**REQUEST FOR BIDS/PROPOSALS COVERSHEET**

THE UNIVERSITY OF SOUTHERN MISSISSIPPI  
Procurement and Contract Services  
118 College Drive #5003, Hattiesburg, Mississippi 39406-0001

**Date:** July 5, 2018

**Bid No. 19-03**

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. CST  
August 9, 2018

**Buyer:** Jessica Turner

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**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.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>RFx #3160002371</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESCRIPTION</td>
<td>RFP 19-03 University Web Site Build &amp; Implementation</td>
<td></td>
</tr>
</tbody>
</table>

**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.

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**PROPOSAL MUST BE RETURNED TO THE UNIVERSITY IN ACCORDANCE WITH THE SPECIFICATIONS. RFP 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.

---

**Signature Required**

AA/EOE/ADA1
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
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.) 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.

29.) 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
University Web Site Build & Implementation

REQUEST FOR PROPOSAL (RFP)

7/5/2018
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1.1. Issuing Institution / Department / Unit
The University of Southern Mississippi
iTech / Information Technology Services

1.2. Contact Information
Proposal Information:

Buyer
The University of Southern Mississippi
118 College Drive #5003
Hattiesburg, MS 39406
bids@usm.edu

Technical Information:

Financial Specialist
The University of Southern Mississippi
118 College Drive #5181
Hattiesburg, MS 39406
computer.orders@usm.edu

1.3. Important Dates
See Cover Sheet or contact the Proposal Information Contact(s) listed in Section 1.2.

1.4. Terminology
The term “RFP” refers to this Request for Proposals document.

For purposes of this RFP, the terms “Contractor”, “Vendor” and “Respondent” are used interchangeably.

For purposes of this RFP, the terms “The University of Southern Mississippi”, “Southern Miss”, “USM”, and “the University” are used interchangeably.

Any statement in this document that contains the word “must” or the word “shall” requires mandatory response and is so noted with “VENDOR RESPONSE REQUIRED” and requires mandatory compliance.

“Will comply” or “agreed” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.

“Acknowledged” should be used in each section when Vendor response is required.
“Acknowledged” simply means the Vendor is confirming to the University that the statement has been read and understood.

Technical terms used in this RFP are intended to follow industry conventions. Respondents should request clarification of terms wherever there is uncertainty as to the exact meaning.

Definitions:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>508</td>
<td>Section 508 (29 U.S.C. §794d), an amendment to the United States Workforce Rehabilitation Act of 1973, is a federal law mandating that all electronic and information technology developed, procured, maintained, or used by the federal government be accessible to people with disabilities to the same</td>
</tr>
</tbody>
</table>
Technology is deemed to be "accessible" if it can be used as effectively by people with disabilities as by those without. To demonstrate that a product or Web service is in compliance with Section 508, the creator completes a Voluntary Product Accessibility Template (VPAT 2.0), an "informational tool" that describes exactly how the product or service does or does not meet Section 508 standards. The completed VPAT 2.0 gets posted on the creator's Web site to provide government officials and consumers with access to the information.

<table>
<thead>
<tr>
<th>CAPTCHA</th>
<th>Completely Automated Public Turing test to tell Computers and Humans Apart: a system that is used to make sure that a human being, not a machine, is using a computer. The person may be asked to type in a series of letters or numbers, or to complete a simple game.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Content Strategy</td>
<td>Content strategy deals with the planning aspects of managing content throughout its lifecycle, and includes aligning content to business goals, analysis, and modeling, and influences the development, production, presentation, evaluation, measurement, and sunsetting of content.</td>
</tr>
<tr>
<td>Contract</td>
<td>Purchase Order issued by University of Southern Mississippi</td>
</tr>
<tr>
<td>CMS</td>
<td>Content Management System</td>
</tr>
<tr>
<td>CRM system</td>
<td>Customer Relationship Management system</td>
</tr>
<tr>
<td>D6</td>
<td>Drupal Version 6</td>
</tr>
<tr>
<td>D7</td>
<td>Drupal Version 7</td>
</tr>
<tr>
<td>D8</td>
<td>Drupal Version 8</td>
</tr>
<tr>
<td>DMARC</td>
<td>Domain-based Message Authentication, Reporting &amp; Conformance, is an email authentication, policy, and reporting protocol. It builds on the widely deployed SPF and DKIM protocols, adding linkage to the author (&quot;From:&quot; ) domain name, published policies for recipient handling of authentication failures, and reporting from receivers to senders, to improve and monitor protection of the domain from fraudulent email.</td>
</tr>
<tr>
<td>Information Architecture (IA)</td>
<td>The content components, metadata, workflow, roles, etc. that provide the framework for the implementation and management of the content strategy.</td>
</tr>
<tr>
<td>iTech</td>
<td>University Information Technology</td>
</tr>
<tr>
<td>Google Analytics</td>
<td>Google provided means of tracking and reporting on website traffic.</td>
</tr>
<tr>
<td>GSA</td>
<td>General Services Administration - The General Services Administration is an independent agency of the United States government, established in 1949 to help manage and support the basic functioning of federal agencies.</td>
</tr>
<tr>
<td>KPI</td>
<td>Key Performance Indicator(s)</td>
</tr>
<tr>
<td>Metadata</td>
<td><strong>Metadata</strong> is data that describes other data. Meta is a prefix that in most information technology usages means &quot;an underlying definition or description.&quot; <strong>Metadata</strong> summarizes basic information about data, which can make finding and working with particular instances of data easier.</td>
</tr>
<tr>
<td>Multisite</td>
<td>A network of sites on a single installation.</td>
</tr>
<tr>
<td>Nutch (Apache)</td>
<td>Open Source Production ready Java Implementation of a search engine/web crawler</td>
</tr>
<tr>
<td>OG</td>
<td>Organic Groups, a Drupal collection of content and/or people</td>
</tr>
<tr>
<td>POC</td>
<td>Point of Contact</td>
</tr>
</tbody>
</table>
**Responsive Design**

Responsive Design suggests that design and development should respond to the user’s behavior and environment based on screen size, platform and orientation. The practice consists of a mix of flexible grids and layouts, images and an intelligent use of CSS media queries. Site design and functionality should automatically switch to accommodate for resolution, image size and scripting abilities across multiple device sizes, ranging from mobile phone to tablet to desktop to widescreen, etc.

**SOLR**

Solr is an Apache open source full text search framework. To work with Nutch, the Solr receives the Nutch crawl data and proceeds to index the data.

**SSO**

Single Sign-On

**Taxonomy**

Classifications that provide the ability to organize an unstructured collection of data

**Templates (Component Level Design/Atomic Design Components)**

The following functional design templates are provided:
- Homepage
- Top Level Landing
- College Level Landing
- Academic Program/School Page
- Universal Page

**Top Level Sites**

First three levels of the IA.

**TBD**

To Be Determined

**UC**

University Communications

**UI**

User interface design is to produce a user interface which makes it easy (self-explanatory), efficient, and enjoyable (user-friendly) to a web site in a way which produces the desired result.

**USM**

University of Southern Mississippi

**USM Contract Manager**

USM Procurement Buyer

**WCAG**

Web Content Accessibility Guidelines explain how to make web content more accessible to people with disabilities. Developed through the W3C process in cooperation with individuals and organizations around the world, with a goal of proving a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally.

**WCAG 2.0**

A stable, referenceable international technical standard for accessibility that indicates how to make Web content accessible to people with a wide range of disabilities. It has 12 guidelines that are organized under 4 principles/universal design concepts: perceivable, operable, understandable, and robust. For each guideline, there are testable success/fulfillment criteria, which are at three levels: A, AA, and AAA.

**WCAG 2.0 Conformance Claim**

A document confirming that every page included in the claim meets the WCAG 2.0 Success criteria at either A, AA, or AAA compliance levels.

**Web Analytics**

Web analytics is the measurement, collection, analysis and reporting of web data for purposes of understanding and optimizing web usage.

**Web Content**

Generally refers to the information in a web page or web application, including:
- natural information such as text, images, and sounds
- code or markup that defines structure, presentation, etc.

**Web Team (University Web Team)**

The Web Team includes staff from University Communications and iTech that will lead the university’s digital effort. Administering the website, content management system and other related web tools.
Maintaining templates, features, and widgets within the CMS that can be leveraged across the web presence.

| WordPress | WordPress is a free and open-source content management system (CMS) based on PHP and MySQL. Features include a plugin architecture and a template system. |
| WYSIWYG | An acronym for "What You See Is What You Get." In computing, a WYSIWYG editor is a system in which content (text and graphics) onscreen during editing appears in a form closely corresponding to its appearance when printed or displayed as a finished product. |
| W3C | World Wide Web Consortium |

1.5. Instructions to Vendors

Sealed proposals for this RFP will be received in the Department of Procurement & Contract Services Office, Bond Hall, Second Floor, Box 5003, Hattiesburg, Mississippi 39406-5003 until 2:00 p.m. of the specified date on the cover sheet.

Each proposal must be submitted in a sealed envelope bearing on the outside the name “University Web Site Build & Implementation,” the name of the Vendor, the Vendor address, and the notification of opening at 2:00 p.m. on the specified date on the cover sheet.

Any proposal may be withdrawn prior to scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered.

The University of Southern Mississippi reserves the right to accept or reject any or all proposals and to waive any formalities.

Vendors are responsible for examining all specifications, terms, conditions, and instructions of this request. Failure to do so will be at Vendor’s risk.

Vendors need to use the same outline numbering, and respond to each one, even if the response is "No response required." The Vendor needs to respond in writing with “acknowledged,” “will comply,” or “agreed” to any section that contains “must” or “shall” to confirm agreement. Failure of the Vendor to meet this requirement may cause a Vendor’s response to be thrown out and considered non-responsive at the sole discretion of the University.

If the Vendor cannot respond with “acknowledged,” “will comply,” or “agreed,” then the Vendor MUST respond with “exception.” (See Section 5.15, for additional instructions regarding Vendor exceptions.)

Where an outline point asks a question or requests information, the Vendor MUST respond with the specific answer or information requested. In addition, Vendor should provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

Many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the University’s sole discretion, being subject to disqualification.

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The University will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.
1.5.1. 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.

VENDOR RESPONSE REQUIRED: Documentation provided in RFP response on page_____.

1.5.2. 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.
- USM may be willing to grant the Vendor a nonexclusive license to use USM’s software subject to creation of acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
- Ownership of Custom Tailored Software:
  In installations where the Vendor’s intellectual property is modified and custom-tailored to meet the needs of USM, the Vendor must offer USM an application license entitling USM to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.
- 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.
- The University 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.
  - Any third-party products included in the Vendor’s proposal must be licensed to USM at time of purchase.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

1.5.3. REMOTE ACCESS VIA VIRTUAL PRIVATE NETWORK

Vendor must understand that the USM’s Enterprise Security Policy mandates that all remote access to and/or from USM network, Acquia Cloud or a new environment 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. 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.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

### 1.5.4. RESPONSIBILITY FOR BEHAVIOR OF VENDOR EMPLOYEES/SUBCONTRACTORS

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of the university or working remotely. Any Vendor employee or subcontractor acting in a manner determined by the administration of the university to be detrimental, abusive, or offensive to any of the staff or student body of the university will be asked to leave the premises and can be suspended from further work on the premises.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

### 1.5.5. PRE-BID MEETING

A pre-bid meeting will be held to answer questions submitted by Vendors during the bid proposal advertising. Vendor questions to be answered at the pre-bid meeting must be submitted by 5:00pm CST Tuesday, July 24, 2018 to the contacts listed in Section 1.3. The meeting will be held on Thursday, July 26, 2018 at The University of Southern Mississippi in McCain Library room 203 at 10:00am CST to 11:00am CST. Attendance is not required but is recommended. Vendors that are not able to attend may request a copy of the meeting minutes. Requests for meeting minutes must be sent prior to the pre-bid meeting via email to the Proposal Information Contact(s) listed in Section 1.2.

To access the Vendor Web Conference, Vendor must contact the Proposal Information Contact(s) listed in Section 1.2 of this RFP via email no later than 2:00 p.m. Central Time July 24, 2018 to receive instructions on how to enter into the web conference.

If appropriate, the University will respond with an addendum no later than the following Wednesday, August 1, 2018. Extensions to the proposal due date will only occur if deemed necessary by the University to allow Vendors sufficient time to review the responses.

All Vendor representatives in attendance to the Vendor Pre-Bid Meeting must document their attendance as directed in the Pre-Bid Meeting instructions.

Vendors are highly encouraged to review the specifications contained in this document prior to the Vendor Pre-Bid Meeting. While the Vendors will be provided an opportunity to ask questions during the conference, USM’s answer to specific questions may be to ask the Vendor to submit the question in writing.

### 2. Vendor Information and Qualifications

#### 2.1. Contact Information

**2.1.1. REQUIRED INFORMATION**

**VENDOR RESPONSE REQUIRED:**

The respondent must provide the following information for each of the parties below:

- Responding Company
- Contact Name
- Address
2.1.2. PRINCIPALS
Company principals or corporate officers

2.1.3. CONTRACT EXECUTIVES
Executive that will be the purchase contract authority for the transaction described in this RFP.

2.1.4. ACCOUNT EXECUTIVES
Executive(s) that will be responsible for managing the business relationship between the respondent and Southern Miss described in this RFP.

2.2. Right to Request Information
The University 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. The University 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. The University reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the University is aware, even if that customer is not included in the Vendor’s list of references.

2.3. Professional Standing
Respondents to this RFP MUST be in relevant professional practice and MUST provide a W-9 for verifiable documentation in the RFP response. If applicable, vendor should also provide Business License jurisdiction and numbers, and Contractor License numbers for both the primary and subcontractors.

1. Provide information substantiating that the Vendor has the financial viability 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 should 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 should 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 with copy of D & B report. Note: USM will not pay D & B for these reports.

**VENDOR RESPONSE REQUIRED:** Vendor W9 provided in RFP response on page_____.
Additional information (please use N/A if not applicable):

| Business License Jurisdiction: |  |
2.4. Vendor Qualifications

The Vendor qualifications section 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.

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.

Vendors must respond to all of the following questions in Items 2.4.1 through 2.4.4, in a thorough, concise manner. If these answers are not included in the bid response, the bid response may be subject to disqualification.

2.4.1. Vendor Profile and Qualifications

2.4.1.1. History

- Provide background details on the company including year started, business structure, ownership information, and changes in control, mergers, restructuring, and acquisitions in the past five (5) years.
- How many years has Vendor’s company been in business? Of those, how many in public university applications?
- How many in web content strategy, environment assessment, design and deployment?
- What CMS tools are used & how many years?
- Any experience with Drupal 6, 7 & 8?
- 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.
- How many years with integrated search products?
- How many years with forms builder products?
- How many years with integrated calendar products?

2.4.1.2. Prior Experience with USM:

- Provide details of experience in successfully implementing a project with USM as verified by a letter from the Project owner that references the following items Date project began
- Date project completed
- Was the project on time and within the budget?
- Were there any issues that arose and if so, were those resolved successfully?

2.4.1.3. CMS Migration and Implementation Experience:

Provide details of experience with implementing a variety of architectural solutions, including, multi-sites, work/collaborative groups, domain access, taxonomy-driven groups, as well as responsive design.
2.4.1.4. **STRATEGIC DIGITAL COMMUNICATIONS EXPERIENCE:**
Provide details of experience in providing strategic digital communications implementation planning at the institutional level. Demonstrate the Vendor is an authoritative voice on industry trends, best practices and strategies in both higher education and web/digital communications.

2.4.1.5. **WEB ACCESSIBILITY COMPLIANCE:**
Provide details of experience with Section 508 and Web Content Accessibility Guidelines:

- Certification or Experience adhering to federal Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0/2.1-AA standards when designing, building, and implementing websites;
- The Vendor should provide a completed Voluntary Product Accessibility Template (VPAT 2.0) or comparable accessibility documentation to address accessibility compliant features or standards available in the CMS (http://www.itic.org/dotAsset/5644ecd2-5024-417f-bc23-a52650f47ef8.doc);
- Copies of any internal accessibility documentation indicative of the best practices you implement, white papers relied on or created by your staff on the topic of accessibility compliance and any case studies created on former clients that related to accessibility of sites which you built; and
- A list of at least three (3) sample live sites built to both 508 and WCAG 2.0-AA standards within the past 24 months that includes the following information as to each site:
  - An explanation of the methodology used to review and confirm accessibility compliance, including but not limited to, any of the following:
    - identification of tools used to confirm accessibility;
    - list of agencies who worked with you to evaluate accessibility; and
    - explanation of the testing process/procedures used to verify accessibility.
  - A detailed explanation as to any deviation from the standard and the status in terms of remedying any such situation.
- In lieu of c above, you can provide either a Statement of Accessibility or a WCAG 2.0/2.1 Conformance Claim for any of the sample live sites as long as any such document is not older than two years from the date you submit your response to this RFP.

2.4.1.6. **CMS EXPERTISE:**
Provide documentation indicating that your organization meets one or more of the following criteria:

- Staff serve as core owners in a CMS Development Community or other equivalent CMS;
- Staff serve as security team members in a CMS Development; and/or
- Staff serve as module contributors in a CMS Development

2.4.1.7. **HIGHER EDUCATION EXPERTISE:**
Documentation confirming the level of expertise the organization has with higher education. Each individual working on the project should have experience in higher education implementations. Provide a summary and table of contents from a sample higher education digital communication strategy document/migration plan, redacted as necessary for client confidentiality:

- Goal is for us to understand how your process for moving from technical design 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.
2.4.1.8. **Organizational Structuring:**

Provide documentation supportive of each of the following:

- Organization located in the Continental United States with US-based staff.
- 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.

**Vendor Response Required:** Documentation provided in RFP response on page _____.

2.4.2. **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 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.
- That the individual is proficient in spoken and written English;
- That the individual is a U.S. citizen and resides in the continental United States or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U.S. citizens.
- 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. This requirement includes the responsibility for ensuring all non-citizens.

**Vendor Response Required:** Vendor acknowledges OR Vendor Exception.

2.4.3. **Vendor Staff**

- The intent of this section is for Vendor to provide details substantiating that the resources to support the requirements of this RFP.
- Describe the proposed Vendor staff, including:
  - 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.
  - Describe the number and type of technically certified staff.
- 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 (issues list, action items doc, design doc, task list, Gantt chart, test plan, implementation plan, change control) of the project; proactively monitors billing for accuracy; and is responsible for resolution of all billing. Vendor must name and provide a resume for the designated PCM in Vendor’s proposal.
- 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.
- Vendor must provide the State of incorporation of the Company, and a name, title, address, email address and telephone number.
- Please include the following information for the proposed solution:
  - Number of clients currently using the current version of the proposed solution in a production environment,
  - Number of in progress implementations, and
  - Number of upgrades released in the past three (3) years.
• The Vendor must describe any certifications their organization has achieved such as Site Builder designations (ISO 9000, CMM levels, and Six Sigma).

**VENDOR RESPONSE REQUIRED:** Documentation provided in RFP response on page_____.

### 2.5. References

Respondents **must** provide a minimum of three (3) customer references, including contact information, that have implemented the proposed solution and/or services in the last 24 months; preferably from higher education institution two or more in higher education & the rest in other industries, who can speak to the required service expertise and provide documentation regarding your company and staff. If these references are not included in the bid response, the University reserves the right to request these references prior to review of the bid. If they are not provided by the requested deadline, the bid response may be subject to disqualification.

**VENDOR RESPONSE REQUIRED:** References provided in RFP response on page_____.

### 2.6. Foreign Corporations (outside Mississippi)

If applicable under Mississippi law, Vendors should be registered with the Mississippi Secretary of State’s office in order to transact business in the State of Mississippi. Respondents to this RFP **MUST** provide appropriate proof that this registration has been completed before a bid can be awarded. Additional information regarding this Certificate of Authority can be found on the [Mississippi Secretary of State’s website](http://www.sos.ms.gov).

**VENDOR RESPONSE REQUIRED:** Proof of registration provided in RFP response on page_____ OR Vendor will comply if selected.

### 2.7. Insurance for Contractors on Campus

If this RFP is for services / contractual labor, the Contractor, as an independent contractor, **shall** provide proof of Comprehensive General Liability insurance, Workers’ Compensation insurance and Commercial Auto Liability insurance. The Contractor shall provide a Certificate of Coverage e-mailed prior to 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 and 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 The University of Southern Mississippi as an additional insured and be endorsed accordingly. The Comprehensive General Liability coverage shall be a minimum amount of One Million Dollars ($1,000,000) per occurrence and the Commercial Auto Liability coverage shall be a minimum amount of Three Hundred Thousand ($300,000) through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance.

**VENDOR RESPONSE REQUIRED:** Certificate of Insurance provided in RFP response on page_____ OR Vendor will comply if selected.

### 3. Form and Content of Proposals

#### 3.1. 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 **should** be bound.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.
3.2. Completeness of Response
Vendors MUST include responses to all of the provisions and items of this RFP. Failure to comply may cause the response to be considered incomplete.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

3.3. Abbreviated Responses
Simple concurrence or acknowledgement to items not needing a specific Contractor statement may be used. However, simple concurrence or acknowledgement of items that do require a specific Contractor statement, explanation or supporting materials will be considered non-responsive.

3.4. Vendor Responsible for Completeness of Costs
It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor. The Vendor must complete the Cost Information Submission in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the Cost Information Submission.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

3.5. Sole Point of Contact
USM will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1. The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor’s commitments are binding on all such parties and consequently USM is only required to negotiate with the Vendor.
2. Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to USM from any contractor, third party or subcontractor without USM having to negotiate separately or individually with any such parties for these terms or conditions.
3. Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party’s name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by USM, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of USM. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor’s proposal and subsequently accepted by USM.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.
3.6. Copies
At least one (1) signed original and two (2) signed copies of the proposal MUST be provided. The University requires a portable electronic virus/malware free copy (CD, thumb drive) of the RFP response from the responding Vendor to be included in the bid response package. If an electronic copy is not included, the University reserves the right to request an electronic copy of the exact bid response prior to review of the bid.

VENDOR RESPONSE REQUIRED: Vendor complied OR Vendor Exception.

3.7. Signatures
A duly authorized and legally binding original signature must be present on each submitted copy of the proposal.

4. RFP and Proposal Terms and Conditions

4.1. Right to Withdraw Proposals
Vendors may withdraw proposals at any time prior to signature of purchase contract for any reason they deem appropriate.

4.2. Right to Reject Proposals
The University reserves the right to accept any proposal or, at its discretion, reject any or all proposals for any reason it deems appropriate.

4.3. Questions and Answers
All Vendors will receive copies of questions and responses, which are deemed pertinent by the University. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to this RFP's contact person for more information, and no later than the last date for accepting questions provided in this RFP. All such questions will be answered officially by the University in writing. Pertinent questions and answers will become addenda to this RFP. Questions submitted after the deadline are subject to be discarded.

4.4. University Not Responsible for Proposal Expenses
Receipt of a proposal does not obligate the University to pay any expenses incurred by the Contractor in preparation of the proposal or obligate the University in any other respect.

4.5. University Right to Modify Specifications
The University reserves the right to modify the specifications contained herein at any time during the proposal period. No modification or interpretation of the specifications other than through the issuance of addenda will be binding upon the University. Contractors must notify the University as soon as possible of any omissions or errors in the specifications so that corrective addenda may be issued.

4.6. Alternatives and Equivalents to Requirements
Alternatives and equivalents to the University stated requirements will be reviewed and evaluated. The Vendor must submit an explanation of how/why the substituted product is an alternative or an equivalent. The University reserves the right to reject any proposals that do not comply with this instruction. Glossy ads, such as published materials used for advertisements, may be included, but are not acceptable as substitute for the Vendor explanation as to how/why the described product is an alternative or an equivalent.
4.7. **Non-Performance**

In the event of non-performance on the part of the Vendor (i.e., failure and/or inability to meet agreed upon deadlines or specifications as outlined herein), consequential damages or breach of contract may be claimed by the University.

4.8. **Rejected Material**

If material is rejected during normal inspections or at the final acceptance inspection, it will be reported to the Vendor in writing.

If the Vendor does not take action to repair, remove, or replace the rejected material within ten (10) days after receipt of written notice, the University reserves the right to remove and replace the material. The Vendor **shall** be responsible for any and all expenses associated with the remediation of the material.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

4.9. **Restricted Communications**

From the issue date of this RFP until a Vendor is selected and announced, all responding Vendors or their representatives may not communicate, either orally or in writing, regarding this RFP with any University employee except as noted herein. Vendor may consult with the University’s specified points of contact listed above in Section 1.2. Conversations with persons other than designated contacts about any aspect of this RFP, proposal, contract, or purchase may subject a Vendor’s response to be rejected.

4.10. **Confidentiality**

All information in this RFP is considered confidential and should not be disclosed to third parties until after award of the contract.

All proposals become the property of The University of Southern Mississippi upon receipt. The proposals will not be released in part or in total for third party evaluation, unless other arrangements are requested at the time of proposal submission, or a public records request is made from an outside party in accordance with Mississippi Public Records Act, §§25-61-1, et seq., Miss. Code Ann. 1972.

4.11. **Request for Proposals Do Not Obligate**

Neither the publication nor distribution of this RFP nor the receipt of proposals constitutes any obligation or commitment on the part of the University. This RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

4.12. **Use of Information**

The University reserves the right to use any or all design ideas or concepts presented in any proposal submitted in response to this RFP. This right will exist even if proposal states otherwise.

4.13. **Publicity**

No public mention of this RFP, contract, or purchase may be used for publicity, marketing, sales or promotional purposes without prior written approval from the University.

4.14. **Negotiating with Next-Ranked Vendor**

Should USM cease doing business with any Vendor selected via this RFP process, for any reason, USM reserves the right to initiate negotiations with the next ranked Vendor.
4.15. Disclosure of Proposal Information

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the Mississippi Public Records Act.

5. Purchase contract Terms and Conditions

5.1. Acknowledgment Precludes Later Exception

By responding to this RFP, the Vendor is contractually obligated to comply with all items in this RFP, including the Standard Contract in Exhibit A if included herein, except those specifically listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP may not later take exception to any item in this RFP during purchase contract negotiations. The University, at its sole discretion, may require that all or part of this RFP document as well as the vendor’s RFP response be included as an attachment to the executed contract. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions for subcontractors or separate terms and conditions will be entertained after the fact.

5.2. Mandatory Legal Provisions

- Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- The Vendor shall have no limitation on liability for claims related to the following items:
  - Infringement issues;
  - Bodily injury;
  - Death;
  - Physical damage to tangible personal and/or real property; and/or
  - The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor’s employees or subcontractors.
- All requirements that the University pay interest (other than in connection with lease purchase contracts not exceeding five years) are deleted.
- Should any of the terms and conditions in the purchase contract be in conflict with the laws of the State of Mississippi, the laws of the State of Mississippi shall supersede and govern. A revision of the terms and conditions will be required to ensure compliance with Mississippi state law.
- The University shall not pay any attorney’s fees, prejudgment interest or the cost of legal action to or for the Vendor.

VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

5.3. Draft Contracts

A properly executed contract (included in Appendix A) is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with the University. The inclusion of this contract does not preclude the University from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP. If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the Proposal Exception Summary Form included in this RFP. The Proposal Exception Summary Form must be submitted to the University with the signed Bid response.
The bid response **MUST** include guaranteed pricing for an option to renew the contract annually for up to four (4) additional years. Renewal for up to four (4) additional years is not guaranteed and at the discretion of the University; whatever is deemed to be in the best interest of the University. Failure to provide guaranteed pricing will result in the response being rejected from consideration.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception. Notice of guaranteed pricing included in bid response on page _____.

The University requires one point of contact for management of the implementation and services of this purchase contract.

The University reserves the right to include the awarded Vendor’s response to this RFP in the final negotiated contract.

A draft Service Level Agreement (SLA) **MUST** be submitted with the response if hosting is included in the bid. Failure to provide a SLA can result in the response being rejected from consideration.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception. Service Level Agreement included in bid response on page _____.

The winning Vendor **is required** to complete a Professional and Personal Services Agreement and Independent Contractor Status Determination and Documentation Form for the services included in this RFP prior to a Purchase Order being issued. See Appendix B for draft documents.

**VENDOR RESPONSE REQUIRED:** Vendor will comply if selected OR Vendor exception.

### 5.4. Draft Purchase Agreement

Intentionally left blank.

### 5.5. Payment

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

The University requests to be invoiced annually for Software Hosting and Support if applicable.

By responding to this RFP, Vendor agrees that during implementation, the University is to be billed in installments based upon mutually agreed upon completed project implementation milestones. The final installment will be issued within 30 days of completion of the implementation.

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.

USM may choose to use a VISA® Purchasing Card and E-Payables PAVA process for invoice payments in place of a check to pay for purchases from this solicitation. Unless exception is noted in the bid response, the bidder, by submitting a response agrees, to accept the VISA® Purchasing Card and E-Payables PAVA process as an acceptable form of payment and may not add additional service fees/handling charges to purchases made with the VISA® Purchasing Card.

### 5.6. Pre-Payments with Pro-Rata Refund

State law (Section 31-7-305 of the Mississippi Code Ann.) authorizes the issuance of payment after receipt of the invoice and receipt, inspection, and approval of the goods and/or services. The intent is that goods and services must be received, inspected, and accepted prior to payment. Pursuant to this requirement, where pre-payment has been authorized, all pre-payment contracts will require the following statement in the Termination section: “Upon
termination of this Agreement by Licensee or by Licensor, Licensor shall issue Licensee a refund of a proportionate share (based on the number of days in the term year before and after the termination) of the Annual Fees paid with respect to that term year.”

5.7. Purchase contract Components
This RFP, written questions, answers to questions, Vendor’s proposal, and other documents associated with this RFP may become part of the resultant purchase contract.

5.8. Changes to Purchase contract
During the course of the delivery and ordering process, either party may issue requests for changes in the purchase contract. This shall take the form of either a modification to the original purchase contract or a written Addendum which, if accepted by both parties, shall be executed as a change to the purchase contract, which will thereby be amended to the extent of the change. In no event shall changes involving extra costs to The University of Southern Mississippi be allowed to proceed without prior written approval.

5.9. USM Terms and Conditions
Unless written exception is provided in the RFP response, the winning Vendor agrees to be bound by the USM Terms and Conditions, which are incorporated herein, and may be found at https://www.usm.edu/procurement-contract-services/usm-terms-and-conditions.

VENDOR RESPONSE REQUIRED: Vendor will comply OR Vendor Exception.

5.10. Materials and Warranties
All materials/software provided to the University under the purchase contract MUST be newly manufactured and carry the manufacturer’s original warranty.

All materials/software must be unaltered and conform to the manufacturer’s official published specifications. The warranty shall begin at the material acceptance date and remain in effect for the manufacturer’s standard product warranty period.

The Vendor shall agree to repair, adjust, and/or replace (as determined by the University to be in its best interest) any defective materials at the Vendor and/or manufacturers’ sole cost. The University will incur no costs for service or replacement of materials during the warranty period.

The Vendor must be the sole point of contact for warranty issues.

The warranty period involves at a minimum of 120 day period during which the Vendor must warrant that the system performs as stated in the RFP response. The warranty period must include the necessary Vendor support to correct any system deficiencies found and to provide any other system consultation as needed.

The warranty period will not begin until the system is fully implemented and accepted by the university (Phases will be a warranty period).

The Vendor must agree to warrant any and all application software proposed to be free of errors for a minimum period of 120 days after acceptance of such software. During this period, the Vendor will agree to correct any errors discovered at his own expense. If the system fails during warranty due to a bug, the vendor will offer a workaround solution within 24 hours and a full fix within 5 business days.

The Vendor must state and discuss the full warranty offered during the warranty period on all system software proposed and state if it is longer than the minimum.

This warranty must cover all components of the system, including all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Vendor, including but not limited to: documentation, integrations, databases, themes,
modules, configurations, content types, taxonomies, blocks, views, users, custom code and any other customizable/configurable features and functionality.

This warranty must apply to USM.edu site build out, plus any customizations programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Vendor specifically for this procurement.

The Vendor must agree that all corrections made during the warranty period will be considered an integral part of the proposed system and will be available to USM under the normal license agreement at no additional charge.

Warranty coverage should also include provision for enhancements, fixes, and upgrades free of charge for work defined in this project. Vendor must acknowledge the inclusion of all required warranty features.

The Vendor must express the Vendor’s responsibility to perform immediate high priority attention to any corrections needed. The statement must include that errors will be identified in USM’s sole judgment and that after 10 working days without correction, USM shall have the right to assess a penalty based on the SLA in the project SOW agreement & contract.

**VENDOR RESPONSE REQUIRED:** Vendor will comply OR Vendor Exception.

### 5.11. Final Acceptance

The following requirements **must** be met before the purchase will be considered complete and final payments made. A minimum of fifteen (15%) percent of the purchase contract price may be held until final acceptance.

- An inspection by University personnel will have been completed and all issues and/or defects will have been resolved and brought into conformance with the letter and spirit of the specifications, terms, and conditions of the purchase contract.
- Acceptance of the licenses, software and/or equipment (if required) and the release of final payment will be dependent on the items meeting specifications set forth in this RFP without defect for a period of 45 days.

The University of Southern Mississippi reserves the right to itself or its designated representatives to inspect and approve all items included in this purchase.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

### 5.12. Legal and Regulatory Compliance

Respondents are required to comply with all applicable local, State and Federal laws, codes, ordinances, and regulations in the provision of the materials required.

Respondents **must** comply with Personally Identifiable Information (PII) data protection with regard to State, Federal, and University regulations and policies.

The winning Vendor’s candidate(s) are each required to sign a “Confidentiality Statement” and a “Special Usage and Confidentiality Agreement” prior to gaining access to University systems. See Appendix B for draft documents.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

### 5.13. Patent Infringements

The Vendor **shall** agree to indemnify The University of Southern Mississippi with respect to any legal suit, claim, or proceeding, which may be brought against it claiming the use of the proposed material constitutes an infringement of any patent or trade secret. The Vendor will further agree to defend the University against any such claims and to pay all litigation costs, attorneys’ fees, settlement payments, and any damages awarded or resulting from any such claims.
VENDOR RESPONSE REQUIRED: Vendor acknowledges OR Vendor Exception.

5.14. Valid Purchase Contract Required to Begin Work
The winning Vendor should not commence any billable work until a valid purchase order and applicable contract have been executed. Any work done by the winning Vendor prior to the execution of the purchase order and applicable contract is complete will be at the Vendor’s sole risk. The University is under no obligation to pay for work done prior to the execution of a purchase order and applicable contract.

5.15. Segmentation of Award
The University reserves the right to make multiple awards. The University reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the University. The itemization of costs must be detailed enough to allow for such changes and to make appropriate and fair cost adjustment calculations resulting from such changes reasonable and manageable.

USM’s preference in issuing this RFP is to award a single contract.

5.16. Proposal Exception
Please return the Proposal Exception Summary Form at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that the Vendor takes no exceptions to any item in this RFP document.

5.16.1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
- The specification is not a matter of State law;
- The proposal still meets the intent of this RFP;
- A Proposal Exception Summary Form is included with Vendor’s proposal; and
- The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.

5.16.2. The Vendor has no liability to provide items to which an exception has been taken. The University has no obligation to accept any exception. During the proposal evaluation and/or purchase contract negotiation process, the Vendor and the University will discuss each exception and take one of the following actions:
- The Vendor will withdraw the exception and meet the specification in the manner prescribed;
- The University will determine that the exception neither poses significant risk to the project nor undermines the intent of this RFP and will accept the exception;
- The University and the Vendor will agree on compromise language dealing with the exception and will insert same into the purchase contract; or
- None of the above actions are possible, and the University either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.

5.16.3. Should the University and the Vendor reach a successful agreement, the University will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor’s exceptions. The Proposal Exception Summary, with those exceptions approved by the
University, will become a part of any purchase contract on acquisitions made under this RFP.

5.16.4. An exception will be accepted or rejected at the sole discretion of the University.

5.16.5. The University desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable purchase contract, substantially within the standard terms and conditions of the University’s RFP, including the Standard Contract in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the University, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

**PROPOSAL EXCEPTION SUMMARY FORM**

**VENDOR RESPONSE REQUIRED:** List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below. If no exceptions are taken, please note “No Exceptions” in item 1 in the table below.

<table>
<thead>
<tr>
<th>RFP Reference (Reference specific outline point to which exception is taken)</th>
<th>Vendor Proposal Reference (Page, section, items in Vendor’s proposal where exception is explained)</th>
<th>Brief Explanation of Exception (Short description of exception)</th>
<th>University Acceptance (sign here only if accepted)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>7.</td>
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6. **Scope of Work**

6.1. **Introduction**

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 technical design and implementation of university websites at an enterprise level for public state institutions and/or large municipalities or other large local governments comparable in size to USM. 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.

The current University site contains approximately 10,000 pages existing across Drupal 6, 7, 8, and other CMS tools that would be integrated. Our estimate is the new site will contain less than 7,000 pages but will not be determined until the full IA is completed as a vendor deliverable as part of this project. For RFP cost quotes, use a base of 5,000 pages with increments of 1,000 (i.e. 5,000, 6,000, or 7,000).
The University is seeking a vendor to build the complete university site currently in Drupal 6, 7, 8, other CMS products & non CMS pages to one CMS tool. With the end of the Drupal 6 support, this project needs to be complete & implemented as soon as possible but must be done before June 2019.

A functional design has been completed and will be provided as a guide to build the site in addition to the IA documentation.

The goal is to use the web and digital communications as strategic assets to strengthen the University in each of the following ways:

- Recruitment of prospective students to grow enrollment and elevate the academic profile of the student body.
  - Development of a recruitment-focused student funnel at the top level of the usm.edu that keeps prospective students in a consistent experience with tailored content, calls to action, navigation and design; and that drives students to conversion actions such as providing contact information, scheduling visits, and applying for admissions and financial aid; with measurable conversions via integration with Google Analytics.
- Retention, progression and graduation of current students
  - Creation of the site as a portal for internal/retention communications, resources and services.
- Brand reputation, perception and PR related to the University accomplishments and progress
- Engagement, participation and attendance for events, fundraising, games, free/pay services, summer camps, etc.

6.2. Objectives

The University of Southern Mississippi’s web upgrade/redesign project seeks to create a more dynamic, interactive, customized, flexible, scalable and integrated web presence, leveraging the full potential of web and digital tools and features. The following objectives must be met.

- Move off Drupal 6 & 7 to reduce security vulnerabilities.
- Integration of separate news platform, currently running D6 OpenPublish, into the main installation.
- Integration/upgrade of separate D7 intranet platform for a more unified system, shared content, etc.
  - Integration of multiple sites that currently reside outside the Drupal core.
  - Architect site to be scalable and allow for the implementation of iterative changes.
- Implement responsive theming.
- Create a more dynamic, interactive, immersive and/or animated user experience, including more video for better user engagement.
- Improve search within usm.edu with better tools and UI for content managers, leading to improved user experience.
- Implement tools to become more data-informed and data-driven for decision-making. Develop and integrate an Analytics framework tied to target user actions for tracking campaigns, events/actions, etc. Reduce bounce rate and keep users engaged with related content that is now currently separate.
- Structure the CMS so it can serve as a publishing hub that can feed other digital platforms such as mobile apps.
- Adhere to Section 508 which adopts Web Content Accessibility Guidelines (WCAG) 2.0/2.1-AA) as the standard for creating web content, as defined by the World Wide Web Consortium (W3C).
- Integrate with the university’s user authentication system (ADFS, SAML, LDAP) to allow access to a specific group of users; faculty, staff or students.
- Provide improved training for CMS users through vendor-provided materials and methodology.
• Implement best practices with CMS on such topics as caching and performance, to improve user experience and ensure proper expectations for content authors when publishing.

Optional Additional objectives that should be included:

Search:
We are currently using Google, if a better product is available then include all cost details, otherwise include Google as part of the design/implementation to integrate and optimize the product within the site.

Calendar:
We do not have a central integrated university wide calendar tool, include costs and integration of a tool that will handle this function as part of this bid (if available).

Form builder:
We are currently using MachForms but require a replacement to meet accessibility & all PII, FERPA & HIPAA compliance standards. Data encryption is required as well.

Hosted or On Site:
Our current system is hosted with Acquia. We have in the past had this site in-house and would be open to support that option again. If a hosted environment is available, include the cost & service support details (preferred option). If a hosted environment is not available then you must provide high availability (HA) specifications (servers, space & tools required) to support the quoted CMS site in-house. Hosting is preferred.

Hosting of current Site
Our current system is hosted with Acquia. If the new site is not delivered and live by June 2019 then the existing site will need to be transferred and hosted until the new site is complete & live, include the cost & service support details.

USM is open to a variety of technical and business approaches to meeting these goals and objectives. Proposals should include technical approach, and business scaling models to achieve these objectives.

Content load & build:
An approach to help meet the deadline, if available, should provide an itemized breakout for content input into the new site based on the IA documentation. Content load by the vendor is preferred.

The following items are considered Out of Scope for this RFP:
• Videography
• Photography
• Content Authoring

6.3. **Criteria for Award of Purchase contract:**
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.
6.3.1. PRESENTATION:

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 of a reference site that they designed & implemented via video conference or on-site. Vendor must provide a two to six page document with a description of your technical design and implementation experience, a high-level project plan or case study based on a reference site that has similar requirements as the university. This reference site example can be used in the oral presentation if requested.

All proposals will be evaluated by appointed representatives of the university in accordance with the following procedures:

- The Appointed Representatives of the Evaluation Committee will evaluate the vendor written responses on the criteria set forth under Instructions to Vendors in Section 1.5.
- The written responses will be evaluated by the Evaluation Committee on the Criteria listed under Detailed Specifications and Requirements (Section 6.5). Point values assigned are listed below.
- The initial evaluations will take place separately and without discussion among Evaluation Committee members. The Evaluation Committee members will then meet to identify the top proposals for further consideration.
- If Oral Presentations are required, a series of questions will be prepared by the Evaluation Committee and presented to each Short Listed vendor by purchasing representative. Additionally, a set schedule will be made available from which a Presentation date will be chosen by vendor.
- If the Evaluation Committee determines that Oral Presentations are not required the determination of the preferred vendor will be communicated to the USM Department of Procurement and Contract Services.
- After a preferred vendor is identified, a purchasing representative will send notification letters (via e-mail) to all vendors regarding Evaluation Committee’s decision to award.

6.3.2. SELECTION PROCESS:

The evaluation will be conducted in four stages as follows:

a. Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, and timely delivery, and must be responsive to all mandatory requirements. Failure to submit a complete proposal may result in rejection of the proposal.

b. Stage 2 – Non-cost Evaluation (all requirements excluding cost)
   i. Non-cost categories and possible point values are as shown in the table below.
   ii. USM, at its sole discretion, may request clarifications from responsive Vendors deemed to be in the competitive range. However, Vendors are cautioned that the evaluators are not required to request clarification. Therefore, all proposals must be complete and concise and reflect the most favorable terms available from the Vendors. Vendors should note that USM may not seek clarification from Vendors whose proposals were deemed nonresponsive in Stage 1.
   iii. Vendors providing presentations, as defined in stage 4 below, may be assigned from 0 to 30 presentation points in proportion to the value of the offering to USM, at the sole discretion of the Evaluation Team.
c. Stage 3 – Cost Evaluation  
i. USM will determine, at its sole discretion, the Vendors in competitive range and will open and evaluate the sealed cost information submission for these Vendors.

ii. The cost score is computed as a ratio of the difference between a given proposal's lifecycle cost and the lifecycle cost of the lowest valid proposal. The following cost scoring formula is used for every proposal evaluation:

\[
(1-((B-A)/A))^n
\]

iii. Where:
1. A = Total lifecycle cost of lowest valid proposal
2. B = Total lifecycle cost of proposal being scored
3. n = Maximum number of points allocated to cost for this acquisition
4. In simpler terms, lowest price gets a perfect score. A proposal that is 20% more expensive than the lowest priced offering gets 20% fewer points.

iv. When the above formula would result in a negative cost score (i.e. the lifecycle cost of the proposal being scored is more than twice that of the lowest valid proposal), the cost score is set to zero, rather than deducting points from the Vendor's score.

v. Cost categories and maximum point values are as shown in the table above.

d. Stage 4 – Selection of the successful Vendor  
i. 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 in Hattiesburg, Mississippi or via video conference at the Vendor’s expense 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.

ii. Optional Best and Final Offer – At USM’s option, Vendors remaining in a competitive posture may be requested to submit a Best and Final Offer (BAFO). The cost evaluation for the BAFO will be conducted using the process outlined above as Step 3, with BAFO pricing superseding original proposal pricing as applicable. If applicable, the Evaluation Team will also re-evaluate non-cost scores as necessary to reflect information provided in the BAFO.

iii. Reference Checks – USM will check references for Vendor(s) remaining in the competitive range. As outlined in Section 2.4 & Appendix C, reference information may be used to confirm mandatory experience and Vendor’s capabilities, as well as to adjust scoring from Stage 2.

iv. Final Quantitative Evaluation - Following any requested presentations, BAFO, and reference checks, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor’s final score.

6.3.3. Costs:
- Seventy-five (75) points will be awarded to the lowest total proposal cost; all other proposal costs will receive a percentage of the allotted 75 points. Points will be assigned using the following formula:
\[(1-((B-A)/A))^n\]

Where:

- \(A\) = Total lifecycle cost of lowest valid proposal
- \(B\) = Total lifecycle cost of proposal being scored
- \(n\) = Maximum number of points allocated to cost for acquisition

### 6.3.4. Proposal Evaluation:

Five (5) points will be awarded for each proposal's completeness, clarity, and organization of the proposal. Full points will be awarded if content of Vendor’s response is structured properly and complete.

- 1 – The completeness, clarity and organization in the response was Poor
- 2 – The completeness, clarity and organization in the response was Fair
- 3 – The completeness, clarity and organization in the response was Average
- 4 – The completeness, clarity and organization in the response was Good
- 5 – The completeness, clarity and organization in the response was Excellent

Maximum possible points per candidate = 5

### 6.3.5. Vendor References:

Fifteen (18) points each are available for Vendor References. Points will be awarded based on the information gathered from the provided references. Zero (0) points will be awarded for references that are non-responsive. The below table lists the categories and questions that will be addressed and the percentage of the points that will be awarded based on positive reviews:

<table>
<thead>
<tr>
<th>Category</th>
<th>Question</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior Experience</td>
<td>Would you utilize the firm again with a similar project and recommend them?</td>
<td>3 pts</td>
</tr>
<tr>
<td>Staff Experience</td>
<td>How were the experience and quality of staff assigned to the project?</td>
<td>3 pts</td>
</tr>
<tr>
<td>Cost of Entire Project</td>
<td>Did the Vendor complete the project within the parameters of the originally proposed budget?</td>
<td>3 pts</td>
</tr>
<tr>
<td>Functionality of Solution</td>
<td>Did the solution successfully achieve the requirements?</td>
<td>4 pts</td>
</tr>
<tr>
<td>Compliance</td>
<td>Any accessibility issues?</td>
<td>3 pts</td>
</tr>
<tr>
<td>Timeliness</td>
<td>Was the project completed in a timely manner?</td>
<td>2 pts</td>
</tr>
</tbody>
</table>

### 6.3.6. Delivery Schedule and Project Plan:

Ten (10) points will be awarded to the Vendor with the shortest time of implementation.

For evaluation of this RFP, the evaluation team will use the following categories and possible points:

<table>
<thead>
<tr>
<th>Category</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Cost Categories</td>
<td></td>
</tr>
</tbody>
</table>
### 6.4. Mandatory and Optional Provisions of this RFP

- Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification, at the sole discretion of the University.

- Mandatory requirements are those features classified as “R” (Required); other items could be listed as optional in Detailed Specifications and Requirements. “Meeting a mandatory requirement” means the Vendor is able to respond “E” (exceeds specifications) or “X” (exists in base version of software package).

- Optional requirements are requirements that proposals may satisfy and are classified as “O” (Optional). These requirements are considered “nice-to-have” functionality that may be chosen to either include or not include in the final contract or at a later stage. While the satisfaction of optional requirements is preferred (and will be taken into account in evaluating the submissions), proposals are not required to satisfy them.

### 6.5. Detailed Specifications and Requirements

The Vendor response shall meet the following specifications and requirements listed in Appendices C, D, E, F, & G. The Vendor must include a response to each of the items. A simple yes or no will be accepted. For all applicable items, a detailed explanation should be included.

In addition, for those items that may require an additional module costs must be identified in the Cost Information Submission section 7.1. Those additional components or modules that are not included in the offering, must be itemized as “optional” and include all software costs, maintenance/support costs, hosting service costs, professional services and/or customization/integration costs/estimates, as applicable. Items not identified in the proposed solution pricing but necessary for all mandatory items to function will be considered part of the

<table>
<thead>
<tr>
<th>Technical Proposal (see section 6.5)</th>
<th>97</th>
</tr>
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<tbody>
<tr>
<td>Appendix C – 66</td>
<td></td>
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<td>Appendix E – 10</td>
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<td>Appendix F – 10</td>
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<tr>
<td>Appendix G – 10</td>
<td></td>
</tr>
<tr>
<td>Vendor Qualifications (see section 2.4.1)</td>
<td>15</td>
</tr>
<tr>
<td>Proposal Organization (see section 3 and 6.3.4)</td>
<td>5</td>
</tr>
<tr>
<td>References (see section 2.5 and 6.3.5)</td>
<td>18</td>
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<tr>
<td>Schedule</td>
<td>10</td>
</tr>
<tr>
<td>Total Non-Cost Points</td>
<td>145</td>
</tr>
<tr>
<td>Total Cost Points (see section 6.3.3)</td>
<td>75</td>
</tr>
<tr>
<td>Total Base Points</td>
<td>220</td>
</tr>
<tr>
<td>Presentation (see section 6.3.1)</td>
<td>30</td>
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<tr>
<td><strong>Total Points</strong></td>
<td>250</td>
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The University will also consider and evaluate alternate licensing, volume pricing, or enterprise agreements that meet all the requirements in this RFP, and offer related value-added services.
final solution and be considered free add-ons to the final solution at the price included in this RFP response.

The Appendices C, E, F & G documents with responses must be included in the submitted response. Responses must be submitted in the same order as the RFP and should include the question number listed so responses can be easily compared. Southern Miss has no obligation to locate or acknowledge any information in the proposal that is not presented according to these instructions.

- Vendor must provide per item maintenance/support/license charges that will be valid for up to four (4) additional years. The University reserves the right to add/delete items on a year-to-year basis without penalties.
- Vendor agrees to issue a refund for equipment that is deleted from maintenance.
- If equipment is added to the maintenance agreement, pricing will be adjusted to include the additional equipment.

6.6. 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.

6.7. Delivery

Implementation is requested by July 1, 2019 - new university web site & hosting (preferred) if available. If Vendor is unable to meet this requirement, Vendor MUST provide best possible delivery schedule (possible phased implementation). The delivery schedule will be scored based on the Vendor’s ability to meet the anticipated delivery as closely as possible.

Remote or video conference CMS training will need to be scheduled no later than six (6) weeks from the bid award date. A toll-free number must be provided by the vendor or any long-distance costs associated with training must be the responsibility of the Vendor.

Technical design will begin as soon as possible but not greater than six (6) weeks from the bid award date.

There will be a probation period of minimum of two weeks for resources provided to ensure appropriate skill sets and fit within area of job responsibility.

In the event that the winning Vendor cannot provide a qualifying candidate or cannot meet the specified requirements in Appendix C within ten (10) business days of the contract initiation date, the secondary Vendor will be awarded the bid and given the opportunity to provide a qualifying candidate and meet the specified requirements in Appendix C within two (2) weeks of the new contract date. The same probationary period and delivery dates will apply.

VENDOR RESPONSE REQUIRED: Vendor acknowledges delivery timeframe can be met OR Vendor Exception.

7. Costs

7.1. Cost Information Submission

VENDOR RESPONSE REQUIRED: Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the University or face rejection of proposal. If your
response to this RFP does not include an item listed below in the far left column, “Not Included” may be used.

The Vendor may choose to provide a fixed annual cost for ongoing maintenance and support, or elect to provide a Maximum Annual Increase percentage in the last column provided.

<table>
<thead>
<tr>
<th>Description</th>
<th>One-Time Cost</th>
<th>Annual Cost (Years 1-5)</th>
<th>Maximum Annual Increase (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical design &amp; template page build</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Content input (optional)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Implementation (Build/Migration) of new and existing sites for usm.edu</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Calendar (optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Search (optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Form Builder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hosting site &amp; support (old site until live)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hosting site &amp; support (new site)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

Cost Information Submission amounts for all hardware, software, maintenance, consulting services, personnel, fees, permits, licenses and any other costs must be provided. The total of the Cost Information Submission list must equal the total cost of the invoice.

The University is seeking a fixed-cost quote to include travel costs. Travel expenses must not be billed separately. Proposal must take into account the cost of any travel expenses.

7.2. No Unspecified Costs

Prior to submitting proposals, each vendor is requested to carefully consider the stated requirements. Any cost not specifically itemized in the proposal will not be incurred unless specifically identified in the RFP response. No claims for compensation will be considered or allowed for extra cost resulting from ignorance of any existing conditions on the part of the vendor.

A note regarding proposed total cost of ownership: Costs will encompass the entire solution pricing along with all services and any necessary customizations. If there are additional components or modules that are not included in the offering, they must be identified and must be itemized as “optional” and include all software costs, maintenance/support costs, hosting service costs, professional services and/or customization/integration costs/estimates, as applicable. Items not identified in the proposed solution pricing but necessary for the final solution will be considered part of the final solution and be considered free add-ons to the final solution at the price included in this RFP response.

Only items included in the Cost Information Submission list will be considered part of the proposal and only those items will be included in any payments to the Contractor.
If any component(s) necessary for operation of the requested system is omitted from Vendor’s proposal, the Vendor **must** be willing to provide the component(s) at no additional cost and included at the price in this RFP response. 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.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

### 7.3. Price Changes during Award or Renewal Period

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the *contract*. However, the University will always take advantage of price decreases.

### 7.4. Expiration of Costs Proposed

The proposal response price will be guaranteed for a minimum of 180 days from bid opening date.

The University reserves the right to renew this contract with the winning Vendor on an annual basis. The proposal response **MUST** include guaranteed prices for annual renewals up to four (4) additional years.

**VENDOR RESPONSE REQUIRED:** Vendor acknowledges OR Vendor Exception.

### 7.5. Best and Final Offer

The University reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding, or the University believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the University, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the University. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the University that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The University may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing, and be subject to solicitation by the University and receipt from the Vendors under a precise schedule.
APPENDIX A- Standard Contract

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with the University. The inclusion of this contract does not preclude the University from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP. If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the Proposal Exception Summary Form included in this RFP.
APPENDIX B - Professional and Personal Services Agreement and Independent Contractor Status Determination and Documentation Form

APPENDIX C – Detailed Specifications and Requirements

APPENDIX D – Information Architecture

APPENDIX E – Search Requirements

APPENDIX F – Form-Building Requirements

APPENDIX G – Calendar Requirements