**REQUEST FOR PROPOSAL**

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<tr>
<th>TO:</th>
<th>RFP NO.:</th>
<th>DATE:</th>
<th>BUYER:</th>
<th>PHONE:</th>
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<tr>
<td></td>
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<td>January 9, 2010</td>
<td>Michael E. Smith</td>
<td>(660) 543-4001</td>
<td><a href="mailto:msmith@ucmo.edu">msmith@ucmo.edu</a></td>
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SEALED PROPOSALS MUST BE RECEIVED NO LATER THAN:

<table>
<thead>
<tr>
<th>DATE:</th>
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<tr>
<td>January 22, 2010</td>
<td>2:00 p.m. CST</td>
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RETURN BID TO:

UNIVERSITY OF CENTRAL MISSOURI
PROCUREMENT AND MATERIALS MANAGEMENT OFFICE,
GENERAL SERVICES BUILDING
102 W. SOUTH STREET
WARRENSBURG, MO 64093

PROMPT PAYMENT TERMS: _________%   _________DAYS   NET________DAYS

**ON-LINE CAMPUS MAP**

UNIVERSITY OF CENTRAL MISSOURI

Prospective bidders are hereby invited to submit their proposal to provide the University with an On-Line Campus Map pursuant to the requirements of this Request for Proposal and further agree when this bid is awarded, a binding contract, as defined herein, shall exist between the bidder and the University of Central Missouri.

**IMPORTANT:** The last day for questions regarding this RFP is 2:00 p.m. CST, Monday, January 18, 2010.

**IMPORTANT:** Proposal may not be accepted if the number is not designated on the outside of the envelope.

Buyer of Record: Michael E. Smith
TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. **Amendment** means a written, official modification to a RFP or to a contract.

b. **Attachment** applies to all forms which are included with a RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

c. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the Physical receipt of sealed proposals in the Procurement and Materials Management Office.

d. **Offeror** means the person or organization that responds to a RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

e. **Buyer** means the procurement staff member of the Procurement and Materials Management Office. The **Contact Person** as referenced herein is usually the Buyer.

f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

g. **Contractor** means a person or organization who is a successful offeror as a result of a RFP and who enters into a contract.

h. **Exhibit** applies to forms which are included with a RFP for the offeror to complete and return with the sealed proposal prior to the specified opening date and time.

i. **Request for Proposal (RFP)** means the solicitation document issued by the Procurement and Materials Management Office to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

j. **May** means that a certain feature, component, or action is permissible, but not required.

k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.

l. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable to the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and returned by the offeror with the sealed proposal prior to the specified proposal opening date and time.

m. **Shall** has the same meaning as the word **must**.

n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT
a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Procurement and Materials Management Office if language, specifications or requirements of a RFP appear 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 communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the buyer as indicated on the first page of the RFP. Such communication should be received at least seven calendar days prior to the official proposal opening date.

Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, questions received by the Procurement and Materials Management Office less than seven calendar days prior to the RFP opening date may not be answered.

b. Offerors are cautioned that the only official position of the University is that position which is stated in writing and issued by the Procurement and Materials Management Office in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

c. The Procurement and Materials Management Office monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

d. The Procurement and Materials Management Office reserves the right to officially modify or cancel a RFP after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF PROPOSALS

a. Offerors must examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

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

c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

d. Proposals lacking any written indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.

e. All equipment and supplies offered in a proposal must be new and 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.

f. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

g. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF PROPOSALS
a. A proposal submitted by an offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the Procurement and Materials Management Office and officially clocked in no later than the exact opening time and date specified in the RFP.

b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.

c. A proposal may only be modified or withdrawn by signed, written notice which has been received by the Procurement and Materials Management Office prior to the official opening date and time. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a proposal shall not be honored.

5. FACSIMILE DOCUMENTS

All responses to RFP's and amendments to RFP's including "no bid" responses and requests to modify a proposal, must be delivered to the Procurement and Materials Management Office in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by the Procurement and Materials Management Office prior to the official opening date and time specified.

6. PROPOSAL OPENING

a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening. The contents of the proposals shall not be disclosed.

b. It is the offeror's responsibility to ensure that the proposal is delivered by the official opening date and time to the Procurement and Materials Management Office.

c. Proposals which are not received by the Procurement and Materials Management Office prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the offeror. Late proposals shall not be opened.

7. PREFERENCES

a. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

b. In accordance with Executive Order 98-21, contractors are encouraged to utilize minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Procurement and Materials Management Office before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request written clarification of the intended proposal. The correction shall be made in the notice of award. Examples of apparent clerical errors are (1) misplacement of decimal point; and (2) obvious mistake in designation of unit.

b. Any pricing information submitted by an offeror but not reflected on the pricing page shall be subject to evaluation if deemed by the Procurement and Materials Management Office to be in the best interests of the University.

c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the
evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the best valued proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations.

e. In the event all offerors fail to meet the same mandatory requirements in a RFP, the Procurement and Materials Management Office reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Procurement and Materials Management Office reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. When evaluating a proposal, the University reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.

g. Any information contained in the proposal package, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

h. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

i. Any award of a contract shall be made by written notification from the Procurement and Materials Management Office to the successful offeror. The Procurement and Materials Management Office reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Procurement and Materials Management Office based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.

j. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

k. The Procurement and Materials Management Office reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

9. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP including the contractor's best and final offer and (3) the Procurement and Materials Management Office's acceptance of the response (proposal) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accompanied by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Procurement and Materials Management Office or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.
10. INVOICING AND PAYMENT

a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number 12496308.

b. Each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the purchase order and/or contract. Failure to comply with this requirement may delay processing of invoices for payment.

c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Procurement and Materials Management Office.

d. Payment for all equipment, supplies, and/or services required shall be made in arrears. The University shall not make any advance deposits.

e. The University assumes no obligation for equipment, supplies and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

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

b. All equipment, supplies, and/or services which do not comply with the 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.

c. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and specify a reasonable date by which replacements must be received.

d. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

13. WARRANTY

a. 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 to or adopted by the Procurement and Materials Management Office, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment of said equipment, supplies and/or services.

14. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. 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.
b. To the extent that provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Procurement and Materials Management Office.

c. The contractor must be registered and maintain good standing with the secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Johnson County, Missouri.

15. CONFLICT OF INTEREST

a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

17. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Procurement and Materials Management Office may cancel the contract. At its sole discretion the Procurement and Materials Management Office may give the contractor an opportunity to cure the breach or to explain how the breach will be cured.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Procurement and Materials Management Office will issue a notice of cancellation terminating the contract immediately.

c. If the Procurement and Materials Management Office cancels the contract for breach, the Procurement and Materials Management Office reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and charge the contractor for any additional costs incurred as a result.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated for each fiscal year included within the contract period (the University's fiscal year runs July 1 through June 30). The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

18. COMMUNICATIONS AND NOTICES
Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

19. BANKRUPTCY OR INSOLVENCY

a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Procurement and Materials Management Office immediately.

c. Upon learning of any such actions, the Procurement and Materials Management Office reserves the right at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

20. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the University, its officers, agents, and employees against all suits of law equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

21. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the Procurement and Materials Management Office shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists issued by the Procurement and Materials Management Office until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

22. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language. termsandconditions (6/02)
PART ONE
INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

1.1 This document constitutes a request for competitive, sealed proposals from qualified individuals and organizations to perform services in accordance with the terms and conditions set forth herein.

2. BACKGROUND

2.1 The University of Central Missouri (UCM) is seeking the acquisition of services to provide an online campus map. The University of Central Missouri is a comprehensive, public university with an enrollment FTE of 8,450. This online campus map should meet the following minimum specifications:

3. ORGANIZATION

3.1 This document, referred to as an Request for Proposal (RFP), has been divided into the following parts for the convenience of the bidder:

3.1.1 General Terms and Conditions
3.1.2 Part One – Introduction and General Information
3.1.3 Part Two - General Contractual Requirements
3.1.4 Part Three – Scope of Services
3.1.5 Part Four - Bid Submission Information and Requirements
3.1.6 Part Five - Attachments

4. TERMINOLOGY/DEFINITIONS

4.1 Whenever the following words and expressions appear in an Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply:

A. **Amendment** means a written, official modification to an RFP or to a contract.

B. **Bidder** means the person or organization that responds to an RFP by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFP document.

C. **Buyer of Record** means the procurement staff member of the Purchasing Office who shall be the contact person for this RFP.

D. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

E. **Contractor** means a person or organization who is a successful bidder as a result of an RFP and who enters into a contract.

F. **Request for Proposal (RFP)** means the solicitation document issued by the Purchasing Office to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes the Terms and Conditions as well as all Pricing Pages and Amendments thereto.

G. **May** means that a certain feature, component, or action is permissible, but not required.

H. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
I. **Shall** has the same meaning as the word **must**.

J. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

END OF SECTION
PART TWO

GENERAL CONTRACTUAL REQUIREMENTS

1. MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION:

1.1 Executive order 05-30 directs the University to strengthen efforts to increase purchases to certified minority and women-owned businesses (MBE/WBE). All state agencies shall continue to make every feasible effort to target the percentage of goods and services procured from certified MBE’s and WBE’s to 10% and 5% respectively. The targets may be met through the use of prime contractors, subcontractors, joint ventures, or other arrangements that afford meaningful opportunities for M/WBE participation. The Contractor shall therefore make a good faith effort to obtain MBE/WBE participation in any subcontracting activities. Businesses must meet the eligibility requirements outlined in 37.020 RSMo. MBE or WBE is defined as a business in which at least 51% of the ownership interest is held by minorities or women and the management and daily business operations are controlled by one or more of the 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 or other similar racial groups.

1.2 In the event a MBE/WBE subcontractor is unable to satisfactorily perform, the Contractor shall make a good faith effort to replace the subcontractor with another MBE/WBE subcontractor. The Contractor must secure written approval from the Purchasing Office prior to the replacement of a MBE/WBE subcontractor. If the Contractor proposes replacement of a MBE/WBE subcontractor with a non-MBE/WBE, the Contractor must provide documentation of any and all efforts made to secure a MBE/WBE replacement. The Purchasing Office shall have sole discretion in determining if the actions taken by the Contractor constitute a good faith effort.

2. CONTRACT DOCUMENTS:

2.1 The contract between the University and the Contractor shall consist of: (1) the Request for Proposal (RFP), and any amendments there to, and (2) the Contractor's response to the Request for Proposal. The University reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's response. In all other matters not affected by the written clarification, if any, the RFP shall govern. The bidder is cautioned that his/her response shall be subject to acceptance without further clarification.

2.2 To the extent that a provision of the contract is contrary to the Constitution or laws of this state or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

3. AMENDMENTS TO CONTRACT:

3.1 No modification of any provision in the contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the Contractor and the University Procurement Office and incorporated in a written amendment to the contract approved by the University Procurement Office prior to the effective date of such modification.

4. ASSIGNMENTS:

4.1 The Contractor shall not transfer any interest in the contract, whether by assignment, merger, or otherwise, without the prior written consent of the University Procurement Office.

5. CONTRACTOR’S WORK ACTIVITIES AND REPORTS:

5.1 The Contractor shall fully coordinate his activities in the performance of the contract with those of the
University. As the work of the Contractor progresses, advice, updated progress reports and information on matters covered by the contract shall be made available by the Contractor to the University throughout the effective period of the contract.

5.2 All reports, documentation, and material developed or acquired by the Contractor as direct requirement specified in the contract shall become the property of the University. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor’s performance under the contract shall be confidential and that no reports, documentation or material prepared, as required by the contract shall be released to the public without the prior written consent of the University.

6. CONTRACTOR’S PERSONNEL/REPRESENTATIVES

6.1 The Contractor agrees and understands that the University’s agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor’s bid. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the University. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the University’s approval of a substitution shall not be construed as an acceptance of the substitution’s performance potential. The University agrees that an approval of a substitution will not be unreasonably withheld.

6.2 In the event that the University is dissatisfied with an individual provided under this contract, the University shall give written notice to the Contractor of such fact and the reason(s) therefore. If the problem cannot be resolved to the satisfaction of the University, the Contractor shall replace the individual.

7. INSURANCE

7.1 The Contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

7.2 Therefore, the Contractor must acquire and maintain adequate liability insurance sufficient to protect the University, its agencies, its employees, its clients and the general public against any such loss, damage and/or expense. The insurance coverage shall include general liability and appropriate professional liability. Written evidence of the insurance shall be provided by the Contractor to the University. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's names; policy numbers, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted to the Procurement Office within thirty (30) days of the contract award. In the event the insurance coverage is canceled, the Procurement Office must be notified immediately.

8. INDEMNIFICATION

8.1 Each party shall be responsible for damages that result from its wrongful acts or omissions, or each respective party’s employees, agents, and/or representatives due to neglect or wrongful acts or omissions occurring during or arising out of the performance of duties and obligations agreed to herein. By so agreeing, the University is not waiving its sovereign immunity as provided by RSMo. Section 537.600, nor is it waiving any of the protection afforded it as a quasi-public body of the State of Missouri. Rather, the University agrees to be responsible hereunder only to the extent that it would otherwise be liable under the provisions of RSMo. Section 537.600.
8.2 In the event of legal actions or claims arising out of this contract against the University, the Board of Governors, or its employees or agents, the Contractor will share the cost of litigation, defense, judgment or settlement on a 50/50 basis with the University. The University shall reserve the right to engage legal counsel and determine whether settlement or defense of litigation is appropriate. This section is not withstanding worker’s compensation claims.

8.3 If allegations of wrongdoing are alleged against the University, the Board of Governors, or its employees which in fact are solely attributable to the Contractor or were solely the fault of the Contractor, the Contractor will indemnify and reimburse the University for all legal costs and expenses incurred by the University in extricating itself from the legal action or claim.

9. PRECEDENCE

9.1 In the event of a conflict between this document and the terms and conditions of any Contractor agreement, contract, proposal or any other legally binding document the terms and conditions of this document shall govern.

10. VENDOR NO TAX DUE CERTIFICATION

10.1 In accordance with Section 34.040.6 RSMo, the University of Central Missouri is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144.

END OF SECTION
PART THREE

SCOPE OF SERVICES

1. GENERAL INFORMATION

1.1 The University of Central Missouri (UCM) is seeking the acquisition of services to provide an online campus map. The University of Central Missouri is a comprehensive, public university with an enrollment FTE of 8,450. This online campus map and associated services should meet the following minimum specifications.

2. SERVICE/WARRANTY

2.1 Software and data must be hosted on a UCM server and must functional properly whether it is hosted on a server running Windows, Linux, or Macintosh operating system software.

2.2 UCM retains copyright and ownership rights to all materials and the university is not restricted in its use of these items in other formats unrelated to the campus map.

2.3 All source code, native Flash, high-resolution images and other materials become the property of the university and will be provided to the university electronically.

2.4 UCM is not seeking a content management solution in association with this RFP.

2.5 The vendor will create a completely interactive, Adobe Flash-based map using the map file provided by the university.

2.5.1 Map information must be capable of being targeted for specific audiences through the use of auto-generated URLs and special key codes. Those user's sessions must be capable of being tracked and examined later.

2.5.2 The map must be controllable so that the user can click and drag the map to navigate around the campus.

2.5.3 Clicking on buildings or locations must be able to yield various types of content association with those locations including videos, photos, slideshows, text and links.

2.5.4 Map layers must allow for group highlighting of dormitories, academic buildings, athletic facilities and parking lots.

2.5.5 When moused-over the name of the location or facility must display on the map.

2.5.6 The map must allow searching by category and keyword, as well as providing an alphabetic list of facilities.

2.6 The entire campus map must support cross platform, cross browser capabilities.

3. COST

3.1 On Exhibit 1 of this document, provide the total onetime cost for all items as described in this document.

END OF SECTION
PART FOUR

PROPOSAL SUBMISSION INFORMATION

1. SUBMISSION OF PROPOSALS:

1.1 Proposals must be priced, signed, sealed, and returned (with all necessary attachments) to the Procurement Office by the bid receipt date and time specified on the first page of the RFP.

1.1.1 Specifically, any form containing a signature line must be manually signed and returned as part of the Proposal.

1.1.2 In addition to the original proposal, the bidder should include five (5) copies of his/her proposal.

1.1.3 The bidder shall not submit a proposal by fax machine because only sealed proposals are acceptable in response to this RFP.

1.2 The bidder must respond to this RFP by submitting all data required herein in order for his/her proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.

2. CLARIFICATION OF REQUIREMENTS:

2.1 Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be directed to the contact person as indicated on the first page of this RFP.

2.2 Bidders are cautioned not to contact any other employees of the University concerning this procurement during the competitive procurement and evaluation processes.

2.3 The bidder is advised that the only official position of the University is that position which is stated in writing and issued by the Procurement Office as an Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3. EVALUATION PROCESS:

3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of the contract resulting from this Request for Proposal shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

   3.1.1 Cost................................................................. 25 points
   3.1.2 Functionality .................................................. 45 points
   3.1.3 Service/Warranty ........................................... 30 points

3.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the University, to clarify or verify the bidder’s offer and to develop a comprehensive assessment of the proposal.

3.3 The University reserves the right to consider historic information and fact, whether gained from the bidder’s offer, questions and answer conferences, references, or any other source, in the evaluation process.

3.4 The bidder is cautioned that it is the bidder’s sole responsibility to submit information related to the evaluation categories and that the University is under no obligation to solicit such information if it is not
included with the proposal. Failure of the bidder to submit such information may cause an adverse impact on the evaluation of the bidder’s offer.

3.5 In the event that only one bid is received in response to this Request for Proposal, the Procurement Office reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole bidder’s offer. In addition, as part of such negotiations, the Procurement Office reserves the right to require supporting cost, pricing and other data from the bidder in order to determine the reasonableness and acceptability of the proposal.

4. **CONTRACT AWARD:**

4.1 Any award of a contract resulting from this RFP will be made only by written authorization from the Procurement Office.

4.2 The University reserves the right to reject any and all proposals received in response to this RFP and to waive any minor irregularity or informality.

5. **COST:**

5.1 The bidder must provide a firm, fixed price for all requirements as set forth in Exhibit A, Fee Schedule of this Request for Proposal. PLEASE NOTE: The Pricing Page shall be placed in a separate sealed envelope clearly marked on the outside “PRICING PAGE EXHIBIT A”.

5.2 Any cost and/or pricing data submitted or related to the bidder’s offer, whether required or voluntary, shall be subject to evaluation if deemed by the University to be in its best interest including any cost and/or pricing data related to the contractual extension periods.

5. **PROPOSED METHOD OF PERFORMANCE:**

5.1 Bids will be evaluated based on the bidder’s distinctive plan for performing the requirements of the RFP as set forth in Part Three, Scope of Services.

5.2 The bidder should present a written narrative which demonstrates the method or manner in which the bidder proposes to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems and plans of proposed action.

5.2.1 The bidder should specifically address and/or submit the following:
   a. Telephone number to call for 24 hour service.

**END OF SECTION**
The bidder shall state firm, fixed prices for providing services in accordance with the terms and conditions set forth herein.

Cost Owner Hosted as specified herein: .................................................... $____________________

MBE/WBE PERCENTAGE OF PARTICIPATION: MBE____% WBE_____%

The Owner reserves the right to reject any or all bids and to waive informalities. Bids shall remain valid for ninety (90) days after openings.

I (we) received Amendment number______(fill in number received-- if none, write none.)

__________________________________________  ______________________________________
Company Name                                  Authorized Signature

__________________________________________  ______________________________________
Authorized Signature                            Telephone/Fax Numbers