



SHEPHERD
UNIVERSITY

October 28, 2025

Shepherd University is soliciting proposals to contract for a Website Redesign and Content Management System (CMS) services, including, but not limited to, discovery, research, brand strategy, creative and implementing a re-brand of the institution that will result in a new marketing campaign. The services will include the core University publications, communications, and digital presence of the University.

Attached, please find the University's Request for Proposals No. SU26-03. Please note that all responses are due no later than 4:00 PM local time on Thursday, November 18, 2025 to:

Shepherd University Procurement Services
L18A Ikenberry Hall
PO Box 5000
Shepherdstown, WV 25443
Attn: Debra Langford

Thank you for your interest in Shepherd University. If you have any questions please email me at dlangfor@shepherd.edu

Debra Langford
Executive Director of Procurement



REQUEST FOR PROPOSALS

for

SHEPHERD UNIVERSITY WEBSITE REDESIGN

AND

CONTENT MANAGEMENT SYSTEM (CMS)

Issued by:

Shepherd University Procurement Services
October 2025

SECTION 1-INSTRUCTIONS TO PROPOSERS

1.1 SCOPE OF WORK

Shepherd University is soliciting proposals to contract for Website Redesign and Content Management System (CMS), including, but not limited to, discovery, research, brand strategy, creative and implementing a re-brand of the institution that will result in a new marketing campaign. The services will include the core University publications, communications, and digital presence of the University.

1.2 PROPOSAL SUBMISSION

Sealed proposals and other required documents shall be enclosed in a sealed opaque envelope and shall be identified as a "Request for Proposals" including the RFP number, and the RFP opening time and date. The proposer, by making a proposal, represents that: (a) the proposer has read and understands the RFP documents, terms and conditions, and the proposal is made in accordance therewith; and (b) the proposal is based upon the services specified.

The envelope shall be addressed to Shepherd University Procurement Services, L18A Ikenberry Hall, PO Box 5000, Shepherdstown, WV 25443 if sending regular mail. If sending express mail, please address to Shepherd University Procurement Services, L18A Ikenberry Hall, 308 N Princess Street, Shepherdstown, WV 25443, (304) 876-5236. The proposal must be submitted on or before Thursday, November 18, 2025 at 4:00 PM, local time.

Proposals received after the time and date for the proposal opening will be returned unopened. The proposer shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile, emailed, or telegraphic proposals are invalid and will not receive consideration.

The proposal must be signed by such individual or individuals who have full authority from the proposer to enter into a binding contract on behalf of the proposer so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposal shall serve as the contract terms and conditions. No other terms and conditions will apply unless submitted as a part of the proposal response and accepted by the University.

1.3 PROPOSAL COPIES

Proposers must submit one (1) original, signed and completed, and seven (7) copies of the proposal. Failure to provide the correct number of copies may result in rejection of the offer. Proposals must include all required information. One (1) complete electronic copy shall be provided on a USB drive or compact disc, as well as one (1) separate version that is redacted in accordance with Section 1.17. Electronic copies will not be accepted via email.

1.4 OFFER ACCEPTANCE PERIOD

Proposal (offer) shall remain in effect for a minimum period of ninety-(90) calendar days from the proposal opening date unless otherwise indicated and is irrevocable.

1.5 REQUEST FOR PROPOSAL SCHEDULE

October 28, 2025: Request for Proposals is issued

October 29, 2025-
November 12, 2025 Questions Time Period

November 18, 2025: Proposals Due 4:00 PM

Target Date:

December 3, &
December 4, 2025: Potential Presentations

December 15, 2025: Contract Effective

1.6 CONTRACT AND TERM OF AGREEMENT

The successful Proposer shall sign a contract that incorporates the requirements and terms of this RFP, the response to the RFP, and the negotiated and agreed upon terms between the Proposer and Shepherd University. The initial term of this agreement shall be for five (5) years, commencing December 15, 2025. The term of this agreement, if mutually agreed, may be extended for an five additional one (1) year renewals periods as agreed upon by Shepherd University and the awarded Proposer.

The University will reserve the right to early termination of the contract under terms to be negotiated, including but not limited to a Funding Out clause or poor performance.

1.7 INQUIRIES

Communications with employees of Shepherd University or with other representatives of the State concerning this request by the bidder or on the bidder's behalf, except as specified in the next paragraph, would not be appropriate during the submission and selection processes. **Failure to comply with this requirement may disqualify a proposer.**

All questions and/or inquiries concerning this request shall be submitted in writing to:
Shepherd University Procurement Services
L18A Ikenberry Hall
PO Box 5000
Shepherdstown WV 25443
Debra Langford, Executive Director
Dlangfor@shepherd.edu

Vendors should consider the Department of Procurement Services as the first and prime point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, the Department of Procurement Services will work with the proposer and the various offices of the University to gather that information.

The Department of Procurement Services can also be reached by:

Telephone: (304) 876-5216
Facsimile: (304) 876-5001

However, no substantive information will be provided to proposers verbally or on an individualized basis.

1.8 INTERPRETATION, CORRECTIONS OR CHANGES IN RFP

Any interpretation, correction or change in the RFP will be made by formal addendum by the University. Interpretations, corrections, or changes to the RFP allegedly made in any other manner will not be binding, and no proposer may rely upon any such interpretation, correction or change.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer with authority as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount of the original proposal.

1.10 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the proposal.

1.11 ACKNOWLEDGMENT OF AMENDMENTS OF RFP

Receipt of an addendum to this RFP must be acknowledged by a proposer on the Proposal Response Certification (Attachment A). This RFP and all Addenda are posted on the University at the following URL:

<https://www.shepherd.edu/procurement/current-bids>

1.12 NON-FUNDING

All services performed or goods delivered under this contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

1.13 TAX EXEMPTION

Shepherd University and its Governing Board are exempt from federal and state taxes and will not pay or reimburse such taxes.

1.14 REJECTION OF PROPOSALS

The University shall have the right to reject any and all proposals, in whole or part; to reject a proposal not accompanied by the required submission documentation; reject a proposal, which is in any way incomplete or irregular; or to reissue a Request for Proposals.

1.15 VENDOR REGISTRATION

Prior to any award for purchases exceeding \$25,000 or receiving an award for an open-end contract, the apparent successful proposer must be properly registered with the West Virginia Department of Administration, Purchasing Division, and have paid the required vendor registration fee. The vendor does not have to be registered when submitting the RFP response, but can be registered upon notification of intent to award the contract. The current vendor registration fee is \$125.

1.16 AWARD OF CONTRACT

The award shall be made by the University to the responsible proposer whose proposal will be most advantageous to the University with respect to price, conformance to the specifications, quality and other factors as evaluated by the University. The University is not required or constrained to award the contract to the proposer proposing the lowest price. All proposals are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.

The University may award a contract on the basis of initial offers received, without discussion; therefore, each initial offer should contain the proposer's best terms from a cost and technical standpoint.

1.17 TRADE SECRETS

If the response contains any trade secrets that should not be disclosed to the public or used by the University for any purpose other than evaluation of your proposal, the top of each sheet of such information must be marked with the following legend:

"CONFIDENTIAL INFORMATION"

Failure to do so generally eliminates the Proposer's opportunity to assert that the document is exempt from disclosure.

All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets pursuant to the State of West Virginia laws after the award has been made). Should a request be made of the University for information that has been reasonably designated as confidential by the Proposer and, on the basis of that designation the University denies the request for information, the Proposer may be required to initiate or act as a third party in litigation, to itself defend against such disclosure.

1.18 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the completion of the contracted services including, but not limited to, furnishing all materials and all management, supervision, labor and service, except as may be provided otherwise in the Proposal. In the event of discrepancy between the unit prices and their extensions, the total price will be adjusted accordingly. In the event of discrepancy between the sum of the extended total prices, the Total Proposal Price will be adjusted accordingly.

The University may reject an offer if it is materially unbalanced as to process for the basic requirements. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

1.19 PAYMENTS

Payments for service will be made in arrears only upon receipt of a proper invoice, detailing the services provided. Any language imposing any interest or charges due to late payment is deleted.

1.20 OWNERSHIP OF ALL PROPOSAL DOCUMENTATION

Ownership of all data, material and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University and may be subject to public inspection in accordance with the West Virginia Freedom of Information Act.

1.21 CONFLICT OF INTEREST

By signing the proposal, the vendor affirms that it and its officers, members and employees have no actual or potential conflict of interest, beyond the conflicts disclosed in its proposal. Vendor will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the vendor must disclose it to the University promptly.

A proposal will not be considered for award, or may be disqualified, if the price in the proposal was not arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offer, or with any competitor, or with any improper source of information.

1.22 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information which are designated confidential by the University and not otherwise subject to disclosure, and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor using the same level of care in preventing unauthorized disclosure or use of the confidential information that the Contractor takes to protect its own information of a similar nature, but in no event, less than reasonable care.

Contractor will maintain FERPA and GLBA compliance as to any such University data, as well as any prevailing data-security standards applicable to West Virginia State agencies. The Contractor shall not be required under the provision of this clause to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

1.23 POTENTIAL PRESENTATIONS

Proposers may be invited to make presentations regarding their Content Management System (CMS) services capabilities. This may or may not occur so Proposers are encouraged to fully provide information being requested in Section 2 to demonstrate proven increased search engine optimization on websites that have utilized the Contractor's Content Management System (CMS) services.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFP Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner.

Proposers are expected to examine the entire Request for Proposals, including all specifications, standard provisions and instructions. Failure to do so will be at the proposer's risk. Each proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the proposer's response, shall be in calendar days. Propose your best price.

2.2 RFP RESPONSE OUTLINE

- A. Response Sheet: The Proposal Response Certification (Attachment A) shall be attached to the front of the proposal and shall contain the proposer's certification of the submission. It shall be signed by an official who has full authority to enter into a contract.
- B. Background and History: Describe the Content Management System (CMS) Agency's Background and History, its age, organization, officers or partners, number of employees and operating policies which would affect this Contract (Attachment B). State the number of years your organization has been continuously engaged in providing CMS services.
- C. Service Costs: Provide pricing for services identified for the first 5 years of the contract along with the following 5 years should the University choose to renew for the additional 5 year period. Also provide pricing for optional services if these services are available (these will not be considered as part of the evaluation criteria) This information should be provided in Attachment C.
- D. Experience and Support: Describe Proposer's experience, qualifications, and abilities in providing these type of services for Higher Education Institutions of similar size. The information should include documented proof or information that demonstrates that the CMS services provided to clients improved the client's attendance, revenue, or provided some other positive outcome as a result of the services provided (Attachment D).
- E. References: Proposers shall include at least three (3) references of clients in Higher Education or Non-Profit agencies of similar size that similar services have been provided as those being requested in the proposal. Please include organization, contact name, title, telephone number, an email address, and a website URL demonstrating the services that have been provided. Also include three (3) references of clients in Higher Education or Non-Profit agencies that your agency has lost in the past three years with information as to why this client is no longer utilizing the agencies' services (Attachment E).
- F. Implementation Plan: The University is requesting that the implementation be performed in a phased approach. Please provide the vision of the implementation of these services, whether it is in a phased approach or another manner. Please identify timelines, specific tasks, milestones, and the resources that will be required from Shepherd University (if any) in order to successfully implement the CMS services proposed.

- G. Purchasing Affidavit: The Purchasing Affidavit (Attachment G), is a certification indicating that the proposer submitting a proposal does not owe any debt to the State of West Virginia.
- H. Intellectual Property: Comprehensively describe the firm's intended intellectual policy practices and assumptions which are incorporated into the proposal, in regards to all aspects of services and work which may be associated with this RFP.
- I. Sample Contract/Service Agreement: Please provide a proposed template for a professional contract/service agreement.

SECTION 3 - TECHNICAL SPECIFICATIONS

3.1 GENERAL

Shepherd University is soliciting proposals to contract for Content Management System (CMS) services, including, but not limited to, discovery, research, brand strategy, creative and implementing a re-brand of the institution that will result in a new marketing campaign. The services will include the core University publications, communications, and digital presence of the University.

3.2 BACKGROUND OF SHEPHERD UNIVERSITY

Established in 1871, Shepherd University is a state-supported undergraduate institution under the Governance of the Shepherd University Board of Governors. Shepherd offers more than 80+ programs of study to many residents of West Virginia, Maryland, Virginia, Washington, D.C., and Pennsylvania. Shepherd fields 13 NCAA Division II athletic teams and offers more than 100 clubs and organizations, many with a strong emphasis on student community service. Shepherd is a military-friendly campus, is a proud partner in the U.S. Department of Veteran Affairs Yellow Ribbon Program and is part of the Age-Friendly University Global Network. Shepherd is also the home to the Contemporary American Theater Festival, the George Tyler Moore Center for the Study of the Civil War, the Center for Regional Innovation, the Bonnie and Bill Stubblefield Institute for Civil Political Communications, and the Robert C. Byrd Center for Congressional History and Education. Shepherd currently offers bachelor's degrees, pre-professional programs, several master's degrees, and the Doctor of Nursing Practice. Bachelor's degrees are offered in 75 different fields, including, but not limited to, liberal arts, business administration, teacher education, and the natural and social sciences. Master's degrees are offered in 5 different fields of study, and the University is preparing to launch fully online degree programs for the first time. The University is also developing programs designed for non-traditional, working students.

3.3 BACKGROUND OF SHEPHERD UNIVERSITY

- Shepherd University's current website is long out of date and does not take our target audience, 16–24 year-olds, into consideration. Currently, there is no student focus or common goal across the site. While the website contains a great deal of information, navigation has become a "catch all" that often has outdated links, giving the impression that Shepherd does not keep up with the times and leaves prospective students feeling confused and unable to find the information that they are looking for.
- The current site is responsive, adjusting to different breakpoints across devices, but is not designed for a mobile-first approach. The mobile version of the site often hides important navigation tools and prevents the user from being able to move through the information in an intuitive journey.
- The current website theme has been custom-coded, allowing for many errors when attempting to update the CMS or add vital integrations and putting Shepherd University in a very vulnerable position when it comes to site security.

3.4 PROJECT GOALS

- Create new navigation and architecture:
 - Easier for users to find what they want, quickly and easily.
 - Easier for users to complete tasks (apply now, visit, donate, etc.).
- Integrate useful, usable and desirable admissions portals that encourage task completion (apply, visit, request information, etc.)
 - Manage an up-to-date hub of information for prospective students and families
 - Make the target audience feel confident when choosing to come to Shepherd
 - Create engaging, dynamic content to make prospective students excited about Shepherd
- Be visually appealing.
- Employ visual design and architecture that embodies and strengthens the Shepherd University brand.
- * Employ visual design and architecture that readily complies with ADA / WCAG legal requirements, applicable and/or published for applicability as of the date of this RFP, at the initiation of the new platform and which facilitates reasonably the ongoing ADA compliance of the University
- Simplify and centralize the management of the university website, reducing the number of authors
- Make content management an easy process to simplify workflow
- Consolidate software across internal entities to make a more seamless student experience
- Prioritize events and categorize them on the website in support of providing timely updates and information
- Display continuity in our voice and brand image across platforms
- Attract new prospective students from the target audience and guide them through the admissions process in an easy-to-follow student experience
- Create a welcoming experience that helps the audience through the admissions journey in a logical flow

3.5 WEBSITE OBJECTIVES

- The primary object of this redesign is to engage and recruit on-campus and online undergraduate and graduate students.
- The secondary objective is to maximize retention efforts for current student and engage donors and alumni.
- The third objective is to provide access to important events or information that elevates the University brand to all of Shepherd University's constituencies.
- Plan a student journey that fits the overall goal of recruiting students.
- Build a site that considers accessibility in all aspects and prevents compliance issues.
- Create a homepage with information relevant to the target audience and their questions to create a welcoming experience.
- A student journey that allows for logical "cross-shopping" of programs.

3.6 REQUIREMENTS

The following requirements are the minimum necessary for a proposal to be evaluated by Shepherd University. If these minimum requirements are not met, the proposal will not be further evaluated.

- The public website managed by the CMS must be hosted at a hosting site approved by the University.
- CMS must be compatible and able to integrate with existing web infrastructure products.
- CMS must be able to adapt to new systems and software integrations to meet industry standards.
- CMS must have the ability to support SSO.
- CMS must have the capability to control user access to specific sections, pages, and portions of pages on each website for both the editing of existing content and the creation of new pages.
- CMS must have the capability to control the functional capabilities of each user, including the access to toolbars and specific features and functions of the system. The WYSIWYG editor within the CMS must be fully customizable by the system administrator.
- CMS must support content editing and system administration using industry-standard internet browsers. The user interface must be 100% browser-based and provide all functionality of the system without the need for software installation on the local client.
- CMS must provide scalability for future growth, including an unlimited number of users, number of assets, number of websites or URLs managed by the system, and number of servers.
- CMS must enable editors to provide content without HTML knowledge, through a drag-and-drop page builder or similar platform with user-friendly interface.
- CMS must provide the ability for the editor to go directly to editing web content by selecting a particular page on the public website.
- Page builder must offer dynamic library of templates that don't lock users into one design, allowing for flexibility, creativity, and meaningful student experiences.
- CMS must allow cloud-based file/document storage and management.
- CMS must provide the ability to customize metadata (add, modify, or delete metadata fields) for all content to enhance web searches, including the origin of a document, the date created/updated, and its uses.
- CMS must provide the ability to integrate content from external sources, such as databases or existing websites, including the ability to populate the content via a regularly scheduled batch process.
- CMS calendar must interface and live sync with external platforms such as Microsoft Outlook or Google.
- CMS must provide dynamic events calendar designs for different areas of the site that allow content to be dynamically placed in other formats such as a slider of upcoming events.
- Vendor must provide guidance on best practices for website organization and governance, with student experience in mind.
- CMS must provide the ability to incorporate content from within the system into pages that are built outside of the CMS.
- CMS must be able to accommodate a variety of content formats (docx, mp4, mp3, wav, mov, pdf, etc.).

- CMS must be able to automatically create and support dynamic content to pull from feed to share specific content in areas like news and events/calendar enabling Shepherd University to create once, publish everywhere.
- CMS must provide the capability to automatically update site navigation based upon the creation of certain types of content within a section of the site.
- CMS must include onsite search capabilities to allow both web users to find information on the site and campus editors to easily find various content items within the CMS.
- CMS must provide integrated web statistics and provide log files in a common format for processing by external web statistics packages.
- CMS must provide the ability to date content for publication, expiration, and archival at a specified date and time.
- CMS must have a flexible workflow and approval process which would require approval on certain pages and various levels of approval for updating and publishing pages (including a check-in/check-out process). This should allow for multiple configurations of approval to be set up for different areas of the site, with the ability to turn off approval for specific pages, sections, or the web site as a whole. The CMS must allow for the use of external email, such as Microsoft Outlook/Entourage, for notifications and reminders.
- CMS must have the ability to produce “friendly” (human-readable) URLs that can contain multiple levels of subfolders.
- CMS must provide a graphical comparison of changes between the current content and all previous versions of content.
- CMS must provide an application programming interface (API) to automate the management of both content and users.
- CMS must support URL redirection.
- CMS must produce valid code that conforms to accessibility standards such as the Americans with Disabilities Act (Section 508) and all applicable implementing regulations and provide yearly audits of the site to confirm compliance.
- CMS must provide management reports to identify broken links, expired content, content awaiting approval, etc.
- CMS vendor must provide training and ongoing support and technical assistance to install, implement, and maintain the CMS.
- CMS must have capability to automatically translate content on the site based on user’s preferred language.
- CMS must offer integration with existing campus catalog on Catalog (Modern Campus) or include equivalent software. CMS must offer best practices for organizing catalog and integrating it into the website.
- CMS must design with a mobile-first approach.
- CMS security must follow industry best practices

3.7 OPTIONAL SERVICES

Shepherd University is requesting optional services to determine if these services can be provided by the Proposers. The optional services being requested will not be considered in the evaluation process. However, this information is being requested for informational purposes only and may or may not be exercised at any time during the initial award or any time in the future. Pricing will be identified in ATTACHMENT C.

- Update the WordPress Template utilized by Shepherd University Homepage and departments to have a new template designed, provide internal training, and incorporate updated content and navigation (content messaging).
- New Design and Development of Shepherd University Website with a content management system.
- Writing Services for Marketing Collateral Online & Offline at an Hourly Fee.
- Illustrator Services for Marketing Collateral Online & Offline at an Hourly Fee.
- A mobile friendly app capable as a resource hub for current students, faculty, and staff to reduce clutter on the outward-facing site.
- CMS provide the ability to display tailored content based on visitor type, such as allowing users to register with the website and/or use the IP address to determine if the visitor is affiliated with Shepherd or is external to the campus.

3.8 PRESENTATION TOPICS (IF SELECTED FOR A PRESENTATION)

The proposers that are invited to make presentations should be prepared to present on the following topics:

- Explain security procedures, how add-ins are vetted and selected, upgrade procedures, and emergency response. Explain what is offered pre-launch and post-launch.
- Discuss hosting options.
- Demonstrate common uses such as creating a user, creating a new page, updating a page, adding pictures or videos
- Demonstrate adding a calendar that can aggregate multiple calendars (for example, Athletics and Academics). Demonstrate the calendar search functionality.
- Demonstrate a content approval workflow
- Demonstrate role-based access, focusing on the level of granularity possible
- Discuss your project management approach

SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Contractors submitting proposals will be prepared, and will be available for public inspection. Proposals will not be opened nor read publicly. Qualifications and proposals submitted by interested Proposers will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4-2 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual Offeror's, if required, proposals will initially be classified as:

- A. Acceptable
- B. Potentially Acceptable
- C. Unacceptable

Discussions may be conducted, or Presentations being requested, if required, with any or all of the proposers whose proposals are found acceptable or potentially acceptable. Proposers whose proposals are unacceptable will be notified promptly. The Executive Director of Procurement Services will establish schedules for conducting oral and/or written discussions.

Proposers are advised the University may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

4-3 VENDOR INVESTIGATION

The University will make such investigations as it considers necessary to obtain full information on the vendors selected for discussions.

4-4 FINAL OFFERS AND AWARD OF CONTRACT

Following any discussions with proposers regarding their technical proposals, alternative approaches or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final vendors for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal, which is found to be most advantageous to the University based on the factors set forth in the Request for Proposals.

SECTION 5- EVALUATION PROCESS/CRITERIA

5-1 EVALUATION PROCESS

Shepherd University will evaluate all acceptable proposals based on the criteria identified. Proposals will be rated using a weighted point scheme, and then ranked. The proposal receiving the highest ranking will be declared the most advantageous to the University.

5.2 EVALUATION CRITERIA

The evaluation criteria are listed below:

DEMONSTRATED AND PROVEN SEARCH ENGINE OPTIMIZATION (35 Points)

Proposer's demonstrated ability to perform the services as identified in the Scope of Services section as reflected by the education, technical training, qualifications and abilities of personnel proposed to be assigned to perform the services requested along with documented proof that the Content Management System services has increased the search engine optimization of a site.

COST (35 Points)

The total cost of providing these services to the University as identified. The cost should be broken down in each phase proposed to be performed.

IMPLEMENTATION PLAN (15 Points)

The specific plan to perform the services requested. The timeframe and the tasks to be performed in each phase need to be identified.

REFERENCES (15 Points)

Demonstrated successful results in past performance with other Higher Educational institutions, non-profit entities, and governmental agencies of similar size and scope.

SECTION 6-CONTRACTUAL TERMS AND CONDITIONS

1. **ORDER OF PRECEDENCE:** This Section Two of this contract modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Contract. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS SECTION TWO, THIS SECTION TWO SHALL CONTROL unless a contract change order is executed by both parties which expressly references a modification of this Section Two.
2. **PAYMENT** - Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** - Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** - The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** - Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** - Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** - Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** - Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** - Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** - Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.
12. **STATUTE OF LIMITATIONS** - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** - The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

14. **RENEWAL** - Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** - Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** - All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** - Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-l, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** - If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alteration.

ATTACHMENT A
PROPOSAL RESPONSE CERTIFICATION
SHEPHERD UNIVERSITY

DATE

The undersigned, as proposer, declares that he/she has read the Request for Proposals and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers ____ to ____ have been received and were examined as part of the RFP document.

Name of Proposer

Signature of Proposer

Title

Firm Name

Street Address

City, State, Zip

Telephone

Facsimile Number

Email Address

ATTACHMENT B

BACKGROUND AND HISTORY

ATTACHMENT C

SERVICE COSTS

Yearly Price for the First 5 Years (on a yearly basis for the Content Management System Services)

Year 1 _____/Year

Year 2 _____/Year

Year 3 _____/Year

Year 4 _____/Year

Year 5 _____/Year

Additional 5 Year Renewal (Should a Renewal be Exercised)

Year 6 _____/Year

Year 7 _____/Year

Year 8 _____/Year

Year 9 _____/Year

Year 10 _____/Year

OPTIONAL SERVICES AND PRICING (IF PROPOSED BY PROPOSER)

ATTACHMENT D
EXPERIENCE AND SUPPORT

ATTACHMENT E
REFERENCES

ATTACHMENT F
IMPLEMENTATION PLAN

ATTACHMENT G

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

ATTACHMENT H
INTELLECTUAL PROPERTY

ATTACHMENT I
SAMPLE CONTRACT/SERVICE AGREEMENT