



The University of Montana
REQUEST FOR PROPOSAL (RFP)
(THIS IS NOT AN ORDER)

RFP Number: UOM-RFP-2025-3318

RFP Title: Redesign The University of Montana-Helena College Website

RFP Response Due Date and Time:
October 31, 2025 2 p.m. Mountain Standard Time

Number of Pages: 35

ISSUING AGENCY INFORMATION

Michelle Wunder
Procurement Officer
Email: Michelle.Wunder@umontana.edu

Issue Date: 10/03/2025

University of Montana
Business Services—Procurement
Lommasson Center 236
Missoula, Montana 59812

Website:
<https://spb.mt.gov/eMACS-Resources>

INSTRUCTIONS TO OFFERORS

The State of Montana has a new vendor registration and bids/proposals system (eMACS). This system provides vendor registration and electronic bid notification to all registered vendors. Please visit <https://spb.mt.gov/eMACS-Resources> to register and to learn more about the new system!

RFP Number: UOM-RFP-2025-3318
RFP Due Date: 10/31/2025

Special Instructions:

IMPORTANT: OFFERORS MUST COMPLETE AND SUBMIT THIS COVER SHEET WITH SUBMISSION. ALSO REVIEW STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

(Name/Title)

(Signature)

Print name and title and sign (electronic verified signature). By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

Offeror E-mail Address:

Offeror Phone Number:

INSTRUCTIONS TO VENDOR

The above COVER SHEET must be filled out and attached.

The COVER SHEET must be digitally signed and attached to your response. Bidder's bid must be signed by an individual authorized to legally bind the offeror. The Bidder's signature guarantees that the bid has been established without collusion. Bidder shall provide proof of authority of the person signing the IFB upon the University's request.

Questions related to this bid should be asked on or before **October 15, 2025** through the eMACS Q&A Board.

Please be sure you certify and submit your bid when it is completed. If you need assistance with the bidding software or to verify your bid has been completely submitted, please contact the eMACS help-desk at 1-406-444-2575 or via email at eMACS@mt.gov

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UNIVERSITY OF MONTANA - HELENA COLLEGE STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract or purchase order, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation, contract, or purchase order.

BIDS/PROPOSALS/SOLICITATIONS:

1. **ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The University reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the University. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.
2. **ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the University's solicitation document and a vendor's response, the language contained in the University's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.
3. **DEBARMENT:** The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the University.
4. **FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the University of Montana.
5. **LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure their bid is posted in eMACS before the posted close time.
6. **RECIPROCAL PREFERENCE:** The University of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for non-construction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <https://spb.mt.gov/Vendor-Resources/Preferences> .
7. **SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the University of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

PURCHASE ORDERS/CONTRACTS:

8. **ACCESS AND RETENTION OF RECORDS:** The Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the University of Montana or third party.
9. **ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)
10. **AUTHORITY:** The attached bid, request for proposal, limited solicitation, contract, or purchase order is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.
11. **CHANGES IN WORK or INCREASE IN CONTRACT/PURCHASE ORDER AMOUNT:** Prior approval must be obtained in the form of a contract addendum or purchase order adjustment from University Procurement Services. A

request by the Contractor or the University Department representative shall be accompanied by an itemized statement, which details all costs that would be incurred to effect the change. Contractor shall provide a complete statement of all actual costs to be incurred for each requested change. This information will be approved by the University Department and sent to the University of Montana Procurement Services for the contract addendum to be signed by both parties and/or the purchase order to be adjusted.

12. **COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.
13. **COMPLIANCE WITH WORKERS' COMPENSATION ACT:** Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the University in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are University employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the University of Montana, Procurement Services, 32 Campus Drive, Missoula, MT 59812-2304.
14. **CONFIDENTIALITY:** Contractor agrees that information not generally known to the public to which the Contractor has been or will be exposed as a result of the Contractor's work with and for the University is confidential information that belongs to the University. This includes information developed by the Contractor, alone or with others, or entrusted to the University by its customers or others. The University's confidential information includes, without limitation, information relating to the University's trade secrets, know-how, procedures, purchasing, accounting, marketing, sales, customers, distributors, and employees. Contractor will hold the University's confidential information in strict confidence and will not disclose or use it except as authorized by the University for the University's benefit. Contractor also acknowledges and agrees not to disclose, and has not been asked to disclose, confidential information learned from prior individuals or companies. The confidentiality provision of this agreement shall survive after the Contractor's services to the University ends, regardless of the reason it ends, and shall be enforceable regardless of any claim the Contractor may have against the University.
15. **CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without University Procurement Services prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense.
16. **CONTRACTOR:** The Contractor is an independent contractor or a business providing services for the University of Montana. Neither the Contractor nor any of his employees are employees of the University of Montana or any agency or division thereof, nor will they be considered employees of the University of Montana under any subsequent amendment to the contract or purchase order unless otherwise expressed.
17. **DISABILITY ACCOMMODATIONS:** The University does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.
18. **FORCE MAJEURE:** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other

causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition excuses a party's obligations under this contract, unless the parties mutually agree that the obligation is merely suspended because of the condition.

19. **HOLD HARMLESS/INDEMNIFICATION:** The Contractor agrees to protect, defend, and save the University, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the University, under this agreement

20. **INVOICES:** Except where stipulated otherwise on the purchase order, address all invoices to:

University of Montana
Accounts Payable
32 Campus Drive
Missoula, MT 59812-2304

or send via email to montana.invoices@trustflowds.com. Invoices sent via email must meet these requirements:

- a. All invoices **must** reference the purchase order number.
- b. All invoices must have a unique invoice number – 15 max. characters and a number is preferred.
- c. All invoices may state their remittance address.
- d. All invoices **must** be PDF attachments with scan image quality of at least 300dpi.
- e. UM will accept multiple PDF attachments in a single email.
 - Each invoice must be a single PDF.
 - One PDF equals one invoice.
 - UM will not accept multiple invoices within the same PDF attachment.

f. Do not send correspondence to montana.invoices@trustflowds.com as any text or additional information in the email will be discarded.

21. **PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the University is allowed 30 days to pay such invoices.(See section 17-8-242 MCA).

22. **REDUCTION OF FUNDING:** The University must terminate this contract if funds are not appropriated or otherwise made available to support the University's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

23. **REFERENCE TO PURCHASE ORDER:** The purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the University is not obligated to pay the invoice.

24. **REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

If you are conducting business under your own full legal name, you do not need to register with the Secretary of State.

25. **SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.
26. **SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.
27. **SUBCONTRACTS:** The Contractor may not transfer, assign or subcontract this contract or resulting purchase order or any interest therein without the express written approval of the University of Montana. In the event a subcontract is authorized by the University, the Contractor will inset in any subcontract the clauses set forth in this contract and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into together with a clause requiring this insertion in any further subcontracts that may in turn be made.
28. **TAX EXEMPTION:** The University is exempt from Federal Excise Taxes (#81-6001713).
29. **TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no University funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA.). In addition, Contractor acknowledges that such information technology equipment and software will provide equal and effective access to all individuals in accordance with federal and state laws and regulations, including, but not limited to the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and Section 508 of the 1973 Rehabilitation Act. Contractor must meet the accessibility standards of WCAG 2.0 Level AA for web-based technology and Section 508 of the Rehabilitation Act and the Americans with Disabilities Act for other Electronic Information Technology; and warrants that any technology provided complies with these standards and any applicable current federal and state disability laws.
30. **TERMINATION OF CONTRACT:** Unless otherwise stated, the University may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.
31. **U.S. FUNDS:** All prices and payments must be in U.S. dollars.
32. **VENUE:** This solicitation/bid/proposal/contract/purchase order is governed by the laws of Montana. The parties agree that any litigation concerning this solicitation/bid/proposal/contract/purchase order must be brought in the District Court for Missoula County, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)
33. **WARRANTIES (NON-INFORMATION TECHNOLOGY):** The Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. The Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the University specifies otherwise. Exceptions will be rejected.
34. **WARRANTY FOR INFORMATION TECHNOLOGY SERVICES:** The Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. University agrees to provide timely written notice of any failure to comply with this warranty so that the Contractor can take corrective action.
35. **WARRANTY FOR SOFTWARE:** For a period of ninety (90) days from the date of receipt of software, the Contractor warrants that: (i) the unmodified software will provide the features and functions, and will otherwise conform to all published documentation including on the Contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.
36. **WARRANTY FOR INFORMATION TECHNOLOGY HARDWARE:** The Contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications. The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the Contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, University may return it to the Contractor for a full refund.
37. **WARRANTIES (INFORMATION TECHNOLOGY SPECIFIC)**

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

These warranties are the University's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

38. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the University of Montana prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, The University of Montana makes no guarantee of any public procurement unit participation in this contract.

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SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date	October 3, 2025
Pre-Proposal Conference Call	October 8, 2025
Deadline for Receipt of Written Questions	October 15, 2025
Deadline for Posting Written Responses to the State's Website	October 20, 2025
RFP Response Due Date	October 31, 2025
Intended Date for Contract Award	November, 2025

NOTICE

From the issuance date of this RFP until a Contractor(s) is selected and the selection is announced, offerors are not allowed to communicate with any University staff or officials regarding this procurement, except at the direction of **Michelle Wunder**, the designated representative of The University of Montana Procurement Services. Any unauthorized contact may disqualify the offeror from further consideration.

Procurement Officer: Michelle Wunder
E-mail Address: Michelle.Wunder@umontana.edu

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DEFINITIONS

The following terminologies shall be used throughout this Request for Proposal:

Business Services - Procurement - Used herein to refer to an office of Business Services at the University of Montana - Missoula.

Campus – May refer to University of Montana (Missoula); Montana Technological University (Butte), University of Montana Western (Dillon), and Helena College University of Montana (Helena). Missoula College (Missoula) is an ancillary campus. Context will determine which location or if all are corporately considered.

Contract - Used herein to refer to the contract, agreement, purchase order, and/or other documents generated by the final award.

Contractor - Used herein to refer to the company, firm, vendor, or corporation receiving the final award.

MCA - Montana Code Annotated, codified statutes of the State of Montana.

Offeror, Responder, Proposer, and Vendor - Used herein to refer to the company, firm, or corporation formally submitting a response to this RFP. When the contract is awarded, these terms shall be understood to mean the firm, individual, or corporation receiving the award

Part, section, subsection – Used herein to refer to various parts of this document designated by roman numerals, alphabetic, and integer indicators.

Response or proposal - Used herein to refer to a written proposal to provide services, products and/or equipment in accordance with this RFP.

RFP - Request for Proposal, used herein to refer to this document or the bid event referenced by this document.

University - University of Montana consists of four campuses: University of Montana-Missoula, located in Missoula, Montana; University of Montana Western, located in Dillon, Montana; Montana Technological University, located in Butte, Montana; and Helena College University of Montana, located in Helena, Montana.

Helena College – Helena College University of Montana– The two campuses located in Helena, Montana, include the Donaldson Campus and the Airport Campus.

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1.1 PROJECT OVERVIEW AND INSTRUCTIONS

The University of Montana – Helena College (hereinafter referred to as “the University”) is seeking a contractor to provide a proposal for a qualified vendor to redesign Helena College’s institutional website to enhance design, navigation, and functionality. The project must reflect the College’s mission and values, improve usability and accessibility, and ensure compliance with Web Content Accessibility Guidelines (WCAG) 2.1. The redesigned site should serve prospective and current students, faculty, staff, and the broader community. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

INSTITUTIONAL PROFILE

The University of Montana comprises four primary campuses and several ancillary campuses. These are University of Montana-Missoula, Montana Technological University, University of Montana Western, and Helena College University of Montana.

Helena College University of Montana. Helena College University of Montana is a two-year institution that offers 28 degrees and certificates across trades, technical, and general education fields. In addition, the College provides personal enrichment courses and customized workforce training that serve students and employers throughout the Helena community. Helena College supports a diverse community by providing the paths and tools necessary for learners to achieve their educational and career goals and aspires to empower students through impactful, affordable, lifelong education. Through strong partnerships with local industries, Helena College prepares students for high-demand careers while supplying businesses with a skilled workforce.

Helena College maintains two campuses in Helena, Montana. The Donaldson Campus serves as the main facility, housing the majority of administrative and student support services as well as academic programs in general education, IT & programming, accounting & business, nursing, and cosmetology, in addition to seamless transfer pathways for students pursuing general education transfer degrees. The Airport Campus, located two miles away, provides hands-on training in automotive technology, aviation maintenance technology, CNC machining, diesel technology, welding and metal fabrication, metals technology, and fire and emergency services..

1.2 CONTRACT TERM

The contract term shall take effect on bid award date, and end on **November 30, 2026**, unless terminated earlier in accordance with the terms of the contract. (Mont. Code Ann. § 18-4-313.). In no event a contract as a result of this RFP is not binding on the University unless the University’s authorized representative signature and the University’s Business Services - Procurement Officer’s signature approving the form of the contract has signed it. The legal counsel signature approving legal content of the contract, does not constitute an authorized signature. The parties may mutually agree to a renewal of this contract in **one**-year intervals, or any interval that is advantageous to the University. This contract, including any renewals, may not exceed a total of **seven (7)** years, at the University's option.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors shall not communicate with any University staff or officials regarding this procurement, except at the direction of Michelle Wunder**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Michelle Wunder
Address: Business Services-Procurement Services, Lommasson Center, Missoula, MT 59812
E-mail Address: michelle.wunder@umontana.edu

The University assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.4 REQUIRED REVIEW

1.4.1 Review RFP. Offerors shall carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of written or e-mailed inquiries set forth below in Section 1.4.2. The University will determine any changes to the RFP.

1.4.2 Form of Questions. Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues in writing using the State of Montana's eMACS system at <http://bids.mt.gov/> on or before **October 15, 2025 2:00PM MDT**. Offerors are to submit questions using the Vendor RFP Question and Answer section in the eMACS system at <http://bids.mt.gov/> for this RFP. Clear reference to the section, page, and item in question must be included in the offeror's questions. Questions received after the deadline may not be considered.

1.4.3 University's Response. The University will provide a written response by **October 20, 2025 2:00PM MDT** to all questions received by **October 15, 2025 2:00PM MDT**. University's response may be by a written addendum or an answer in the eMACS Question and Answer section of the eMACS system by the close of business on the date listed. A prerequisite on the State of Montana's eMACS system may be required to confirm you have read the eMACS Question and Answer section at <http://bids.mt.gov/> for this RFP. Any other form of interpretation, correction, or change to this RFP will not be binding upon the University.

1.5 PRE-PROPOSAL CONFERENCE/CONFERENCE CALL

An **optional** Pre-Proposal Conference/Conference Call will be conducted on **October 8, 2025** at a time announced on the Q&A Board of the RFP event in eMACS. Instructions will be provided in that announcement. Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, and to notify the University of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions during the Pre-Proposal Conference/Conference Call will be oral and in no way binding on the University. Participation in the Pre-Proposal Conference/Conference Call is optional; however, it is advisable that all interested parties participate.

1.6 GENERAL REQUIREMENTS

1.6.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in the Prerequisite Content of the eMACS bid system.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law.

Offerors requesting additions or exceptions to the standard terms and conditions, contract terms, shall submit them to the procurement officer listed above by the date in Section 1.4.2. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The University reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring offeror during contract negotiation.

The University shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all offerors submitting a response to this RFP. The University will determine any changes to the standard terms and conditions and/or contract.

1.6.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract. The University's contract contains the contract terms and conditions which will form the basis of any contract between the University and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the University, will govern in the same order of precedence as listed in the contract.

1.6.3 Omitted.

1.6.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

1.6.5 Omitted.

1.6.6 Offer in Effect for 120 Days. Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date, or receipt of best and final offer, if required.

1.6.7 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The University reserves the right to approve all subcontractors. The Contractor shall be responsible to the University for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the University.

1.7 SUBMITTING A PROPOSAL

1.7.1 Organization of Proposal. Offerors must follow this “Instructions to Vendor” under the “Prerequisite Content” in the State of Montana eMACS system. Offeror must attach documents when directed by the “Instructions to Vendor”. Proposal pages must be consecutively numbered.

1.7.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. Further, the University may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

1.7.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

1.7.4 Late Proposals. *Regardless of cause, the University shall not accept late proposals. Such proposals will automatically be disqualified from consideration.* (See Administrative Rules of Montana (ARM) 2.5.509.)

1.8 COSTS/OWNERSHIP OF MATERIALS

1.8.1 University Not Responsible for Preparation Costs. Offeror is solely responsible for all costs it incurs prior to contract execution.

1.8.2 Ownership of Timely Submitted Materials. The University shall own all materials submitted in response to this RFP.

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2.1 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The University shall use only the evaluation criteria outlined in this RFP.

2.2 OFFEROR COMPETITION

The University encourages free and open competition to obtain quality, cost-effective services and supplies among offerors. Whenever possible, the University designs specifications, proposal requests, and conditions to accomplish this objective.

2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.3.1 Public Information. Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the University; and (3) other constitutional protections. See section 18-4-304, MCA.

2.3.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation reviews the proposals for information that meets the exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://vendor.mt.gov> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submits a "right to know" (open records) request.

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive. The University shall initially classify all proposals as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. The University may deem a proposal nonresponsive if: 1) any of the required information is not provided; 2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or 3) the proposal does not meet RFP requirements and specifications. The University may find any proposal to be nonresponsive at any time during the procurement process. If the University deems a proposal nonresponsive, it will not be considered further.

2.4.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined nonresponsive at any time during the procurement process if information surfaces that supports a nonresponsible determination. If an offeror is found nonresponsible, the procurement officer will notify the offeror by mail. The determination will be made a part of the procurement file.

2.4.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend an award to the highest scoring Offeror. The University reserves the right to accept or reject any or all proposals, wholly or in part, and to award to multiple vendors, if necessary, if deemed in the best interest

of the University. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to the University. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.4.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Omitted.

2.4.6 Omitted.

2.4.7 Best and Final Offer. Under Montana law, the procurement officer may request a best and final offer if additional information is required to make a final decision. The University reserves the right to request a best and final offer based on price/cost alone. Please note that the University rarely requests a best and final offer on cost alone.

2.4.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/ evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.

2.4.9 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the procurement officer will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the University's selection.

2.4.10 Contract Execution. Upon receipt of all required materials, a contract incorporating the Standard Terms and Conditions listed in the State of Montana eMACS system in the "Prerequisite Content", as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in this RFP. If the highest scoring offeror does not accept all material requirements, the University may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

2.5 UNIVERSITY'S RIGHTS RESERVED

While the University has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by The University of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the University, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the University's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the University determines adequate funds are not available (section 18-4-313, MCA).

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SECTION 3: SCOPE OF PROJECT

3.0 SCOPE OF PROJECT

Helena College seeks a qualified vendor to redesign its institutional website to enhance design, navigation, and functionality. The project must reflect the College's mission and values, improve usability and accessibility, and ensure compliance with Web Content Accessibility Guidelines (WCAG) 2.1. The redesigned site should serve prospective and current students, faculty, staff, and the broader community.

3.1 SITE INSPECTION

Vendors are expected to conduct a thorough review of the existing Helena College website and digital infrastructure. This includes:

- Auditing current content and site architecture.
- Identifying usability issues and accessibility gaps.
- Evaluating integration points with the existing Cascade CMS platform.
- Reviewing stakeholder feedback and analytics to inform redesign priorities.

3.2 GENERAL PROVISIONS

The vendor must:

- Conduct stakeholder interviews and user research to define goals, audiences, and key performance indicators.
- Develop a modern, responsive design aligned with Helena College's brand.
- Create wireframes and prototypes for key page templates.
- Ensure intuitive navigation and user-friendly interfaces.
- Ensure full compliance with WCAG 2.1 standards.
- Collaborate with Hannon Hill/Cascade CMS for seamless integration.
- Build the site using best practices in modern web development.
- Conduct QA testing across devices and browsers.
- Complete the project within a mutually agreed timeline, from kickoff to go-live. The vendor must propose a detailed project schedule including key milestones (e.g., discovery, design, development, testing, launch) and final delivery date.
- Establish milestone-based checkpoints to assess progress and performance against expectations. These may include completion of stakeholder interviews, delivery of wireframes, prototype approval, CMS integration, and QA testing. Helena College reserves the right to review and approve each milestone before proceeding to the next phase.
- Collaborate with Helena College to incorporate both existing and newly developed content—including text, images, audio, and video—provided by the College. The vendor is not responsible for creating original media assets but must work closely with Helena College to ensure all content meets accessibility standards, including WCAG 2.1 compliance.

3.2.1 Performance Penalties Failure to meet agreed-upon milestones without prior written approval may result in:

- Reduction or withholding of final payment until deliverables are met.
- Termination of contract if delays exceed 4 weeks or if deliverables consistently fail to meet specifications.

3.2.2 Definition of Completion For this project, completion is defined as delivery of all contracted features, full WCAG 2.1 compliance, successful integration with Cascade CMS, and final approval by Helena College's designated project lead.

3.3 REQUIRED SERVICES AND EQUIPMENT

The vendor shall provide:

- Professional services for discovery, design, development, testing, and training.
- CMS-compatible templates and modules.
- Accessibility testing tools and remediation services.

- QA testing tools for cross-browser and cross-device compatibility.
- Training materials and sessions for Helena College staff.
- Post-launch support and maintenance services.

3.4 PREMISES

All work may be performed remotely, but vendors must be available for virtual meetings and collaboration with Helena College stakeholders. Access to Helena College's digital environment and CMS will be provided as needed. Vendors must ensure secure handling of institutional data and comply with Helena College's IT and privacy policies.

3.5 ADDITIONAL REQUIREMENTS

- Provide training for Helena College staff on content updates and CMS usage.
- Offer post-launch support including fixes for any discovered bugs for a period of three (3) months following the official launch.
 - A "bug" is defined as a defect or error that causes the website to function in a way that is inconsistent with the specifications outlined in the original contract or approved design documents.
 - Any issue that results from a deviation from agreed-upon functionality, layout, or performance expectations will be treated as a bug and addressed at no additional cost during the support period.
 - Requests for enhancements, new features, or changes not documented in the original scope of work will be considered out-of-scope and may require a separate agreement or change order.
- Monitor the website's performance for a period of three (3) months following the official launch. This includes tracking key performance indicators (KPIs) such as page load time, uptime, bounce rate, and user engagement metrics.
- Deliver complete documentation and source files upon project completion.
- Ensure scalability and flexibility for future enhancements.
- Maintain open communication and regular progress reporting throughout the project lifecycle.

3.5.1 Contractor expressly understands and recognizes that it is neither an agent or representative of The University of Montana, the Board of Regents of Higher Education of the Montana University System, or the State of Montana, nor does it have any standing with those entities other than as herein described. The Contractor expressly covenants and agrees that under no circumstances will the Contractor ever hold itself out or its agents or employees to be agents or representatives of those entities, nor will the Contractor in any fashion publish any advertising message in any advertising medium which would lead any person to believe that the Contractor was the agent or representative of those of The University of Montana, the Board of Regents of Higher Education of the Montana University System, or the State of Montana.

3.5.2 No assignment, transfer, hypothecation of this contract, or any rights to any monies due, or payable to, may be made in whole or in part without written Business Services-Purchasing approval.

3.5.3 News releases or advertising pertaining to this project, RFP, or subsequent contract will not be made without prior written University approval, and then only in coordination with the University and its Business Services – Purchasing Office. A contract agreement issued as a result of this RFP does not entitle the Contractor to use the trademark, logo, seal, or any copyrighted material of the Montana University System and its campuses.

3.5.4 Reporting, Record Keeping, and Audits: The Contractor agrees that The University of Montana, Montana Legislative Fiscal Analyst, and the Montana Legislative Auditor may audit all records, reports and other documents that the Contractor maintains under the course of this Contract Agreement as required by state statutes, such records, reports, and other documents may be audited at any reasonable time up to four (4) years after the Contract Agreement termination date.

SECTION 4: OFFEROR QUALIFICATIONS

4.1 UNIVERSITY'S RIGHT TO INVESTIGATE AND REJECT

The University may make such investigations as deemed necessary to determine the offeror's ability to perform the services specified. The University reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the University that the offeror is properly qualified to perform the obligations of the contract. *This includes the University's ability to reject the proposal based on negative references.*

4.2 OFFEROR QUALIFICATIONS

To enable the University to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the University's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.2.1 References. Offeror shall provide a minimum of three (3) references that are using or have used services of the type proposed in this RFP. The references may include state governments or universities for whom the offeror, preferably within the last five (5) years, has successfully completed a redesign of a project similar to the one specified in this RFP.. At a minimum, the offeror shall provide the company name, location where the services were provided, contact person(s), contact telephone number, e-mail address, and a complete description of the services provided, and dates of service were provided. These references may be contacted to verify offeror's ability to perform the contract. The University reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification.

4.2.2 Company Profile and Experience. Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:

1. **Relevant Past Projects:** A detailed description of any similar web development projects, especially relating to complete overhauls of an existing school's entire site.
2. **Project Manager Experience/Resume:** Who is to be project manager? List their qualifications and past experience managing a project similar to this.
3. **Years in Business:** Offerors shall specify how long the company submitting the proposal has been in business designing, redesigning or refreshing company, school or corporate websites.

4.2.3 Resumes. A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.

4.2.4 Equal Pay for Montana Women. Executive Order No. 12-2016 promoting equal pay for Montana women directs the Department of Administration to include incentives in the RFP process for contractors who engage in best practices to promote wage transparency. These best practices include the following:

- (a) posting salary ranges in employment listings;
- (b) certifying that the contractor will not ask about wage history in employee interviews; and
- (c) certifying that the contractor will not retaliate or discriminate against employees who discuss or disclose their wages in the workplace.

☐ No, I do not agree.

Statement of Compliance with Equal Pay for Montana Women. Offeror indicating it will comply with Executive Order No. 12-2016 will receive 5% BONUS of the total points available. Offerors who do not comply will not receive the bonus points. Offerors are required to sign and upload a PDF copy of this certification with their proposal to certify compliance.

- ☐ Yes, I agree and will comply with the best practices to promote wage transparency outlined in Executive Order No. 12-2016.

Company Name (Clearly Printed): _____

Authorized Signature: _____

Date: _____

4.2.5 Fire Arms Freedom Act created by House Bill No. 0356. By entering into this bid, you agree to be bound by the Montana Firearms Freedom Act, Title 30, Chapter 20, of the Montana Code Annotated. At no point during the term of this bid or after will you engage in practices, policies, guidance, or directives that discriminate against a firearm entity or firearm trade association, as defined under Montana law. The University of Montana retains the legal right to terminate this bid and any agreement if you are found to be in violation of this clause.

- ☐ No, I do not agree.

Statement of Compliance with Fire Arms Freedom Act. Offerors indicating it will comply if terms are applicable with HB No. 0356 and the Fire Arms Freedom Act will be scored. Offerors who do not comply will not be scored or considered for business. Offerors are required to sign and upload a PDF copy of this certification with their proposal to certify compliance.

- ☐ Yes, I agree and will comply if applicable the requirements in House Bill No. 0356 and the Montana Firearms Freedom Act.

Company Name (Clearly Printed): _____

Authorized Signature: _____

Date: _____

4.2.6 Omitted

4.2.7 Omitted

4.2.8 Your Turn. This section gives offeror the opportunity to provide information "in its own words" regarding its assets, skills, and expertise and what makes it the best offeror for the job.

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SECTION 5: COST PROPOSAL

5.1 COST PROPOSAL

All subsections of Section 5 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

To ensure transparency and facilitate an equitable evaluation process, Helena College requires all vendors to submit a detailed cost proposal using the standardized format provided below. This format is designed to allow for direct comparison across submissions and must be completed in full. All costs should be quoted in U.S. dollars and must include any applicable taxes, fees, or surcharges. Vendors must clearly indicate whether each item is a fixed cost, hourly rate, or estimated total. Optional services should be clearly marked as such.

Cost Proposal Table

Cost Category	Description	Unit Type	Unit Cost (USD)	Estimated Quantity	Total Cost (USD)
1. Project Management	Planning, coordination, reporting, and stakeholder communication	Hourly / Fixed			
2. Discovery & Requirements	User research, stakeholder interviews, content audit, technical assessment	Hourly / Fixed			
3. Design	Wireframes, mockups, responsive design, accessibility compliance	Hourly / Fixed			
4. Development	Front-end and back-end coding, CMS setup, database integration	Hourly / Fixed			
5. Content Migration	Transfer of existing content, formatting, and optimization	Per Page / Fixed			
6. Testing & QA	Browser testing, accessibility checks, performance testing	Hourly / Fixed			
7. Training & Documentation	Admin training, user guides, technical documentation	Hourly / Fixed			
8. Hosting Setup (if applicable)	Initial setup of hosting environment, DNS configuration	Fixed			
9. Ongoing Maintenance (Optional)	Post-launch support, updates, bug fixes (first 12 months)	Monthly / Fixed			
10. Other Costs	Any other costs not covered above (please specify)	Specify			
Total	Estimated total cost of project.				

Additional Instructions to Vendors

- This sheet may only be changed by increasing the depth of the line items to add space. It cannot be modified in wording or design and must be completely filled out. A response of "\$0" or "No Cost" in a field is acceptable. Additional information requested or described below may be included in a separate document attached to the proposal clearly referencing the line item 1 – 10 above.
- A response of "see attached document" in the cost proposal matrix above is unacceptable. The cost proposal matrix must be completed with cost figures. Expanded information may be addressed in a separate document in addition to the completed cost proposal matrix.
- Clearly define any assumptions behind cost estimates.
- Indicate any discounts or bundled pricing.
- Specify payment milestones (e.g., 30% upon design approval, 40% upon development completion, 30% upon launch).
- Include hourly rates for any roles billed hourly.
- Optional services should be clearly marked and itemized separately.

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SECTION 6: EVALUATION PROCESS

6.1 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on **a total number of 232 points**.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following:

Exceeds Requirement: A response exceeds the requirement when it is a highly comprehensive, excellent reply that goes beyond the requirement of the RFP to provide added value. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency. The response includes a full, clear, detailed explanation of how the solution fits the requirement. No errors in technical writing.

Meets Requirement: A good response that fully meets the requirement and demonstrates and explains clearly and concisely a thorough knowledge and understanding, with no deficiencies noted regarding technical approach.

Mostly Meets Requirements: A basic response that meets the requirements outlined in the RFP but may have one or more deficiencies, such as typos or lack of clarity in explanations. The offeror demonstrates some ability to comply or has mostly explained how their solution fits the general requirements.

Partially Meets Requirement: A fair response that minimally meets most of the requirements outlined in the RFP but may have multiple deficiencies, such as typos. The offeror demonstrates some ability to comply or has partly explained how their solution fits the requirement.

Failed to Meet Requirement: A failed response does not meet the requirement outlined in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter, or they have grossly failed to explain how their solution meets the requirement.

6.2 EVALUATION CRITERIA

The awards will be based upon a comprehensive review, analysis, and negotiation of the proposals that best meet the needs and objectives of the University. Available points will be based on information presented in each proposal. Comparisons will be made by matching all applicable data to the RFP specifications, accepted industry standards, and all other qualified responses to the RFP. Point value for criteria will be subjectively assigned by each Evaluation Committee member. Each member's point assignments will be averaged by the total number of Evaluation Committee members to arrive at the total points to be assigned to each category of each Proposal.

After determining responsiveness, proposals will be reviewed and evaluated in accordance with the following categories and respective weighted criteria deemed to be in the University's and students' best interests based on a maximum possible value of **232 points**, not including possible 10 bonus points for the Equal Pay for Montana Women statement of compliance.

There will be 2 stages of the evaluation process. Stage 1 will be the initial Determination of Responsive and Responsible proposals and scoring. Those proposals not eliminated in the initial determination of responsive and responsible proposals will then be eligible for scoring. The committee will individually score the proposals and review the references and resumes. Stage 2 will be the presentation of the scores by the committee with the Procurement Officer for review, and a final scoring conducted. The Committee may determine demos by the vendors are necessary to address any ambiguities and assist with final scores. Multiple vendors may be awarded. The University reserves exclusive right to not award a vendor whose score does not meet an acceptable level as determined during the evaluation stages. An award does not guarantee a vendor a sale, only that their products presented will be made available for purchase by Helena College and those it serves.

Cost Point Calculation

The Total Project Cost will be evaluated as follows: Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 200. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 200 points. Offeror B would receive 134 points ($(\$20,000/\$30,000) = 67\% \times 200 \text{ points} = 134$).

Cost Formula

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

Pass/Fail Areas

In awarding a Pass or Fail evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Pass: Response indicates that criteria have been met completely.

Fail: Response indicates that criteria is not present or has not been met.

Mandatory Requirements (Pass/Fail) (Must reference the item in the proposal and either attach the required documents or include the response "I will comply with this commitment" at the end of respective item to Pass).

a. Commitment to WCAG 2.1

b. Commitment to privacy compliance (FERPA, cookie consent, data retention, student data protection)

c. Proof of Insurance (GL, cyber)

d. Proof of financial stability (submit with proposal, may use Company Profile, references, etc.)

e. Three current relevant references with similar work performed (must submit with proposal)

f. Scope fit (submit with proposal addressing design, CMS, migration, LMS integration, analytics, SEO, training)

Scored Criteria

#	Category	Points
1	User Experience & Design	40
2	CMS & Engineering Approach	30
3	Content Migration & Governance	22
4	SEO, Analytics & Performance	16
5	Security, Privacy & Compliance	16
6	Project Management & Methodology	25
7	Vendor Experience & Team	16
8	Training, Change Management & Handoff	10
9	Support, Warranty & SLAs	10
10	Price & Value (Total Cost of Ownership)	47
11	Equal Pay for Montana Women	10 Bonus
Total Points		225 + bonus

6.3 Detailed Rubrics

User Experience & Design (40)

- Discovery plan (workshops, user interviews, analytics review).
- Information architecture & navigation strategy; content models.
- Wireframes, responsive design, component library/design system.
- Accessibility-by-design (contrast, focus states, keyboard nav).
- Content strategy (voice & tone, editorial standards, inclusive language).

CMS & Engineering Approach (30)

- CMS fit (authoring experience, roles/permissions, workflows).
- Extensibility, code quality, environments, CI/CD/DevOps.
- Integrations (CRM, SSO, forms, marketing automation, DAM, search).

- API design, headless/hybrid options, future-proofing.
- QA strategy (unit, integration, accessibility, cross-browser/device).

Content Migration & Governance (22)

- Inventory & audit, migration tooling/automation.
- Redirect strategy (legacy URLs), taxonomy & metadata.
- Editorial governance (roles, workflows, content lifecycle).

SEO (Search Engine Optimization), Analytics & Engagement (16)

- Technical SEO (structured data, sitemaps, robots, canonical).
- Analytics setup (GA4 or privacy-centric alternative), student engagement tracking, tag governance.
- Performance budgets & Core Web Vitals targets with plan.

Security, Privacy & Compliance (16)

- Secure coding, dependency mgmt, pentest plan, vuln remediation SLAs.
- Privacy (consent mgmt, data retention, DPA readiness).
- Hosting security (backups, DR testing cadence, monitoring).

Project Management & Methodology (25)

- Delivery approach (Agile/Hybrid), milestones, roadmap, critical path.
- Risk/issue mgmt, stakeholder engagement, communications cadence.
- Change control, requirements traceability, acceptance criteria.

Vendor Experience & Team (16)

- Comparable projects with KPIs/outcomes (before/after).
- Team resumes, allocated FTEs, availability, subcontractor oversight.
- Quality of references; lessons learned.

Training, Change Mgmt & Handoff (10)

Admin/editor training plan & materials; faculty onboarding and support; knowledge transfer.

- Runbooks, architecture docs, support playbooks.

Support, Warranty & SLAs (10)

- Post-launch warranty (60–90 days), severity defs, response/restore times.
- Monitoring, incident mgmt, reporting cadence.

6.4 Tie-Breakers (use in order):

- Highest score in User Experience & Design
- Then highest score in Project Management & Methodology
- Then highest in Vendor Experience & Team
- Then lower Total Cost of Ownership
- If still tied, request limited Best and Final Offer on targeted areas

(RFP CONTRACT TITLE)
(INSERT CONTRACT NUMBER)

THIS CONTRACT is entered into by and between The University of Montana, (The University), whose address and phone number are 32 Campus Drive, Missoula, MT 59812, 406-243-5595 and **(insert name of contractor)**, (Contractor), whose address and phone number are **(insert address and phone number)**.

EFFECTIVE DATE, DURATION, AND RENEWAL

Contract Term. The contract's initial term is **(insert date)**, 20(), **(or upon contract execution)**, through **(insert date)**, 20(), unless terminated earlier as provided in this contract. In no event is this contract binding on The University unless The University's Procurement Officer and authorized representatives have signed it. A legal counsel signature approving legal content of the contract does not constitute an authorized signature.

Contract Renewal. The University may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below) in one-year intervals, or any interval that is advantageous to The University. This contract, including any renewals, may not exceed a total of seven years. All renewals shall be authorized through a renewal addendum and agreed to by all parties through their signatures on said renewal addendum.

COST ADJUSTMENTS

Cost Adjustments Negotiated Based on Changes in Contractor's Costs. After the Contract's initial term and if The University agrees to a renewal, the parties may negotiate cost adjustments at the time of contract renewal. Any cost increases must be based on demonstrated industrywide or regional increases in Contractor's costs. The University is not obligated to agree upon a renewal or a cost increase.

SERVICES AND/OR SUPPLIES

Contractor shall provide The University the following **(insert a detailed description of the supplies, services, etc., to be provided to correspond to the requirements specified in the Scope of Project as listed in the solicitation)**.

WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The University's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, The University may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

These warranties are The University's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

CONSIDERATION/PAYMENT

Payment Schedule. In consideration of the services to be provided, The University shall pay Contractor according to the following schedule: **(insert pay schedule)**.

Compensation for services MONTHLY billing shall not exceed: \$xxxxxxxx. Contractor shall submit an invoice monthly for completed work. Payment to Contractor will be made after The University reviews and accepts the work described on the invoice.

Compensation for services ANNUAL billing shall not exceed: \$xxxxxxx. Contractor shall submit an invoice annually. Payment to the Contractor will be made after The University reviews and accepts the work described on the invoice.

Travel Reimbursement: Travel and reasonable related expenses will be reimbursed at state rates with original or a copy of receipts after The University's approval, not to exceed \$xxxxxx

Withholding of Payment. In addition to its other remedies under this contract, at law, or in equity, The University may withhold payments to Contractor if Contractor has breached this contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

Payment Terms. All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, The University has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA.

Reference to Purchase Order. The purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, The University is not obligated to pay the invoice.

Invoices. Except where stipulated otherwise on the purchase order, address all invoices to:

University of Montana
Accounts Payable
32 Campus Drive
Missoula, MT 59812-2304

or send via email to montana.invoices@trustflows.com Invoices sent via email must meet these requirements:

1. All invoices must reference the purchase order number.
2. All invoices must have a unique invoice number – 15 max. characters and a number is preferred.
3. All invoices may state their remittance address.
4. All invoices **must** be PDF attachments with scan image quality of at least 300dpi.
5. UM will accept multiple PDF attachments in a single email.
 - Each invoice must be a single PDF.
 - One PDF equals one invoice.
 - UM will not accept multiple invoices within the same PDF attachment.
6. Do not send correspondence to montana.invoices@trustflows.com as any text or additional information in the email will be discarded

COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the University of Montana prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, The University of Montana makes no guarantee of any public procurement unit participation in this contract.

ACCESS AND RETENTION OF RECORDS

Access to Records. Contractor shall provide The University, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The University may terminate this contract, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

Retention Period. Contractor shall create and retain all records supporting the services rendered for a period of eight (8) years after either the completion date of this contract or termination of the contract.

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without The University's prior written consent. (18-4-141, MCA) Contractor is responsible to The University for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and The University under this contract.

HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save The University, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of The University, under this contract.

REQUIRED INSURANCE

General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to The University, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by The University, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

Specific Requirements for Professional Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **(insert dollar amount)** per occurrence and **(insert dollar amount)** aggregate per year to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: If "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of this contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by The University. At the request of The University either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The University, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the University of Montana, Procurement Services, Lommasson Center 236, 32 Campus Drive, Missoula, Montana 59812-2304. Endorsement No. or documentation must be provided for Additional Insured Status. This insurance must be maintained for the duration of the contract. The Contractor must notify the University immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The University reserves the right to require complete copies of insurance policies at all times.

Specific Requirements for Cyber/Data Information Security Insurance. The Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal acquisition such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, The University requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to The University. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third-party liability settlements or judgements as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, The University will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the University in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are University employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to Procurement Services, Lommasson Center 236, 32 Campus Drive, Missoula, MT 59812-2304.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (800) 332-6102. An exemption can be requested through the Department of Labor and Industry, Independent Contractor Central Unit (406) 444-9029. Corporate officers must provide documentation of their exempt status.

COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

By entering into this agreement, you certify that you agree, when it is applicable, to the following required by Montana law as of October 1, 2023: If (1) a company is not a sole proprietorship; (2) the company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; and (d) the company is not a sole-source provider, the following certification applies. Pursuant to the Montana Firearms Freedom Act, the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned

subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or a firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” Discrimination against a firearm entity or firearm trade association does not include (1) the established policies of a merchant, retail seller, or platform that restricts or prohibits the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local laws, policies, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on the status of an entity or association as a firearm entity or firearm trade association, which includes the lawful products and services provided by, and the lawful practices of, firearm entities and firearm trade associations. The University of Montana retains the right to terminate this agreement at will if the company is found to be in violation of this clause.

DISABILITY ACCOMMODATIONS

The University does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

CONTRACT PERFORMANCE ASSURANCE

Milestone Payments. The University shall pay Contractor based on completion and acceptance of each milestone defined below.

Payment Holdbacks. (insert %)% will be withheld from each milestone payment. The total amount withheld will be paid to Contractor at the completion and acceptance of the final milestone.

Milestone/Deliverable	Hold Back	Payment % of Total
Milestone 1:	___% of approved invoice	%
Milestone 2:	___% of approved invoice	%
Milestone 3:	___% of approved invoice	%
Milestone 4:	___% of approved invoice	%
Milestone 5:	___% of approved invoice	%

Final Acceptance		100%
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CONTRACT OVERSIGHT

CIO Oversight. The Chief Information Officer (CIO) for the University, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order.

Right to Assurance. If The University, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this contract, The University may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days may, at The University's option, be the basis for terminating this contract and pursuing the rights and remedies available under this contract or law.

Stop Work Order. The University may, at any time, by written order to Contractor require Contractor to stop any or all parts of the work required by this contract for the period of days indicated by The University after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The University Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

System Security. Contractor shall ensure systems delivered under this Agreement are adequately secure. For purposes of this Agreement, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair The University's use of its data and information technology or permit unauthorized access to The University's data or information technology. The State of Montana has established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, Contractor shall provide reasonable proof, through independent audit reports, that the system specified under this Agreement meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of The University's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

Physical Access. Contractor represents and warrants that it has established and during the Term it will at all times enforce:

- (a) Physical protection mechanisms for all information assets and information technology to ensure such assets and technology are stored and protected in appropriate data centers;
- (b) Appropriate facility entry controls limiting physical access to systems that store or process data;
- (c) Processes to ensure access to facilities is monitored and is restricted on a "need to know" basis;
- (d) Controls to physically secure all Confidential Information and to properly destroy such information when it is no longer needed.

Prohibited Activities and Spoofing. Contractor and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt to violate the security of The University's network or interfere or attempt to interfere with The University's systems, networks, authentication measures, servers or equipment, or with the use of or access to the State's network by any other user. Such prohibited activity includes (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of The University's network or other systems; and (iii) attempting to portray itself as The University or an affiliate of The University or otherwise attempting to gain access, without authorization, via the State's network or systems to any account or information technology resource not belonging to Contractor or its officers, employees, agents, subcontractors, and affiliated users ("Spoofing"). Contractor shall not perform unauthorized Spoofing or scanning of any kind, including user account identity. Systems shall not Spoof the mt.gov domain or engage in Email Spoofing. Email Spoofing is the creation

of email messages with a forged sender address. For example, Email Spoofing includes creating or sending emails using The University's domain.

SOC 2 Report Requirements. Contractor will provide the University a copy of each applicable audit report (a "SOC 2 Report") resulting from a SOC 2 audit of the Contractor's control standards in use at the Contractor's facility where the services under this Agreement are performed (each such audit is called a "SOC 2 Audit"). If no SOC 2 Audits have been conducted, and Contractor is unable to provide any SOC 2 Reports, then at the University's request, Contractor will appoint a qualified firm to conduct a SOC 2 Audit, and shall provide the University a copy of each applicable SOC 2 Report. The University requires these sections within the SOC report: security (Common Criteria), Availability, Processing Integrity, Confidentiality and Privacy. To the extent that the SOC 2 Reports provided to the University do not satisfy the University's reporting or audit requirements, the University may conduct its own audits.

CONTRACT TERMINATION

Cancellation/Termination. Either party may terminate this contract with prior written notice if the party determines a cancellation is in the best interest of public health or because any public health situation or government order, guideline, or action related to public health makes the performance of the contract impossible, reasonably impracticable, or frustrates the purpose of the contract.

Termination for Convenience. The University may, by written notice to Contractor, terminate this contract without cause and without incurring liability to Contractor. The University shall give notice of termination to Contractor at least 30 days before the effective date of termination. The University shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date The University's termination takes effect. This is Contractor's sole remedy. The University shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for The University's failure to perform any of its duties under this contract after giving The University written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

Reduction of Funding. The University must, by law, terminate this contract if funds are not appropriated or otherwise made available to support The University's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, The University shall terminate this contract as required by law. The University shall provide Contractor the date The University's termination shall take effect. The University shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, The University shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date The University's termination takes effect. This is Contractor's sole remedy. The University shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

EVENT OF BREACH – REMEDIES

Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior University approval and breaching obligations defined under the Meetings section of this contract; or
- voluntary or involuntary bankruptcy or receivership.

Event of Breach by University. The University's failure to perform any material terms or conditions of this contract constitutes an event of breach.

Actions in Event of Breach.

Upon the Contractor's material breach, The University may:

- terminate this contract; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon The University's material breach, the Contractor may:

- terminate this contract after giving the University written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition excuses a party's obligations under this contract, unless the parties mutually agree that the obligation is merely suspended because of the condition.

WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without Procurement Services prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

LIAISONS AND SERVICE OF NOTICES

Contract Liaisons. All project management and coordination on the University's behalf must be through a single point of contact designated as the University's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the University's liaison and Contractor's liaison.

_____ is the University's liaison.

Title:

Department:

Telephone:

E-mail:

_____ is Contractor's liaison.

Telephone:

E-mail:

Notifications. The University's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, email, or facsimile. If notice is provided by personal service, email, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing.

Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for The University under this contract. Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The University reserves the right to approve Contractor personnel assigned to work under this contract and any changes or substitutions to such personnel. The University's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this contract. The University reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

MEETINGS

Technical or Contractual Problems. Contractor shall meet with The University's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and The University in the performance of their respective obligations, at no additional cost to The University. The University may request the meetings as problems arise and will be coordinated by The University. The University shall provide Contractor a minimum of three (3) full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

Progress Meetings. During the term of this contract, The University's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and The University's progress in the performance of their respective obligations. These progress meetings will include The University's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this contract as required. At each meeting, Contractor shall provide The University with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of The University to perform its obligation under this contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by The University, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

The University's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of The University's failure or delay in discharging any University obligation, The University shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If The University agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by Contractor. This is Contractor's sole remedy. If The University does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to The University or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The University shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If The University terminates a project or this contract for cause, then The University may offset the cost of paying Contractor for the additional

resources Contractor utilized in providing transition assistance with any damages The University may have sustained as a result of Contractor's breach.

CHANGES IN WORK or INCREASE IN CONTRACT AMOUNT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the University's prior written consent. Prior approval must be obtained in the form of a contract addendum. Only a contract addendum authorized by Procurement Services will permit any adjustment to the contract. A request by the Contractor or the University Department representative shall be accompanied by an itemized statement, which details all costs that would be incurred to effect the change. Contractor shall provide a complete statement of all actual costs to be incurred for each requested change. This information will be approved by the University Department and sent to Procurement Services for the contract addendum to be signed by both parties.

CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the District Court for Missoula County, Missoula, Montana, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

TAX EXEMPTION

The University is exempt from Federal Excise Taxes (#81-6001713).

PERSONAL PROPERTY TAX

All personal property taxes will be paid by Contractor.

AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

Contract. This contract consists of **(insert number)** numbered pages. In the case of dispute or ambiguity arising between or among related documents, this document shall take precedence of document interpretation.

Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

WAIVER

The University's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

For: **The University of Montana**

For: **(Insert Contractors Name)**

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Approved as to Form:

Name (Date)
Procurement Officer

Note, this contract is not valid until all parties have signed.

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for The University of Montana Through the eMACS System

1. _____ **Read the entire "Prerequisite Content" documents.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Take advantage of the "question and answer" period.** Submit your questions through the State of Montana eMACS system by the due date listed in the Schedule of Events and view the answers given in the Q&A Board of eMACS and any "addenda" issued for the RFP. All addenda issued for an RFP are posted on the State of Montana eMACS system for the bid event.
4. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
5. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the University or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the University. The proposals are evaluated based solely on the information and materials provided in your response.
6. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
7. _____ **Check the State of Montana eMACS system for RFP addenda.** Before submitting your response, check the State's website under the University of Montana as the agency with the RFP at <http://bids.mt.gov/> to see whether any addenda were issued for the RFP. If so, you must certify that you have read and agree to the terms in the Prerequisites Content.
8. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements..
9. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. The eMACS system locks the event exactly at the deadline and any responses not fully submitted before the system locks further activity are discarded by the system as NO RESPONSE. Late proposal responses are never accepted.
10. _____ **Comply with Trade Secret/confidential** information requirements if necessary.
11. _____ **The Cover Sheet must** be completely filled out and attached to your submission. Leave no field empty.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.