



**THIS IS NOT
AN ORDER**

REQUEST FOR BIDS/PROPOSALS COVERSHEET
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
Procurement and Contract Services
118 College Drive #5003, Hattiesburg, Mississippi 39406-0001

Date: August 31, 2020

Name: _____

Bid No. 21-10

Company: _____

Address: _____

City/State/Zip: _____

THE UNIVERSITY OF SOUTHERN MISSISSIPPI is considering the purchase of the following item(s). We ask that you submit your bid and retain one copy for your files. Right is reserved to accept or reject any part of your bid. Your quotation will be given consideration if received in Bond Hall, Room 214 on or before:

2:00 p.m. CT

TERMS - Bidder should state terms of sale. Our terms are 2% ten days, net 45 days.

These terms will apply per Mississippi law.

AWARDING CONTRACT - Cash terms will not be used as a basis for awarding contracts; however, the University will accept cash discounts when earned.

September 18, 2020

Buyer: Jessica Whitten

NOTE: If you cannot quote on the exact material shown, please indicate any exception giving brand name and complete specifications of any alternate. If additional space is required, use a separate sheet or letter of transmittal.

ITEM	QUANTITY		UNIT PRICE	TOTAL NET PRICE
		RFx #3160003867		
		DESCRIPTION		
		RFP 21-10 Good Behavior Game Technology		
		PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. BID NUMBER AND DATE OF BID OPENING MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE IF USING THAT METHOD.		

We quote you as above-F.O.B. The University of Southern Mississippi. Shipment can be made in _____ days from receipt of order. DATE _____ TERMS _____
Return quotation to Procurement Services at above address.

**THE UNIVERSITY OF SOUTHERN MISSISSIPPI
PROCUREMENT SERVICES
118 COLLEGE DRIVE #5003
HATTIESBURG, MS 39406-0001**

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDS/PROPOSALS

- 1.) Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 2.) Samples of items when called for must be furnished free of expense and if not destroyed in testing, will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.
- 3.) Bids must be signed and sealed with bidder's name and address on the outside of the envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the packages; envelopes, express mailing labels, boxes, etc.
- 4.) In order for your bid to be considered, it must be received and time stamped in our office by 2:00 P.M. of the bid opening date. It is the responsibility of the vendor to ensure their bid is received within the appointed time. If your bid package is not received in Bond Hall, Room 214, by 2:00 P.M. of the bid opening date, it will not be considered.

If you are delivering your bid, you need to hand carry the bid package to:

The University of Southern Mississippi
Procurement Services
Bond Hall, Room 214
Hattiesburg, Mississippi

If you are mailing your bid package via U.S. Postal Service, mail to:

The University of Southern Mississippi
Procurement Services
118 College Drive #5003
Hattiesburg, MS 39406-0001

If you are express mailing your bid package via Federal Express or UPS, or any other delivery service which requires the use of a physical address, deliver to:

The University of Southern Mississippi
Receiving Department
2609 West 4th Street
Hattiesburg, MS 39401

- 5.) Bids or proposals shall not be modified, corrected, altered, or amended after the specified closing time and the opening of such bids, unless otherwise noted in the request for bids or proposals.
- 6.) The University of Southern Mississippi reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidder fails to state the time within which bids must be accepted, it is understood and agreed that The University of Southern Mississippi shall have 60 days to accept. The University of Southern Mississippi reserves the right to make an award to this bid on an all or none basis, or on a line by line basis, whichever serves the best interest of The University of Southern Mississippi.
- 7.) Contracts and purchases will be made or entered into with the lowest, responsible bidder meeting specifications.
- 8.) A written purchase order or contract award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or in part without the written consent of The University of Southern Mississippi.
- 9.) Bid files may be examined during normal working hours by bid participants. Non-participants will be prohibited from obtaining any information relative to the bid until the official award has been made.
- 10.) If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for price increase, that vendor shall be removed from our bidders' list for a period of 24 months.
- 11.) No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
- 12.) Alternate bids, unless specifically requested or allowed, will not be considered.
- 13.) Bid openings will be conducted open to the public. However, they will serve only to open the bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Proposal openings are not required to be open to the public; however, the resulting award is open for public inspection.
- 14.) Prices quoted shall be firm for the term of the contract or for the stated time of

acceptance.

- 15.) The bidder understands that The University of Southern Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.
- 16.) Bidders must upon request of The University of Southern Mississippi furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The University of Southern Mississippi reserves the right to make the final determination as to the bidder's ability.
- 17.) Questions or problems arising from bid procedures should be directed to the Buyer listed on the solicitation at:

The University of Southern Mississippi
118 College Drive #5003
Hattiesburg, MS 39406-0001
Phone: (601) 266-4131

- 18.) All items must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.
- 19.) It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective bidder to review the entire Invitation to Bid packet and to notify The University of Southern Mississippi if the Specifications, Instructions, General, or Special Conditions are formulated in a manner which would unnecessarily restrict competition.
- 20.) It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our Procurement Services office at least five (5) days prior to the time and date set for the bid opening, unless otherwise noted in the bid or proposal specifications.
- 21.) The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name and the manufacturer and model number of the product they propose to furnish and submit descriptive literature.
- 22.) Trade names, brand names, and/or manufacturer's information used in these specifications are for the purpose of establishing quality, unless otherwise noted. Bids on

products of other qualified manufacturers are acceptable, provided they are demonstrated as equal to those specified in construction, design and suitability. Each bidder shall submit with his bid a complete brochure with pictures on each item and shall point out specifically any deviations from the specified items. Failure to do so may disqualify any bid. Please bid as specified or an approved equal.

- 23.) A copy of the manufacturer's standard guarantee/warranty shall accompany and become a part of this bid.
- 24.) There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as The University of Southern Mississippi is exempt from the provisions of the Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to The University of Southern Mississippi must automatically be given to the U.S. Government.
- 25.) All invoices, unless noted otherwise, are to be billed to:
- The University of Southern Mississippi
Accounts Payable
118 College Drive #5104
Hattiesburg, MS 39406-0001
- 26.) All equipment bid shall be of current production and of the latest design and construction.
- 27.) Where all, or part(s), of the bid is requested on a unit price basis, both the unit prices and the extension of the unit prices constitute a basis of determining the lowest responsible and responsive bidder. In cases of error in the extension of price, the unit price will govern.
- 28.) All bidders/respondents are on notice that USM is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-6-1, *et seq.* If a public records request is made for any information provided to the USM pursuant to this solicitation, USM shall promptly notify the Disclosing Party of such request. The Disclosing Party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law. For clarity, documents are not considered public record unless and until an award is made from such solicitation.
- 29.) Should the University of Southern Mississippi close due to inclement weather conditions, or any other unforeseen events on the bid opening date, sealed bids will open the following business day at the same time and location.

- 30.) As an alternative to traditional sealed bids in envelopes, the University of Southern Mississippi is capable of receiving electronic bid responses. While this option is available, it is not required and we ask that all potential respondents keep in mind that with any electronic system there could be delays or glitches with the submission process; therefore the University highly encourages traditional sealed bids which are either mailed or submitted in person. Should a vendor choose to submit their response electronically, please follow the instructions below using the following website: https://www.ms.gov/dfa/contract_bid_search/Home/Sell. On this site you will find helpful links to procurement opportunities, as well as a link to supplier registration. If not already registered in this system, potential bidders will first need to click on 'Supplier Registration' and follow the steps outlined (a one-time process). Once registered, they can return to the original website and click on 'Procurement Opportunities' where they can either search by keyword for the bid they desire to respond to or leave the search box blank and click 'Search' for a listing of all current bids and proposals for the various State of Mississippi offices.

With regard to construction bids, there is one additional step required during the bid submission process. Along with the bid response and other attachments, contractors will also need to attach their Certificate of Responsibility (COR), or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$ 50,000.00). If their COR or such statement is not attached, the bid will be invalid and not considered.

AA/EOE/ADAI



THE UNIVERSITY OF
SOUTHERN
MISSISSIPPI®

Good Behavior Game
Technology (GBG Tech)

REQUEST FOR BIDS

August 31,2020

A. Instructions to Vendors

The Request for Bids coversheet must be included in all sealed proposals for this bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name "Good Behavior Game Technology (GBG Tech)," the name of the Vendor, the Vendor address, and the notification of opening on the specified date on the cover sheet.

B. Payment

The currency used for payment of costs will be in United States dollars.

After the first stage of implementation, the University prefers to be billed in monthly installments based upon mutually agreed upon project implementation milestones completed.

State law requires that the University receive an **original invoice** from the Vendor and that payment of the invoice is processed **within 45 days of receipt** (Miss Code 31-7-305). The invoice should be on the Vendor's letterhead and/or include an original Vendor representative signature.

C. Length of Agreement

The University of Southern Mississippi is seeking a three (3) year agreement. Please include pricing in bid response.

D. References: Respondents MUST provide a minimum of three (3) customer references, including contact information, that have implemented the proposed solution and/or technology development services in the last 12 months; preferably from higher education institutions.

E. Legibility and Organization: Proposals MUST be printed, written in English, legible, and appropriately structured as stated in Section 1.5 Instructions to Vendors. Each page needs be numbered sequentially. Proposals MUST be bound.

F. Right to Use Proposals in Future Projects

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

G. Criteria for Award

The Vendor selected for an award will be the Vendor whose proposal, as presented in

the response to this RFP, is the most advantageous. The university is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the university as determined by the Evaluation Committee and iTech Department.

Consideration may also be given to any additional information and comments if they should increase the benefits to the university. Upon completion of the initial review and evaluation of the proposals submitted, selected Vendors may be invited to participate in oral presentations.

H. *Cloud Hosted Services*

The winning Vendor to a cloud hosted solution proposed must allow the University to comply with the “Mississippi Department of Information Technology Services, Security Services Division, State of Mississippi Enterprise Cloud Offsite Internet Hosting Security Policy.” A copy of this policy can be provided to a designated contact for any Vendor that has completed an Intent to Bid from the University website

Any contract awarded for a cloud hosted solution will be **required** to address the clauses included in Appendix D of this RFP as it relates to either Non-Public Data or Public Data prior to a Purchase Order being issued.

I. *Questions*

Vendor questions must be submitted by 5:00pm CDT Wednesday, September 9, 2020 to Jessica Whitten: Jessica.L.Turner@usm.edu

J. *Bid Specifications*

USM is seeking a partnership with a Vendor that has proven success in the full scope of services outlined in this RFP. USM's intent is to contract with a Vendor who can demonstrate significant experience in designing and implementing educational portal websites at an enterprise level for public institutions and/or municipalities or other local governments. Each proposal submitted must address the full scope of requirements of this RFP, either through a single Vendor or a partnership in which the prime Vendor guarantees the end-to-end solution.

Any third-party products included in the Vendor's proposal must be licensed to USM at time of purchase.

The University is seeking a vendor for multiple development phases over the course of three years. Each phase will be a full functional deliverable of a working system with each phase adding more functionality and features. The vendor will recommend the development platform and support it with a justification document.

The vendor will also host the development and production environments as well as provide production support of the developed system.

Introduction/Overview

This new technology will be designed to support teacher implementation of an evidence-based intervention, the Good Behavior Game (GBG). Thus, all components of the GBG intervention must be built into the technology along with safeguards to

prevent implementation errors on behalf of teachers. GBG Technology (GBG Tech) will be an interactive web-based application that allows teachers to create “virtual classrooms” where they can track students’ prosocial and disruptive behaviors at the group and individual level. It will be comprised of a teacher portal and administrator portal that each offer unique functionalities. The teacher portal allows teachers to assign students to teams, edit team composition, take attendance, display classroom rules, play a game, access a scoreboard of weekly wins, and view and download student behavior data. The “play a game” feature allows for the entry of students’ points for specific prosocial behaviors and students’ tallies for specific disruptive behaviors that directly correspond to the established classroom rules. It also sets the length of games, notifies teams of points and tallies, displays the progress of each team, and rewards team winners (i.e., animation of team mascots). Notification of student teams concerning their points, tallies, and wins is done in “real-time”, as teachers’ computers (or other device such as smartphones or tablets) running the GBG Tech application will be mirrored via projectors or smartboards. The administrator portal enables administrators to update user profiles (e.g., add/delete users, reset passwords); view the daily log of use; manage the data collected by GBG Tech by means of database schemas (to correct data entry mistakes) and queries (to search for and export user data); and reset default user options (e.g., classroom rules, point/tally types, game length). Major modifications and adaptations to the GBG intervention by teachers will be minimized by means of message notifications and blocked game flow. To ensure the technology is used every day in the classroom, email notification reminders will be sent to teachers. It is imperative that GBG Tech has a user-friendly interface to minimize the time required to learn how to use the technology and to lessen the burden on teachers to implement the intervention. See Appendix C for detailed specifications of GBG Tech.

K. Additional Requirements

The University acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

If applicable, in the event there is an incumbent vendor, the cost of converting the existing system to a new system will be required in the analysis of final costs.

If any component(s) necessary for operation of the requested system is omitted from Vendor’s proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all software modules, third party applications, system configuration services, onsite training, implementation services, integration services, development services, data conversion services, etc. necessary to render the configuration fully operational with a sustainable business model.

1. DELIVERABLES

- a. Wireframe Documents
- b. Visual Design Comps
- c. Technical Specification
- d. Phased development and Implementation
- e. Deployment of a tested and functional web site in phases:
 - i. Design/UI
 - ii. Site Building

- iii. Testing
- iv. Deployment

2. Vendor Qualifications

a. Right to Request Information

USM reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. USM also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. USM reserves the right to request information about the Vendor from any previous customer of the Vendor of whom USM is aware, even if that customer is not included in the Vendor's list of references.

3. Vendor Personnel

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- a. A direct telephone number at which the individual may be contacted for a telephone interview. USM will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- b. That the individual is proficient in spoken and written English;
- c. That the individual is a U.S. citizen and resides in the continental United States.
- d. That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of USM.

4. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of USM's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on USM's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by USM. USM recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. USM must understand these issues in order to decide to what degree they may impact USM's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and USM with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by USM.

5. Ownership of Developed Software/Processes

When specifications require the Vendor to develop software for USM, the Vendor must acknowledge and agree that USM is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

6. Terms of Software License

The vendor acknowledges and agrees that the term of all software licenses provided to USM shall be perpetual unless stated otherwise in the vendor's proposal.

7. USM is Licensee of Record

The vendor must not bypass the software contracting phase of a project by licensing project software intended for USM use in its company name. Upon award of a project, the vendor must ensure that USM is properly licensed for all software that is proposed for use in a project.

8. Remote Access via Virtual Private Network (if needed)

Vendor must understand that the USM's Enterprise Security Policy mandates that all remote access to and/or from USM network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and USM agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on USM's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on USM's premises. The parties further understand and agree that USM protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. USM reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

9. Vendor Profile

- a. The Vendor Profile is to demonstrate to USM that Vendors have the ability to provide the products and services proposed under this RFP. This Vendor Profile solicits specific information about the Vendors that will be used to determine the Vendor's ability to provide the requested services.
- b. Vendor should answer these questions in relation to how Vendor can serve USM as described in this RFP. USM is not interested in volumes of annual reports or marketing brochures that generalize Vendor national services. We want to know, in detail, how the Vendor is qualified to meet the requirements of this RFP.
- c. Vendors must respond to all the following questions below, in a thorough, concise manner.
 - i. History
 1. Provide background details on the company including year started, business structure, ownership information,

and changes in control, mergers, restructuring, and acquisitions in the past three (3) years.

2. How many years has the Vendor's company been in business? How many years' experience in developing public university or comparable institution applications? How many years' experience in developing web portal environment design and deployment?
3. If applicable, Vendors must indicate their participation in other USM contracts. Please list the contracts and length of time in which you have participated.
Examples: ABC Company has participated in [project name] for 3 years.

ii. Financial Information

1. Vendor must provide financial information substantiating the capability to provide the products/services proposed. Information provided in response to this question will be deemed confidential. If submitting data as part of a parent company, differentiate the parent company data from data from the responding Vendor's finances. If relying on the financial data of a parent company, supply documentation from the parent company guaranteeing the responding Vendor's performance under this RFP.
2. Is the proposing Vendor under federal bankruptcy proceedings? If so, please describe.
3. Vendor must disclose any contract terminations (prior to completion of total contract term or delivery of full scope of services) within the previous five years for similar projects.
4. Vendor must include with their proposal:
 - a. Most recent audited financial statement including footnotes.
 - b. Business profile or annual report.
 - c. Evidence of any other guarantors. Submit supporting documentation.
 - d. Company's credit level with its major supplier. Submit supporting documentation such as a letter from supplier.
 - e. Dunn and Bradstreet rating, if available, with copy of D & B report. Note: USM will not pay D & B for these reports.

iii. Vendor Staff

1. The intent of this section is for Vendor to provide details substantiating that the resources to support the requirements of this RFP.
2. Describe the proposed Vendor staff, including:
 - a. The number of full-time equivalents (FTE) categorized by administration, sales, or technical staff. In particular, list those FTEs that will be assigned to this project.
 - b. Describe the number and type of technical

certifications your organization or staff has achieved such as Certified Developer/Site Builder designations, ISO 9000, CMM levels, and Six Sigma.

- c. USM requires a Project/Contract Manager (PCM) being assigned throughout the life of this project. The person in this function must possess a thorough knowledge of the contract and act on behalf of the Vendor with regard to management of the contract. The PCM provides overall management of implementation including actively monitoring and reporting on progress and providing written documentation of the project; proactively monitors billing for accuracy; and is responsible for resolution of all billing. Vendor must name and provide credentials and years' experience in a similar role for the designated PCM in Vendor's proposal.
- iv. Vendor must provide the names and addresses of any affiliates, divisions, or subsidiaries that will take part in the delivery of service as outlined in the proposal.
- v. Vendor must provide the State of incorporation of the Company, and a name, title, address, email address and telephone number for the "Notice" article of the Purchase Agreement.
- vi. It is a requirement that the Vendor must provide evidence and examples of similar work performed in the past (best examples would include projects coordinated with the public sector). The vendor must include information regarding adherence to schedule, budget, and quality.

10. Web Development and Implementation Experience

Experience with implementing a variety of architectural solutions, including, scalable site, responsive design and personalization of content.

Demonstrate the company follows and implements industry trends, best practices and strategies in both education and web/digital communications.

- 1. Provide documentation indicating how the vendor's organization meets one or more of the following criteria:
 - a. Staff serve as core owners in the Web Development Community.
 - b. Staff certification in web development platform; and/or
 - c. Staff serve as code contributors in the Web Development Community.
- 2. Documentation:
 - a. Experience with Section 508 and Web Content Accessibility Guidelines:
 - b. Certification or Experience adhering to federal Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0-AA standards when designing, building, and implementing websites:
 - i. Completed Voluntary Product Accessibility Template (VPAT) or comparable accessibility documentation to address accessibility compliant features or standards

- available in Drupal
(<http://www.itic.org/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc>); and
 - ii. Samples of live sites built to 508 and WCAG 2.0-AA standards within the past 24 months that delineate the following and documentation explaining the methodology used to review and confirm accessibility compliance.
 - c. Documentation confirming the level of expertise the organization has working with educational institutions or related organizations (e.g., healthcare system):
 - i. Provide a summary from a sample digital communication web portal development/migration plan developed for an educational institution, redacted as necessary for client confidentiality.
 - ii. The staff assigned to work on this project shall have cloud-based application development experience including building highly transactional and scalable game-like systems for an educational institution or related organization (e.g., healthcare system).
 - d. Goal is for us to understand how your process for moving from discovery through implementation would work; and if possible, address how you expect such a process would be implemented in terms of this specific project for our University.
3. Organizational Structuring: provide documentation supportive of each of the following:
- a. Organization located in the Continental United States with US-based staff.
 - b. Vendor must be in relevant professional practice and must be able to provide verifiable documentation and references to that effect. Such references should include Federal Tax ID numbers, Business License jurisdiction and numbers, and contractor License numbers for both primary and sub-contractors.
 - c. Vendor shall agree to refrain from assigning any interest under the awarded RFP or any Purchase Order incidental thereto to any subcontractor, whether an organization or an individual, without approval from the University.

11. References

Provide at least three (3) references of clients who implemented your solution within the last 36 months, (one or more in education or healthcare & the rest in other industries) who can speak to the required service expertise listed below and provide the documentation regarding your company and staff. To do so, Vendor must return a minimum of three (3) Reference Forms, and if applicable, Subcontractor Reference Forms.

1. Prime Contractor

- a. The Vendor must provide references consisting of Vendor accounts for comparable engagements within the last four (4) years, as outlined in 1.3 below, that USM may contact. Required information includes customer contact name,

address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

- b. Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at USM's sole discretion:
 - Failure to provide reference information in the manner described
 - Inability of USM to substantiate minimum experience or other requirements from the references provided
 - Non-responsiveness of references to USM's attempts to contact them
 - Unfavorable references that raise serious concerns about material risks to USM in contracting with the Vendor for the proposed products or services
 - c. MANDATORY: References should be based on the following profiles and, as an aggregate, be able to substantiate the following information from both management and technical viewpoints:
 - i. Web development for education or other related field (e.g., healthcare): Minimum of three completed projects
 - ii. Production implementation of applications from Vendor's Application Development and Support: Minimum of three applications and three clients.
 - iii. For Vendor project manager and other key Vendor project team roles: reference project for which proposed resource had same role as proposed for this engagement: Minimum of one project per resource.
 - d. USM reserves the right to request information about the Vendor from any previous customer of the Vendor of whom USM is aware, including the procuring agency and/or other agencies or institutions, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
 - e. Reference information available to USM will be used as follows:
 - i. As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
 - 1. To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
 - f. USM reserves the right to forego reference checking when, at USM's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to USM.
2. Subcontractors
- a. The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will

perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section. Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: USM reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in USM's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. USM does not typically accept proposals in which the prime Vendor is only a brokering agent.)

3. REFERENCE FORM

- a. Complete a minimum of three (3) Reference Forms
 - i. Contact Name:
 - ii. Company Name:
 - iii. Address:
 - iv. Phone #:
 - v. E-Mail:
 - vi. Project Start Date:
 - vii. Project End Date:
 - viii. Description of product/services/project, including start and end dates:
- b. SUBCONTRACTOR REFERENCE FORM Complete a separate form for each subcontractor proposed.
 - i. Contact Name:
 - ii. Company name:
 - iii. Address:
 - iv. Phone #:
 - v. E-Mail:
 - vi. Scope of services/products to be provided by subcontractor:
 1. Complete a Reference Form for each Subcontractor proposed.
 2. Contact Name:
 3. Company name:
 4. Address:
 5. Phone #:
 6. E-Mail:
 7. Description of product/services/project, including start and end dates:

12. Selection of the successful Vendor

1. Optional Oral Presentation - At USM's option, Vendors remaining in a competitive posture near the end of the evaluation may be requested to make an oral presentation. This presentation must be in person via video conference and conducted within seven (7) calendar days of notification. The presentation must be made by the Vendor's proposed project principal. The presentation is

intended to give USM an opportunity to become acquainted with the Vendor's project principal, receive a first-hand understanding of the proposal and engage in a question and answer session. The evaluation team may use information from the oral presentations to adjust the scoring from Stage 2.

2. Reference Checks – USM will check references for Vendor(s) remaining in the competitive range. As outlined in Section D. Reference information may be used to confirm mandatory experience and Vendor's capabilities, as well as to adjust scoring.
3. References Scoring:
 - a. 24 points are available for References. A percentage of the points will be awarded based on the information gathered from the provided References. Below are the questions that will be asked and the percentage of the points that will awarded based on positive reviews:
 - b. Prior Experience: Would you utilize the firm again with a similar project and recommend them? 4 pts
 - c. Staff Experience: How were the experience and quality of staff assigned to the project? 5 pts
 - d. Cost of Entire Project: Did vendor complete the project within the originally proposed budget? 5 pts
 - e. Functionality of Solution: Did the solution successfully achieve the desired aim? 6 pts
 - f. Timeliness: Was the project completed in a timely manner? 4 pts
4. Project must commence within 5 business days of issuance of purchase order. If vendor is unable to meet this requirement, vendor must provide best possible delivery schedule. The delivery schedule will be scored based on the vendor's ability to meet the anticipated delivery as closely as possible.
5. Upon contract award, the Vendor must commit personnel assigned to this project by name and guarantee that they will remain assigned to the project throughout its duration. Vendor must specify the percentage of time that each person will commit to the project. All project personnel must have previous experience appropriate to the proposed project assignment. Technical personnel must possess all requisite skills appropriate to their assignments.
6. Include a preliminary Work Plan for each of these components, including activities, tasks, proposed personnel, estimated hours for each task, timeframes for each project task, assigned resources by name and/or title, major project milestones, quality assurance checkpoints, and all scheduled deliverables with targeted start and end dates.
7. Include all phases of implementation (data conversion, installation, testing, and go live discovery, design, development, site-building, testing, go-live deployment), specifying tasks in terms of months, weeks, or days from Contract signing.
8. Upon termination of the contract for any reason, or upon expiration of the full term of the contract, the Vendor must grant USM the rights to copy, modify, enhance, and use any Vendor

software developed or implemented for USM.

- a. This requirement includes the software source code and documentation. The source code and documentation, together with all updates and revisions, will be the intellectual property of USM. Vendor must acknowledge and provide details on any limitations of the above.

9. Vendor Application Maintenance and Support

- a. As part of the Software support and maintenance services, Vendor must maintain the vendor-provided applications in an operable condition according to the specifications contained in the technical manuals.
- b. Vendor must maintain the vendor provided applications to run using the latest release of system software and application infrastructure components (Operating System, Database Management Software, Web Servers, Java Application Servers, etc.) that are implemented.
- c. Vendor must describe available technical support for vendor provided applications, including email and toll-free telephone for business day coverage.
- d. Vendor must describe their policy for assignment of problem severity and problem resolution.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI SERVICES CONTRACT

This Agreement is between _____, hereinafter referred to as "Contractor", a corporation organized and existing under the laws of the State of _____ with its corporate address being _____, _____, _____, and the University of Southern Mississippi, a governmental entity of the State of Mississippi, hereinafter referred to as "USM", with its address at P.O. Box _____, Hattiesburg, Mississippi 39406 for and on behalf of its _____ (hereinafter _____). Contractor and USM are collectively referred to as the "parties."

WHEREAS, Contractor desires to provide certain, specific services to USM.

WHEREAS, USM is willing to pay for those services.

This agreement shall not be effective unless and until both parties have executed this agreement and the effective date of this agreement shall be the date this agreement is executed by whichever party executes the agreement last. The term of this agreement shall be for (one year) from the effective date of this agreement at which time this agreement shall automatically expire. However, upon mutual written agreement of both parties, if a renewal agreement is executed by both parties at least XX days prior to the termination of this agreement, then this agreement may be renewed under terms mutually agreeable to both parties at that time.

Therefore, the parties hereby agree as follows:

- A. Both parties agree to all terms and conditions set forth in Standard Terms and Conditions, with the exception of any exceptions, additions, alterations, or revisions set forth in Exceptions to the University of Southern Mississippi Standard Terms and Conditions.
- B. Contractor shall:
Provide the following services:
 - 1. *(the scope of services should be clearly defined)*
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____
 - 6. Refrain from using USM's name, work mark, or other university identifier.
 - 7. Refrain from using the name or title of any USM official.
 - 8. Refrain from projecting their product, or the work entailed therewith, as being approved by or otherwise endorsed by USM, its entities or officials.
- C. For the services set forth herein, USM will pay Contractor as follows:

1. *(the amount of payment should be clearly defined) The timing of payment is set forth in Standard Terms and Conditions, Section A.*

D. Notices

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified U.S. Mail, postage prepaid, return receipt requested, to the persons at the address shown below. The parties agree to notify the other in writing of any change of address.

For Contractor:

For USM:

P.O. Box _____
Hattiesburg, MS 39406

STANDARD TERMS AND CONDITIONS

A. Payment

USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.

B. Availability of Funds

It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM under this agreement.

C. Representation Regarding Contingent Fees and Gratuities

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Further, Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in state law.

D. Equal Employment Opportunity

Contractor represents and understands that USM is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination. Contractor agrees that during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and the provisions of its services.

E. Assignment Prohibition

Contractor agrees that it shall not attempt to nor shall it assign this agreement to any party and that any attempt to do so shall be void.

F. Authority to Contract

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and is in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provisions of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

G. Failure to Enforce

The failure by USM at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right for USM to enforce the provisions at any time in accordance with the terms.

H. Contractor-Independent Contractor

Contractor shall at all times be regarded as and shall be legally considered an independent contractor and neither Contractor nor its employees shall, under any circumstances, be considered servants, agents or employees of USM, and USM shall at no time be legally responsible for any negligence or other wrongdoing by Contractor, its partners, principals, officers, agents, employees or representatives. USM shall not be responsible for any federal and state unemployment tax, federal or state income taxes, Social Security taxes, or any other amounts for the benefit of Contractor or any of its partners, principals, officers, agents, employees or representatives. USM shall not provide to Contractor, its partners, principals, officers, agents, employees or representatives any insurance coverage or other benefits, including, but not limited to, Worker's Compensation, which are normally provided by USM to its employees. Contractor's personnel shall not be deemed in any way, directly, indirectly, expressly or by implication, to be employees of USM. Nothing contained in this agreement or otherwise shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any similar relationship between USM and the Contractor. At no time shall Contractor be authorized to do so and at no time shall Contractor act as an agent for or of USM.

I. Indemnification and Insurance

Contractor and its officers shall indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses and attorney's fees, arising out of or caused by Contractor and its' partners, principals, officers, agents, employees or representatives related to actions or inactions of Contractor, its partners, principals, officers, agents, employees and

representatives. In USM's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc., but in such event, Contractor shall use legal counsel acceptable to USM. Contractor shall be solely responsible for all costs and/or expenses associated with such defense and USM shall be entitled to participate in said defense. Contractor shall not settle any claim, suits, etc., without USM's written concurrence, which concurrence USM shall not unreasonably withhold.

Contractor, at its expense, agrees to procure and maintain insurance during the term as follows:

Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws.

Comprehensive General Liability:

- General Aggregate - \$3,000,000
- Personal & Adv Injury - \$3,000,000
- Each Occurrence - \$1,000,000
- Fire Damage (any one fire) - \$1,000,000
- Medical Expense (any one person) - \$5,000
- Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit

Errors and Omissions Liability: If required, Contractor shall maintain Errors and Omissions Liability Insurance in an amount of not less than \$1,000,000 per claim covering claims or damages because of injury or damages arising out of any act, error, or omission of Contractor in the rendering of professional services.

The Contractor shall provide a Certificate of Coverage to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and USM, Steve Ballew, 118 College Dr., #5003, Hattiesburg, MS 39406 prior to the start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. **The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and USM as an additional insureds.**

J. Attorney's Fees and Expenses

Contractor agrees that in the event Contractor defaults in any obligations under this agreement that Contractor shall pay to USM all costs and expenses, including but not limited to, attorney's fees incurred by USM in enforcing this agreement.

K. Patents and Copyrights

Contractor covenants to save, defend, keep harmless, and indemnify the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, USM, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, losses, damages, injury, fines, penalties, and costs, including court costs and attorney's fees, charges, and other liability and exposure however caused for or on account of any copyright or patent infringement that may result from activities related to this agreement and the actions/inactions hereunder by the parties. This indemnification is not separate from that set forth elsewhere in this agreement and is not a limitation thereon, but instead is in conjunction therewith and is recited to ensure that the full breadth of the indemnification provisions contained elsewhere in this agreement are understood by the parties.

L. Disputes

Contractor agrees that any and all disputes between the parties to this agreement must be submitted to the USM Vice President for Finance and Administration for consideration and a final decision. If Contractor is dissatisfied with that final decision, the dispute may, at the option of USM, be subjected to resolution by mediation prior to any action being taken by Contractor toward litigation.

M. Modifications to Agreement

This Agreement represents the entire understanding between the parties with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter and cannot be modified except by a written instrument signed by the parties. All attached schedules and exhibits are hereby incorporated by reference to this Agreement.

N. Ownership of Documents and Work Papers

USM shall own all documents, files, reports, work papers and working documents, electronic or otherwise, created by Contractor in connection with this agreement.

O. Severability

If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement, and to that end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

P. Termination for Convenience

USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten (10) days' notice prior to the effective date of termination.

Q. Termination for Cause

Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other

party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30 day cure time is not required.

R. Inspection of Books and Records

USM shall have the right to inspect and audit the books and records of Contractor at reasonable times and places. Such books and records shall be retained and maintained by Contractor for a minimum of three years following the termination or the expiration of this agreement.

S. Applicable Law

This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against USM, the Contractor agrees that the individual signing this agreement on behalf of USM is not personally responsible or liable for any of the obligations and duties contained herein.

T. Venue

Each of the parties hereto hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state courts of Forrest County, Mississippi, with respect to any litigation arising out of, or related to, this agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this agreement of the transactions contemplated hereby, in the state courts of Forrest County, Mississippi, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.

U. E-Verify

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq* of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any

breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

V. Force Majeure

Neither Party shall be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or similar causes beyond the party's control. Any delay in performance shall be no greater than the event of force majeure causing the delay. If an event of force majeure continues uninterrupted for a period exceeding six (6) calendar months, either party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.

Exceptions to University of Southern Mississippi Standard Terms and Conditions

Any exceptions, additions, alterations or revisions to the University of Southern Mississippi Standard Terms and Conditions shall be listed herein and shall become a binding part of the contract upon approval and signature by both parties. If there are no exceptions, "NO EXCEPTIONS" should be typed after "A." Failure to add "NO EXCEPTIONS" will render it not applicable and the entire University of Southern Mississippi Standard Terms and Conditions will be considered to be in force.

A.

B.

C.

D.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

VENDOR NAME

UNIVERSITY OF SOUTHERN MISSISSIPPI

Vendor Rep Name / Date
Vendor Rep Title

USM Rep Name / Date
USM Rep Title



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Independent Contractor Status Determination and Documentation Form

Section 1: Payment

A. Name of individual or organization: _____

B. ☐ YES ☐ NO Limited Liability Company (LLC). **MUST select the federal entity type (Individual, Partnership, S-Corporation, or Corporation)**

C. Entity Type:

☐ Individual and or Sole Proprietor ☐ Partnership ☐ S-Corporation ☐ Corporation ☐ Government ☐ Tax-exempt Organization

☐ Private Foundation ☐ Disregarded Entity ☐ Simple Trust ☐ Grantor Trust ☐ Complex Trust ☐ Estate Central Bank of Issue ☐ International

☐ YES ☐ NO D. Will payment be made to an Individual, Sole Proprietor, a Partnership, or a Disregarded Entity?

➤ If Yes – Go to section 2

➤ If No – STOP and complete a Personal Services Agreement accompanied with a W9 (or W-8BEN if foreign) and original invoice

Section 2: Individual Current Relationship with The University of Southern Mississippi

I. Name of Individual or Business Owner _____

II. Is this Individual / Business Owner related to a current USM employee? ☐ YES ☐ NO

II (a). If “Yes”, to whom? _____ What relationship? _____

III. Other

☐ YES ☐ NO

A. Is this individual currently an employee with The University of Southern Mississippi?

☐ YES ☐ NO

B. Has this individual been an employee of USM within the past 12 months?

☐ YES ☐ NO

C. Does the department plan on hiring this individual as an employee within the next 12 months?

☐ YES ☐ NO

D. Is this individual a state retiree or member of PERS?

If the answer is “No” to all questions, proceed to question in Section 3, Exemptions from Completing.

If the answer is “Yes” to A, B, or C above, the individual **must** be classified as an employee and paid through USM payroll. Complete a Personnel Action Form. If the answer is “Yes” to D above, Independent Contractor status must be approved by PERS.

Section 3: Classification Guidelines (Complete only **ONE** section, A, B, or C, depending on the services to be performed by the individual.)

A. Lecturer/Instructor

☐ YES ☐ NO

1. Is the individual a “guest lecturer”, e.g., an individual who lectures at only one or two class sessions?

☐ YES ☐ NO

2. Is the individual the primary instructor in a department course being offered for academic credit toward a University degree?

☐ YES ☐ NO

3. Is the individual responsible for the content of the lecture/presentation versus presenting materials that have been prepared/dictated by USM?

B. Researcher

NOTE - Researchers hired to perform services for a University department are initially presumed to be employees of the University.

Please complete the following questions:

☐ YES ☐ NO

1. Will the individual perform research for a University faculty member or director under an arrangement whereby the University faculty member or director serves in a supervisory capacity (i.e., the individual will be working under the *direction* of the University faculty member or director)?

☐ YES ☐ NO

2. Will the individual serve in an advisory or consulting capacity with a University faculty member or director, in a “collaboration between equals” type arrangement?

C. Individuals **Not Covered Under Section 3A or 3B.**

☐ YES ☐ NO

1. Does the individual routinely provide the same or similar services outside USM to the general public as part of a continuing trade or business?

☐ YES ☐ NO

2. Will the University set the number of hours and/or days of the week that the individual is required to work, **as opposed to** allowing the individual to set own work schedule and/or pay the individual an hourly rate similar to what other employees are paid on campus for similar work?

☐ YES ☐ NO

3. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual’s expertise and/or provide significant supplies and equipment for the worker?

☐ YES ☐ NO

4. Does the individual engage in entrepreneurial activities in an established business at risk for loss?

☐ YES ☐ NO

5. Does the individual have his/her own insurance for work-related injuries?

Why should this individual be treated as an Independent Contractor and not an employee? _____

Individual/Business owner: _____, date: _____

Sign Name

Print Name

Third Party Completion: _____, date: _____

For determination of Independent Contractor classification before department completes additional paperwork, please email cheri.waldrup@usm.edu.

University of Southern Mississippi
i Tech
Statement of Confidentiality

By working for the University of Southern Mississippi and iTech, you may be privy to certain confidential information in regards to university students, staff, and faculty members.

Any information regarding a person's account (such as status, SSN, or USM ID number) or items discussed by these persons regarding their information technology equipment (such as passwords) or objects discovered by you that reside within the memory of said information technology equipment or recorded on a person's movable storage media (such as software, pictures, and documents) is strictly confidential and disclosure of any of these except to authorized University and iTech personnel is prohibited.

By signing this document, I acknowledge that I have read the above statement and that I understand that I am responsible for maintaining the confidentiality of all University students, staff and faculty and for making no further disclosure of information obtained as an employee of or contractor with iTech, except as proscribed as above. I understand that failure to maintain this confidentiality could result in my being terminated as a contractor and even in criminal prosecution of the circumstances warrant such.

Employee / Contractor Name (print)

Signature

Date

Witness Name (print)

Signature

Date

APPENDIX C
GBG Tech Specifications

The following appendix contains proprietary/privileged information that Stephanie Smith, PhD requests not to be released to persons outside the Government except for the purpose of review and evaluation.

GBG Tech Specifications



Purpose of GBG Tech

This technology will be designed to support the evidence-based intervention, Good Behavior Game (GBG). The primary goal of this technology is to promote the fidelity of the GBG when it is implemented by teachers, thus producing the same beneficial treatment outcomes as found in efficacy trials. It will also serve as a model of how technology may be applied to other evidence-based interventions to prevent implementation drift in educational settings.

Create Account & Sign-in

Teachers will first create an account before setting up their virtual classrooms. If they forget their passwords, they will be sent a link that will enable them to reset it. The school field will be pre-populated with names of those schools participating in this development and refinement phase of research. Teachers will choose their school from a drop down menu. **The links between school, teacher, classroom(s), teams, and students is very important for data capturing/analyzing purposes and must be preserved.**

Virtual Classroom Set-up

Teachers will be able to create as many virtual classrooms as they like. This is especially important if GBG Tech is used by teachers who instruct multiple classes of different students each day. Here teachers will enter the name of their classroom, grade level, upload class rosters, and create their teams. A Mascot will be chosen for each GBG team and student pictures (or another image) will be uploaded and linked to each student, thus creating student avatars.

Step 1 - Add a Classroom

Classroom Home Page – allows users to create a new virtual classroom and view those classrooms once they are created. This is the page teachers will view once they sign in.

Step 2 – Name Classroom, Select Grade Level & Upload Class Roster

Classroom set-up is initiated after selecting “add a classroom”.

Step 3 – Upload Student Images



As each student's image is uploaded, it will appear by their name in the class roster. The name of the classroom will appear in the upper left hand corner of the display.

Step 5 – Review team composition, name teams & select mascots.



Once all students have been rated on these behaviors, teachers will review suggested team composition, choose a team mascot & select a team name. Teachers are able to edit teams by dragging student names to and from the class roster. This process will continue until all teams are reviewed and edited by teachers.

Official class rosters will be uploaded to GBG Tech; however, only first names will be displayed by this technology. If there are students with the same first name, their first name and last name initial will be displayed instead (e.g., Ashley K).

Important feature for teacher implementation: GBG Tech supports teachers in determining team membership by prompting teachers to enter each student's gender and then rate them on a likert-type scale with respect to their learning and behavior as compared to their classmates. Based on these data, GBG Tech automatically suggests the initial composition of teams while taking into account the minimum (4 students) and maximum (6 students) number of students on each team and that there is an equal distribution of students with respect to these specific characteristics (e.g., gender, behavior, ability) across teams. Teachers will be reminded of this GBG implementation rule for determining teams by means of a message notification when editing teams.

Once a virtual classroom is completed, it should be available on their Classroom Home Page.

Step 4 – Rate students' behaviors to determine composition of teams.



After teachers select "create team", they will be prompted to rate each student on specific behaviors. This information will be used by GBG Tech to suggest the initial composition of teams.



Features within a Virtual Classroom

When entering a virtual classroom, teachers will be able to take attendance, display classroom rules, play a good behavior game, see the number of “wins” awarded to each team on a daily/weekly basis, edit the composition of teams, quickly view “top performing” or “most improved” teams/students, and export classroom behavior data collected by GBG Tech.

Virtual Classroom Home Page



Attendance



GBG Tech will facilitate the taking of attendance by teachers on a daily basis and these data will be saved and accessible via the administrator portal (described below). If a student is absent on a particular day, the teacher will only need to click on that student’s name. If the student’s name is selected again, the student is no longer marked as absent. Students’ names will be listed according to team membership and alphabetically within teams. Teachers will be immediately prompted to take attendance when entering their virtual classrooms for the first time that school day.

Classroom Rules



Important feature for teacher implementation: The beta version of GBG Tech will display classroom rules immediately and automatically before a game is played. However, teachers may display these rules at any time for easy reference when logged in to the GBG Tech application.

GBG Set-up



When teachers play a round of the GBG (i.e., select “Play a Game”), they will first view the GBG set-up screen that displays the length of the GBG game and the students and mascots assigned to each team. There will be a titration schedule that is built into GBG Tech such that every four weeks or every 60 games (whichever comes first), the length of the game will automatically increase. The titration schedule will be as follows: 5, 10, 15, 20, 30, and 45 minutes.

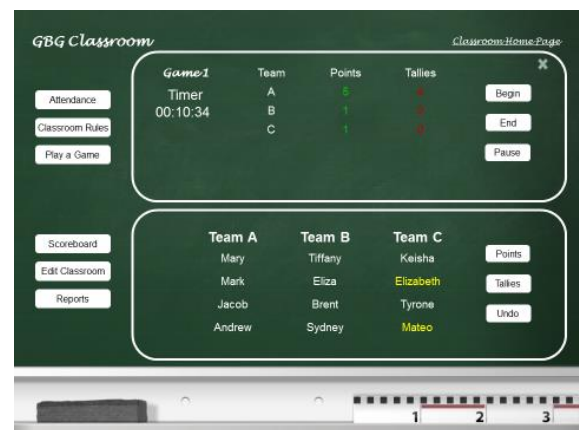
Important feature for teacher implementation: If teachers do not play at least one round of the GBG during a school day, an automatic email reminder will be sent prompting them to play the GBG the following school day.

Playing a Game

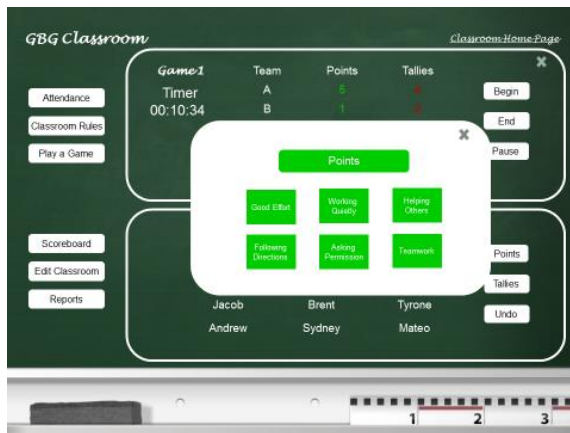


The top portion of the “playing a game” screen will be devoted to displaying points and tallies for each team as they are earned during a game. There will also be a timer that will assist teachers in keeping apprised of how much time is left in a game. The bottom portion of the screen will allow teachers to select students and teams for the purpose of giving them points/tallies. Only the top portion of the screen will be viewable to students.

Awarding Points



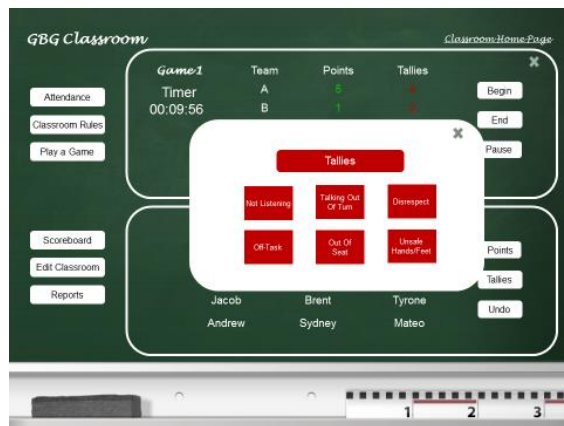
Teachers will be able to select an entire team, one student on a team, or multiple students on a team to award a point. If a teacher makes a mistake in selecting a team/student, they may click on that student/team again to unselect them. If a **team** is selected, every student on that team receives one point at the individual level and the team receives one point at the group level. If a **student** is selected, only that student receives a point and their team at the group level also receives a point.



After a team/student(s) is selected and the “points” button is pressed, the teacher then chooses the prosocial behavior (e.g., good effort, working quietly) earning the student(s)/team a point. This point box of prosocial behaviors should only be viewable to the teacher and not the students. The undo button may be used if a point (or tally) was given by mistake or prematurely. Once a point is awarded, a notification box will appear in the upper portion of the screen that is visible to students and clearly announces which team earned a point and what behavior earned them that point. The team mascot of the selected team and an encouraging sound should accompany the appearance of this box to grab the attention of all students. The scoreboard should then be updated accordingly. Please note: the team score and the individual score are entirely decoupled so that removing/adding a team member does not impact the team score earned up to that point.

In future versions of GBG Tech, the mascot will be animated and will perform different actions (e.g., giving thumbs up, clapping, shouting “hooray”), thus increasing the rewarding nature of earning points.

Receiving Tallies



The same premise for awarding points will be followed when teachers give tallies for disruptive behavior (e.g., not listening, disrespect). The selection of students/teams to give a tally and the tally box listing disruptive behaviors will only be viewable to the teachers and not the students. When receiving tallies, the team mascot will not appear when the notification box is displayed (to minimize attention given for breaking classroom rules) and the sound notification will not promote a sense of accomplishment.

Important feature for teacher implementation: There should be a message notification to teachers to award points and look for prosocial behaviors if 3 or more tallies are given consecutively to the same team or if 5 or more tallies are given consecutively irrespective of team.

Winning the Game



When the timer runs out, a message notification will appear indicating the game has ended. A final scoreboard of the points/tallies earned by each team will be displayed. GBG Tech will then automatically announce the winning team(s). First, the mascot of the winning team will be displayed followed by a picture (or other uploaded image) of each student on the team. The mascot will then celebrate the win (e.g., dancing, releasing balloons, throwing confetti in the air). Thus, GBG Tech will not only make the announcement about the winning team(s), but also deliver the immediate rewards for the “win”. Please note: teams win by having more points than tallies. The number of wins each team has earned up to that point (within that school week) will also be displayed once winning teams are celebrated.

Scoreboard



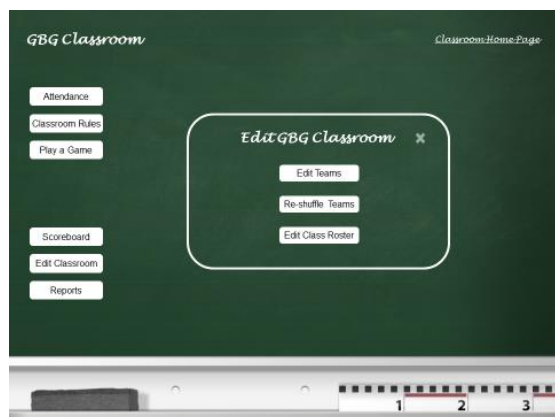
To easily determine what team(s) had the most wins at the end of the week, teachers will be able to enter a weekly time frame in order to view the number of wins across all weekdays within that given time frame. Even if the week has not yet entirely passed, teachers will still be able to enter a weekly time frame and view how teams are progressing up to that point. This feature is critical for teachers to determine which team(s) have earned the more desirable *weekly reward* (e.g., trip to prize box, homework pass).

Important feature for teacher implementation: After logging in to GBG Tech, teachers will receive a message notification on the last day of the school week to remind them to check the scoreboard for weekly winners. GBG Tech will also prompt teachers to enter the weekly reward that was given to the winning team(s) when they view the scoreboard. This will be accomplished by listing suggestions of potential rewards and teachers will select those rewards that they distributed to winning team(s).

In future versions of GBG Tech, teachers will be able to select an electronic reward for their students that may be sent via email to their parents or be made available in the parents' or students' portal. Again, GBG Tech becomes the delivery system for rewards, thus lessening the burden on teachers.

Edit Classroom

Considering team composition or the class roster may need to be changed (e.g., some teams are consistently losing, students on the same team are not compatible; student transfers into/out of the classroom), teachers must be able to add or remove students from teams and their virtual classrooms.



When editing teams, teachers are able to add a team, remove a team, or edit existing teams by adding or removing students. (Please note: deletion of a team will not delete students from a classroom, as they will still be listed in the class roster, which is linked to that classroom). If a teacher decides to add a new team, the same procedures for creating a new team (see above) will be followed where a team name is given, a mascot is chosen, and students are added or deleted from the team by dragging their names to and from the class roster. If students are already assigned to another team, they will not be available to drag to a

new team from the class roster and a message notification will remind teachers to remove these students from their current team before they are added to a new team.

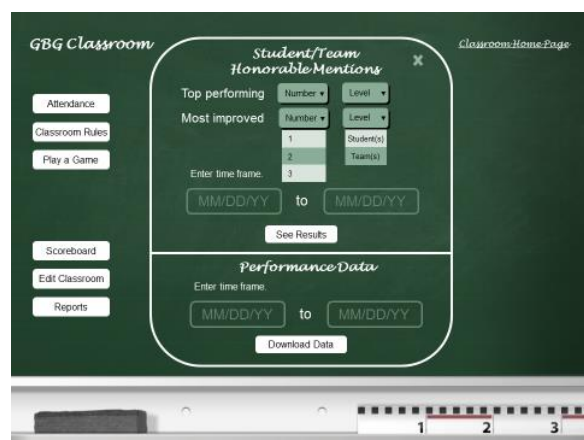
A change in team composition should only occur on the first school day of the week prior to playing a round of the GBG so students are not moved from a winning team to a losing team mid-week, thus impacting their chance of a weekly reward. To avoid this pitfall, teachers should be “locked out” of the “edit teams” and “re-shuffle teams” feature if the first game of that week has already been played.

By selecting the “re-shuffle teams” feature, GBG Tech will make suggestions of team composition based on the behavior data captured by GBG Tech up to that point. Specifically, students will be rank ordered based on the number of points and number of tallies they have accrued. GBG Tech will identify the top performing students and randomly select these students for each team. It will then identify those students at the next level of performance and determine team assignment in the same manner. This process will continue until all students are assigned to a team. The number of performance levels and teams will depend on the number of students in that classroom and the stipulation that the number of students on each team does not exceed 6 and is not less than 4.

Important feature for teacher implementation: When logging in to GBG Tech, teachers will receive a message notification if a team is consistently losing (i.e., the same team has the least number of wins for 3 consecutive weeks) and direct teachers to the “re-shuffle teams” feature. Of course, this notification should occur upon teachers logging in on the first day of the school week, as the drawback of re-arranging teams after playing the first round of the GBG each week is still applicable.

When editing the class roster, teachers are able to change the image associated with each student, or edit students’ names as a result of spelling mistakes or student preference (if the student wishes to be referred to by his/her nickname). If removing a student from the class roster, another message notification should appear, confirming that the teacher wants to permanently delete that student from the classroom.

Reports



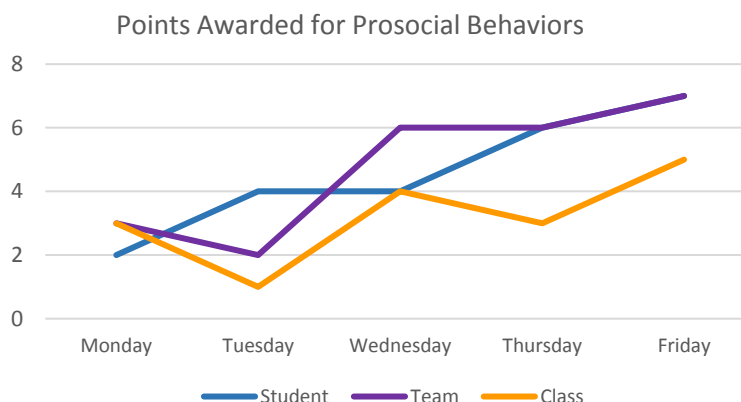
In order to keep students/teams motivated, teachers will be able to quickly identify top performing and most improved students/teams within a specified time frame. They will also be able to download a .csv file (tab delineated) of GBG data that details how many points/tallies have been awarded for prosocial/disruptive behaviors at the individual (student) level and at the group (team) level disaggregated by date and game. This way teachers have the option to track how their students are progressing over the course of the GBG intervention.

GBG Tech Data Spreadsheet.xlsx - Excel															
FILE HOME INSERT PAGE LAYOUT FORMULAS DATA REVIEW VIEW ACROBAT															
A43															
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	Classroom: GBG Classroom														
2	Teacher: Dr. Smith														
3															
				Points							Tallies				
4	Monday 5/4/15	Absent	Good Effort	Working Quietly	Helping Others	Following Directions	Asking Permission	Teamwork	Not Listening	Talking Out of Turn	Disrespect	Off-Task	Out of Seat	Unsafe hands/feet	Total Points
5	Game 1 (00:20:13)														
6	Team A		4	1	1	3	2	0	3	2	1	1	0	0	11
7	Mary		3	0	0	1	1	0	0	1	1	0	0	0	5
8	Mark		1	1	0	2	0	0	1	0	1	1	0	0	4
9	Jacob		2	0	0	1	1	0	2	0	1	0	0	0	4
10	Andrew		2	1	1	2	0	0	0	2	1	0	0	0	6
11	Team B		1	0	2	0	1	2	1	0	2	2	0	0	6
12	Randy		1	0	0	0	1	2	1	0	0	0	0	0	4
13	Sam		0	0	2	0	1	0	0	0	1	2	0	0	3
14	Alice	1													
15	Catherine		1	0	1	0	1	1	0	0	1	0	0	0	4
16	Team C		1	3	2	4	0	0	2	0	1	0	2	0	10
17	Trisha		0	1	0	2	0	0	2	0	0	0	0	0	3
18	Sadie		1	0	1	2	0	0	2	0	0	0	2	0	4
19	Frank		1	2	1	2	0	0	2	0	1	0	0	0	6
20	Chris		0	1	0	2	0	0	2	0	0	0	2	0	3
21	Game 2 (00:17:45)														
22	Team A		1	3	1	4	1	1	0	0	0	1	1	2	11
23	Mary	1													
24	Mark		1	2	0	1	0	1	0	0	0	1	0	1	5
25	Jacob		0	1	1	2	0	0	0	0	0	1	1	0	4
26	Andrew		1	2	0	1	1	0	0	0	0	1	1	1	5
27	Team B		2	2	1	2	1	0	1	3	0	2	0	0	8
28	Randy		0	1	0	0	1	0	1	1	0	1	0	0	2
29	Sam		0	1	0	1	1	0	1	0	0	1	0	0	3
30	Alice		1	0	1	1	1	0	1	2	0	1	0	0	4
31	Catherine		1	1	0	0	1	0	1	0	0	2	0	0	3
32	Team C		3	3	1	4	1	2	0	0	2	2	2	0	14
33	Trisha		1	1	1	0	0	1	0	0	1	1	0	0	4
34	Sadie		2	0	0	0	1	2	0	0	2	0	1	0	5
35	Frank		1	1	0	2	0	1	0	0	1	1	0	0	5
36	Chris		2	1	0	2	0	1	0	0	1	0	1	0	6
37															
38															

In future versions of GBG Tech, these data will be used to automatically generate graphical reports of each student's progress over time as compared to the progress of their team and the entire class, which may then be shared with other school personnel and parents.

Examples of Graphical Depictions of GBG Data for Individual Students:





Please note: Graph reflects the total number of points received by that student each day compared to the average amount of points earned by that student's team and the average amount of points earned by that student's class.

Administrator/Researcher Portal

Administrators/Researchers will have the ability to add/delete users (i.e., teacher, parent, student) as well as reset passwords. They will also be able to easily access the daily log of use. To manage the large amounts of data collected by GBG Tech, researchers/administrators will be able to click on upper levels of the database schema (e.g., schools) which will then open the next subordinate level (e.g., teachers) until reaching the most refined and informative data points (i.e., outcomes of games played, team level performance, student level performance). It is imperative that administrators/researchers are able to fix data entry mistakes at any level. Queries should allow researchers to access variables of interest (e.g., duration of games played by each teacher) and then to export these data. We are primarily interested in how often teachers use each feature of GBG Tech (i.e., play a game, reshuffle teams, view the scoreboard). Additional management capabilities should include editing (default) game rules, changing titration schedule of game duration, modifying (default) point/tally types, and assigning administrative rights to other members of the research team.

Student & Parent Portal

These additional portal accounts will allow students and parents to view student progress by means of basic graphical representations of points/tallies earned. Based on these data, GBG Tech will offer suggestions of how to address these behaviors in the home setting (e.g., how to acknowledge or deliver rewards of prosocial behaviors). Both parents and students will be able to easily communicate to teachers by means of a built-in email messenger and the portals will be able to display the electronic rewards earned by each student. If a reward is used, it will be sent to the teacher's inbox to be redeemed and the student cannot use that reward again. Finally, students may be able to change the image/avatar linked to their account pending parental and teacher approval.

Security Considerations

The confidentiality and security of student data is a high priority and any safeguards that can be put into place to protect these data is essential. A few security considerations are worth mentioning. Web servers should be over HTTPS and user authentication information (e.g., passwords) should be protected by employing salted password hashing.

PUBLIC DATA OWNED BY THE STATE OF MISSISSIPPI

Per rule 1.4 of the State of Mississippi Enterprise Cloud and Offsite Hosting Security Policy, each agency must ensure that new contracts and amendments include the terms and conditions approved by ITS. The terms and conditions provided below are applicable for State of Mississippi data that the agency has categorized as **public** data.

Data Ownership: The State of Mississippi (State) shall own all right, title and interest in all data used by, resulting from, and collected using the services provided. The Service Provider shall not access State User accounts, or State Data, except (i) in the course of data center operation related to this solution, (ii) response to service or technical issues, (iii) as required by the express terms of this service, or (iv) at State 's written request.

Data Protection: Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Vendor to ensure that there is no inappropriate or unauthorized use of State information at any time. To this end, the Vendor shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:

a) At no time shall any data or processes which either belong to or are intended for the use of State or its officers, agents, or employees be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State .

Data Location: The Service Provider shall not store or transfer State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State data remotely only as required to provide technical support.

Notification of Legal Requests: The Service Provider shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. The Service Provider shall not respond to subpoenas, service of process, or other legal requests related to the State without first notifying the State unless prohibited by law from providing such notice.

Termination and Suspension of Service: In the event of termination of the contract, the Service Provider shall implement an orderly return of State data in CSV or XML or another mutually agreeable format. The Service Provider shall guarantee the subsequent secure disposal of State data.

a) Suspension of services: During any period of suspension of this Agreement, for whatever reason, the Service Provider shall not take any action to intentionally erase any State data.

b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the Service Provider shall maintain the existing level of security as stipulated in the agreement and shall not take any action to intentionally erase any State data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, dispose of all State data in its systems or otherwise in

its possession or under its control as specified in section 7(d) below. Within this 90 day timeframe, vendor will continue to secure and back up State data covered under the contract.

c) **Post-Termination Assistance:** The State shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.

Background Checks: The Service Provider shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration of a minimum of one (1) year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.

Security Logs and Reports: The Service Provider shall allow the State access to system security logs that affect this engagement, its data, and/or processes. This includes the ability to request a report of the activities that a specific user or administrator accessed over a specified period of time as well as the ability for an agency customer to request reports of activities of a specific user associated with that agency.

- These mechanisms should be defined up front and be available for the entire length of the agreement with the Vendor.

Contract Audit: The Service Provider shall allow the State to audit conformance including contract terms, system security and data centers as appropriate. The State may perform this audit or contract with a third party at its discretion at the State's expense.

Sub-contractor Disclosure: The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.

Sub-contractor Compliance: Vendor must ensure that any agent, including a vendor or subcontractor, to whom the Vendor provides access agrees to the same restrictions and conditions that apply through this Agreement.

Processes and Procedures: The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State so that the State can determine if and how adequate protection and flexibility can be attained between the State and the vendor. For example: virus checking and port sniffing — the State and the vendor shall understand each other's roles and responsibilities.

Operational Metrics: The Service Provider and the State shall reach agreement on operational metrics and document said metrics in the Service Level Agreement. Examples include but are not limited to:

- a) Advance notice and change control for major upgrades and system changes
- b) System availability/uptime guarantee/agreed-upon maintenance downtime

c) Recovery Time Objective/Recovery Point Objective

d) Security Vulnerability Scanning