payment in full will be made within thirty (30) days after receiving invoices for good/services rendered as meeting all performance specifications. The University reserves the right to withhold a portion of the payment until the services have been completed. Any different payment terms desired by the respondent must be clearly stated and may or may not be accepted by the University.

Preferred settlement method is through the use of Electronic Accounts Payable solutions.

Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

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

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solutions that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 10 as opposed to the standard Net 30 terms.

#### **PILOT**

The University may choose to pilot the solution for up to 90 days post-implementation. If the results of the pilot are not positive, the University retains the right to cancel the contract. Service and support costs for the pilot must be provided on the pricing sheets, if applicable.

#### 8. INFORMATION TECHNOLOGY STANDARDS AND REQUIREMENTS QUESTIONNAIRE (ITSRQ)

Respondents that are being considered for award should be prepared to complete an ITSRQ spreadsheet. An example of the ITSRQ that must be completed to the complete satisfaction of the University prior to award is included in this RFP for informational purposes. If respondent is providing a response for a Mobile Development Platform and is providing response for development, hosting, design, technical support and/or content creation services for a minimum of one mobile app two (2) separate ITSRQ's must be completed and submitted with your response.

If a Respondent is asked to complete the ITSRQ and fails to do so, the Respondent will be removed from consideration. Respondents may not embed formulas, white pages, add or delete sections/tabs within the spreadsheet but shall simply state Yes (Y), No (N), Alternate (ALT), or Not Applicable (NA) in the designated sections, and provide narrative comments in the designated sections.

The ITSRQ consists of the following sections:

- 1. Instructions
- 2. IT Security (Limiting Criteria)
- 3. FERPA
- 4. Authentication

The ITSRQ spreadsheet may be found at the University of Missouri Supply Chain website (https://www.um-system.edu/ums/fa/procurement), under "open bids", 19 4006 HR U ITSRQ.

#### 9. MANDATORY CRITERIA

Respondents must meet all mandatory requirements in each applicable section in order to continue with a response to this RFP. Any Respondent that does not meet all of the following requirements in each applicable section will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

#### ALL RESPONDENTS MUST COMPLETE THIS SECTION

9.1. The proposed solution must abide by all University of Missouri information security and legal compliance guidelines.

Yes or No

9.2. The proposed solution must allow for mobile application development and publishing to the Apple and Google App stores.

Yes or No

9.3. The proposed solution must be able to publish applications that are responsive for various common screen sizes.

Yes or No

9.4. The proposed solution must be able to generate applications that support current iOS and Android operating systems.

Yes or No

9.5. The proposed solution must be provided using a SaaS (Software as a Service) infrastructure requiring no university servers to complete its tasks.

Yes or No

9.6. The proposed solution must allow for university user accounts to authenticate and use the platform via SAML.

Yes or No

9.7. The proposed solution must provide content management capabilities to allow university staff to update content as needed.

Yes or No

9.8. The vendor must be able to provide 24/7/365 service and support by phone and email for the proposed solution.

Yes or No

9.9. The proposed solution must be able to connect to University systems and databases using industry-standard methods (ODBC connection, JDBC connection, API, CSV file transfer, etc...).

Yes or No

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

Yes or No

9.11. The Respondent shall understand and agree that any work awarded as a result of this RFP must be performed within the United States or its territories.

Yes or No

9.12. All Contractors understand that during the term of this contract that Contractor's personnel are not employees of the University of Missouri and shall not represent themselves to be an employee of the University. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, unemployment insurance, disability insurance, minimum wage requirements, overtime, etc. Furthermore, the Contractor shall, without limitation, obtain and maintain all licenses, permits and authority necessary to render services and perform work under this contract and shall comply with all applicable rules, regulations, and laws. All personnel provided through this contract shall maintain confidentiality about University operations and may be subject to background or security checks.

Yes or No

9.13. The university affords equal opportunity to individuals in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act (as amended). This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals.

Respondent shall: (1) deliver all applicable services and products in reasonable compliance with university standards (Web Content Accessibility Guidelines 2.0, Level AA or above as specified by university policy) (2) upon request, provide the university with detailed information about the product's current accessibility and written documentation verifying accessibility; (3) promptly respond to and assist the university with resolving accessibility complaints and requests for accommodation from users with disabilities; and (4) indemnify and hold the university harmless in the event of claims arising from inaccessibility. Resolution of reported accessibility issue(s) that may arise should be addressed as the highest priority within the next immediate development cycle or otherwise mutually agreed upon timeline.

Yes or No

# ONLY RESPONDENTS PROPOSING A MOBILE APPLICATION DEVELOPMENT PLATFORM MUST RESPOND TO THE FOLLOWING QUESTION:

9.14. The proposed mobile application development platform must deliver a rights and privileges framework for developers. The framework must allow developers in different organizational units within the university system (at least one per campus) the ability to develop one or many mobile applications and either submit them to a central administrator for further publishing to Apple and Google or publish directly.

Yes or No

#### **10. EVALUATION QUESTIONS**

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations. ALL RESPONDENTS MUST COMPLETE THIS SECTION.

- 10.1. Describe the proposed solution's integration capabilities with the following types of systems:
  - a. PeopleSoft Campus Solutions Students can search for, add, drop and enroll for semester classes. Students should be able to view course grades for classes they previously enrolled.

Describe if and how you support these capabilities:

b. Local Transit Systems – Provide campus shuttle routes and current locations of busses/shuttles overlaid on Google Maps.

Describe if and how you support these capabilities:

c. Prospective/New Student Events – Provide the ability to add event information to campus-wide events. These events are usually associated with on-campus visit days for new students, transfer students, international students and their parents.

Describe if and how you support these capabilities:

d. Dining Services – Using information about the location of dining facilities on a campus, provide menus and hours of operation.

Describe if and how you support these capabilities:

e. Athletics – Provide news, schedules and rosters for all athletics for the current season.

Describe if and how you support these capabilities:

f. Events – Provide an ongoing list of events from student life and campus events calendars.

Describe if and how you support these capabilities:

g. Custom transportation services – One campus offers a custom transportation service at no cost between the hours of 10:00 pm and 3:00 am. It is desired to be able to contact the organization (stripes.missouri.edu) via an app to request service.

Describe if and how you support these capabilities:

h. Person and Department Lookup – Allow users to lookup people by first name, last name, email, phone number or department.

Describe if and how you support these capabilities:

i. Maps – Utilize the Google Maps API and local location information to display both flat and satellite images of campus.

Describe is and how you support these capabilities:

j. News – Provide local and campus news from various sources.

Describe if and how you support these capabilities:

k. Social and Spirit – Provides regularly updated feeds from FaceBook, YouTube, Twitter and Instagram accounts.

Describe if and how you support these capabilities:

I. Library – Provides locations and hours of operations for all campus libraries.

Describe if and how you support these capabilities:

m. Personas – Provide the ability to customize content to a user based upon information from and external source (CRM or academic early alert system).

Describe if and how you support these capabilities:

n. API Integrations – Provide tools and capabilities to pull data into an app from multiple other systems via an API.

Describe if and how you support these capabilities:

o. Photo ID – Provide the ability to store and retrieve a photo identification of the user.

Describe if and how you support these capabilities:

p. Digital barcode – Provide a barcode to scan at dining services, bookstore, athletic events, classrooms, miscellaneous events.

Describe if and how you support these capabilities:

q. City Post Kiosk Integration – Retrieve and display selected data from Smart City Media systems (UMKC).

Describe if and how you support these capabilities:

r. Canvas LMS – Provide an integration with Canvas LMS natively (direct access to Canvas capabilities), provide an embedded integration that keeps the user interaction within the mobile application, or provide the ability to launch (download and launch) the Canvas LMS mobile application.

Describe if and how you support these capabilities:

s. Class Scheduler – Shopping cart used to select and add classes into PeopleSoft Campus Solutions.

Describe if and how you support these capabilities:

t. Rave Guardian – Provide an integration with Rave Guardian natively (direct access to Rave capabilities), provide an embedded integration that keeps the user interaction within the mobile application, or provide the ability to launch (download and launch) the Rave Guardian mobile application.

Describe if and how you support these capabilities:

u. A-Z Index – UMKC's official A-Z index is available on mobile devices. Find contact and website information for departments on campus.

Describe if and how you support these capabilities:

- 10.2. Search Describe the search capabilities included in the proposed solution.
- 10.3. Usage Analytics/Reports Describe the proposed solution's capabilities to create and deliver reports based upon user activities. Provide a complete list of reports that are provided with the solution as well as capabilities to create customized reports.
- 10.4. Support Provide information for service and support offered for the proposed solution. Include information about various support levels (if they exist) as well as hours, contact methods, SLA, etc...
- 10.5. Training Provide information for training available for the proposed solution. What training courses are available, are they online, on-site, self-paced, etc...
- 10.6. Professional Services Provide information for the available professional services for the proposed solution. Include details about what type of professional services are offered, how they can be used and what the hourly rate for each type of service is.

- 10.7. Company Stability Describe your company's history, strategy, and ability to support the University in the scenarios outlined in this RFP document. Describe future plans for product development. How frequently are system patches and upgrades released?
- 10.8. Experience Provide three examples of similar clients you support that illustrate your company's ability to meet the University's requirements. Provide contact names and numbers for these similar clients.
- 10.9. Pricing ONLY RESPONDENTS PROPOSING A MOBILE APPLICATION DEVELOPMENT PLATFORM MUST COMPLETE THIS SECTION:

Provide complete pricing for the proposed solution. Include the following:

- a. What is the cost model based upon total users, total apps, total developers, etc...
- b. Detail the cost(s) of optional components the University may be interested in deploying.
- c. What additional discounts are available to the University?
- d. What is the cost per year for support and maintenance of the mobile application development platform?

Pricing – ONLY RESPONDENTS PROPOSING CUSTOM DEVELOPMENT OF MOBILE APPLICATIONS TO MEET THE REQUIREMENTS MUST COMPLETE THIS SECTION

Provide complete pricing for the proposed solution. Include the following:

- a. What is the cost model based upon total users, total apps, total developers, etc
- b. What is the cost per hour for additional mobile application development?
- c. What is the cost per mobile application for one application per campus (4 total campuses)?
- d. What is the cost per year for support and maintenance of the mobile application?
- e. What is the hourly cost per hour for modifications and additions to the mobile application?

## REQUEST FOR PROPOSAL FORM

# REQUEST FOR PROPOSALS FOR FURNISHING AND DELIVERY OF

# MOBILE APPLICATION DEVELOPMENT PLATFORM FOR

# THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF

THE UNIVERSITY OF MISSOURI SYSTEM RFP #19-4006-HR-U

DUE DATE: JUNE 13, 2019 TIME: 2:00 P.M. CST

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

#### **AUTHORIZED RESPONDENT REPRESENTATION**

Authorized Signature		Date		
Printed Name		Title		
Company Name		•		
Mailing Address				
City, State, Zip				
Phone No.	Fede	eral Employer II	O No.	
Fax No. E-I		E-Mail Address		
Number of calendar days delivery after recei	pt	Payment Term	s:	
of order:	_	Note: Net 30 is def	ault. Early pay discounts encouraged.	
Select Payment Method: SUA		ACH	Check	
Circle one: Individual Partnership	(	Corporation		
If a corporation, incorporated under the law	s of th	ne State of		
Licensed to do business in the State of Misso	ouri?	yes	_no	
Maintain a regular place of business in the St	tate o	f Missouri? _	yesno	

This signature sheet must be returned with your proposal.

# ATTACHMENT A SUPPLIER DIVERSITY PARTICIPATION FORM

The University of Missouri System is committed to and supports supplier diversity because it is essential to the University's mission and core values. The University's Supplier Diversity efforts reflect this mission.

<u>Tier 2 Supplier Diversity Information</u> - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- <u>Direct dollars -</u> those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment
  of the contract.
- <u>Indirect dollars</u> based on a percentage of revenue the University represents to the supplier. An example is as follows:
  - o Supplier's Total Revenues: \$10,000,000
  - Revenues from University \$: \$ 4,000,000
  - University % of Total Revenues: 40% (#2 divided by #1)
  - Total MBE Dollars \$: \$ 150,000
  - Total WBE Dollars \$: \$ 150,000
  - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
  - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
  - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
  - University % Attributable Revenue: 3% (#8 divided by #2)

1.	Does your company have a Supplier Diversity Program? If so, describe efforts your company has me to increase business with Women and Diverse Owned businesses (i.e. does your company have a pastatement, participate in outreach activities, promote diverse firm subcontracting, publicize contracting, provide certification assistance, etc.?) Please provide examples (use additional page needed):	olicy act

2.	What percentage of your company's total contractivith Women and Diverse Owned businesses? Are University of Missouri business?	you able to provide th			
3.	Complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If yo company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.				
	Supplier Name	% of Contract	Specify Direct or Indirect		
_					
	chere are questions regarding supplier diversity a stt@umsystem.edu.	-			

# ATTACHMENT B SUPPLIER REGISTRATION INFORMATION

CUI	ripletion of this section is strongly encouraged. Flease review and check ALL applicable boxes.
SM	ALL BUSINESS CONCERN:YesNo
Bus cor ope	e term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small siness Act and relevant regulations issued pursuant thereto. Generally, this means a small business acern organized for profit, which is independently owned and operated, is not dominant in the field of erations in which it is bidding. We would consider any firm with 500 employees or less a "small business acern".
WC	DMAN OWNED BUSINESS (WBE):YesNo
by rela	woman owned business is defined as an organization that is 51% owned, controlled and/or managed, a woman. The determination of WBE status depends solely on ownership and operation and is not ated to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, .). Please see Public Law 106-554 for more detail.
MI	NORITY BUSINESS ENTERPRISE (MBE):YesNo
mii ope sta	minority business is defined as an organization that is 51% owned, controlled and/or managed by nority group members. The determination of minority status depends solely on ownership and eration and is not related to employment. The firm should be certified by a recognized agency (e.g., te, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate ace below.
1.	Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh(A)
2.	Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
3.	Black - A U.S. citizen having origins in any of the Black racial groups of Africa. (B)
4.	Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.
5.	Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part(N)
and	eteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled d/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local eral, etc.). Please see Public Law 109-461 for more detail.
VE <sup>-</sup>	TERAN BUSINESS ENTERPRISEYesNo

SERVICE DISABLED VETERAN BUSINESS ENTERPRISEYesNo
MISSOURI FIRM:YesNo
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:YesNo
SUPPLIER'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. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.
Signature of Person Authorized to Sign this Supplier Registration Information Form
Title: Date: