

**MISSISSIPPI UNIVERSITY FOR WOMEN**  
**Request for Proposals 23-001**  
**Talent Management Solution**  
**RFX# 3160006221**

ISSUE DATE: October 3, 2023

ISSUING AGENCY: Office of Resources Management  
Mississippi University for Women  
1100 College Street, W-1628  
(Mailing)  
Columbus, MS 39701-5800  
915-10<sup>th</sup> Street South, (Physical)  
Columbus, MS 39701  
Telephone (662)329-7126

Sealed Proposals, subject to the conditions made a part hereof, will be received October 24, 2023 at 2:00 PM in the MUW Office of Resources Management, same address above, for furnishing services and potentially, optional services as described herein.

IMPORTANT NOTE: Indicate firm name, and RFP number on the front of each sealed proposal envelope or package.

All inquiries concerning this RFP should be directed to:

Melissa Buxton  
Office of Resources Management (Same address above)  
[mcbuxton@muw.edu](mailto:mcbuxton@muw.edu)

- A. Any addendum associated with this RFP will be posted at <https://www.muw.edu/resources/purchasing/bids> located under RFP
- B. It is the respondent's responsibility to assure that all addenda have been reviewed and if applicable, signed and returned.

## **1. UNIVERSITY OVERVIEW**

Mississippi University for Women (MUW) is a publicly supported institution of higher education and is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award bachelors, masters, and doctoral degrees. The University operates on the semester system with the fall semester beginning in August and ending in December. The spring semester begins in January and ends in May. The total enrollment is over 2,200. The University offers undergraduate and graduate programs of study leading to degrees in the Colleges of Arts and Sciences, College of Business and Professional Studies, College of Nursing and Health Sciences, and the School of Education.

Additional information about MUW can be found at our website [www.muw.edu](http://www.muw.edu).

## 2. PURPOSE OF THE REQUEST FOR PROPOSAL

### A. Statement of Need

MUW is seeking sealed proposals for a Talent Management Software System that will satisfy recruitment, onboarding, development/learning, performance management, and data reporting needs. The ideal system will have a professional appearance, is user friendly, and should maintain the user friendliness when updating/expanding the operations of the system. The system should be capable of putting pertinent data at the users' fingertips via an interactive dashboard, which will help users determine their next steps in the system. The system should offer social media and other types of integration with ease. The selected vendor shall provide exceptional customer service and assistance with any problems or changes that need to be made in the new system. The proposal should include a complete description of the solution as per the general and technical specifications included in this Request for Proposal document.

Pricing should include a vendor hosted option. The successful bidder must have a proven track record in producing interfaces between talent management software solutions; HRIS System, the University's ERP System; and potentially other necessary university software systems.

MUW's intent is to implement a comprehensive talent management and tracking suite excluding payroll services such as monthly or biweekly payroll services. The university is seeking one solution and will only consider those systems that include recruitment, onboarding, development/learning, position and performance management modules. Proposals must include the option of beginning with one module and adding additional modules over time. Separate pricing, including one-time implementation and annual fees for each module must be included. The general and technical specifications together with related information and any addenda comprise the requirements for the project. Additional hardware, software and/or personnel required for implementation must be identified. The solution must exist today, although specific functionality in future releases can be mentioned. The Vendor must begin providing the products and/or services on the date stated in the contract.

### B. Scope of Services Requested

#### a) **Technical Requirements**

- Provide a statement stating whether your company is compliant with FERPA, GLBA, NACH and Red Flag Regulation requirements.
- Provide a completed Higher Education Cloud Vendor Assessment Tool (HECVAT) (lite version available at: <https://www.ren-isac.net/public-resources/hecvat.html>).
- Does the system support two-factor authentication? If so, describe solution options. System must support single sign-on (CAS, Shibboleth, or SAML).
- Provide product interfaces that are compliant with WCAG 2.0 AA.
- System must be secure and meet all local, state and federal data security standards.
- Provide applicable certifications such as SOC2 documentation
- Allow for background check integrations to be triggered at different stages of workflow and integrations with Ellucian Banner for the onboarding process.

**b) Users**

- There should be no restrictions on the number of users.
- User permissions and accesses to various system functions should be role based. Users should be allowed to be assigned multiple roles.
- Role-based permissions should govern each user's rights to add, edit, and view information within the system.
- There should be capability to accommodate tiered access based on roles.

**c) Recruitment**

- There should be multiple requisition forms/templates that can be configured in the University's database to accommodate different types of recruiting.
- Each requisition form/template should be able to have a unique workflow. Ability to categorize and/or filter requisitions and candidates by hire type and/or department
- Ability to send communications to Hiring Managers and Applicants based on statuses.
- Flexibility to select unique approvers and routing for each requisition/offer with possible tiered approval workflow.
- Lists of approvers can be created, saved and/or assigned to a user or requisition, or defined by the organizational structure.
- Approval templates can be created to assign by a user to a requisition.
- The system should use a tiered structure that allows authorized users to access documents and files submitted through the application that should be easily downloadable by any user with required authorization.
- The status of the approval process is tracked and displayed in real-time on the requisition in the application as well as in the subsequent emails that go to the 2nd and 3rd approver, etc.
- Changes made during the process should be tracked by user to document who made each change.
- Should have the ability to develop, define and deliver questions to candidates and weight the responses to filter for top candidates.
- Should have the ability to establish disqualifying questions that end the process if answered incorrectly.
- The end product should be visually pleasing to the candidate.
- Incomplete and withdrawn applications should not be included in the applicant total displayed to internal users.
- Should be able to upload and maintain a list of prior employees that are not eligible for rehire. If anyone on this list applies for a position, the application should be rejected automatically, and a notification issued.
- Should be able to schedule the start and end date for each posting.
- Ability to edit and format position descriptions and marketing messages with MS Word- like functions such as bold, underline, and spell check.
- Page views should be sortable by each column (including last name) for Talent Management
- Ability to create and edit position descriptions with approval workflow.
- Ability to create requisitions from existing position templates already approved by Human Resources.
- System should allow scraping of requisitions and the ability to identify and post job opportunities to an unlimited number of electronic job boards including MDES and HERC.
- System should allow the ability to post to social media sites such as LinkedIn.

**d) Candidate Experience**

- Candidate can filter by job type.
- Application can be completed on a mobile device, phone or tablet. Candidate can select multiple job locations if applicable.
- Data collection form(s) can be customized and pushed to a candidate to gather needed information for inviting applications.
- Candidates are only required to set up a profile once. Applications for subsequent positions should require minimal effort.
- Candidate can browse their hard drive or other local media for their formatted resume and upload it to the application.
- Flexibility in setting the number of documents an applicant can upload. Ability to automatically populate data fields from uploaded resume.
- Ability to prefill profile from professional social media sites such as LinkedIn. Candidate can establish job search parameters and be notified by email when similar jobs are posted.
- Candidates can login to check the status of applications.
- Ability to upload large files of data and/or multimedia as part of the application process.
- Ability to save a draft prior to finalizing application. Ability for candidates to withdraw an application.
- Candidates can use "free form" language to search for jobs.

**e) Sourcing/CRM (Not required but include as optional module.)**

- Ability to create talent pools for internal talent mobility and potential external candidates and flag runners-up for future positions.
- System allows key word searches and provides relevant results. Ability to use metatags to list jobs based on search words.
- Applicants for a requisition can be displayed with customizable column headers that can be configured with different data elements from the candidate record (i.e., Education, Work History, Phone Number)
- A keyword search will return results from resumes submitted as file attachments as well as text fields.
- Ability to use the requisition's job description or a large text phrase to find matching resumes.
- Ability to select a resume and conduct a search for similar resumes.
- Ability for the University to create a library of correspondence templates that can be edited and sent to candidates at the user's discretion.
- System notifications allow the ability to communicate to hiring managers based on the status of a job.
- Functionality designed for the management of third-party staffing agencies. Include the ability to push and/or scrape requisitions to one or more suppliers including CareerBuilder, Mississippi Department of Employment Security and temporary staffing agencies with a referral to apply directly on the MUW jobs website.
- Applications for candidate pools may require less information than specific job posting allowing the University to develop target candidate pools for key skills.
- Ability to email users regarding advertising campaigns, special event invitations and post-offer events.

**f) Assessment and Interview Management**

- The system should track candidates through the recruiting process based on status of application received, interviewed etc.
- Ability to create multiple applicant workflows such as support staff, professional and faculty to be selected when the requisition is created.
- Workflow alerts can be set up in the system to drive the next step in the process or to function as reminders.
- The ability to create a “tree-structure” workflow (i.e., Step A can be followed by Step B, C, D, or E)
- The ability to change the status for a group of candidates in a single step (e.g. mass hiring or mass movement to exclude selected applications in one step).
- Ability to store and/or integrate assessments into the recruiting workflow for certain jobs.
- Ability for the assessment to automatically be presented to a candidate based on their responses to pre-screening questions or other data in their profile.
- Ability to push an online assessment to a candidate on demand via email link.
- Ability to select and record a list of search committee/interviewing team members for a requisition.
- Ability to send an email notification to the search committee members when scheduling the interview within the system that includes interview packets, resumes, etc.
- Ability to invite any person (internal or external to MUW) to participate on a search committee.
- Internal and external search committee members should be able to view applicant documents, schedule interviews, and provide feedback.
- Ability to establish key competencies for evaluating applicants.
- Ability to configure an online interview feedback form to capture the comments from each interviewer or groups of interviewers from presentations.

**g) Offer Management and Onboarding**

- Lists of approvers can be created, saved, and/or assigned to a user or requisition. Select a list of approvers and route for approval.
- Track and display the status of the approval process in real-time on the offer in the application and in the subsequent emails that go to the 2nd and 3rd approver, etc. Ability to select unique approvers and routing for each requisition/offer with a tiered approval workflow. Example: tier one has three approvers that can approve in any order but all three must approve the requisition/offer before it moves to the tier two approvers. Lists of approvers can be created, saved and/or assigned to a user or requisition, or defined by the organizational structure automatically.
- Data can be merged from the candidate record, the requisition, and the offer terms into offer letter templates.
- Ability to upload multiple offer letter templates.
- Must be able to have rules for applicant statuses. For example, should not be able to change an applicant’s status to make an online offer until all the approvals have been obtained.
- Users can make edits to the offer letter at the time of generation and distribution. All edits are tracked and listed.

**h) Onboarding Module**

- Includes a specific Onboarding module, allowing the university to define required notifications at hire and send notifications through the system (e.g. provisioning, ITS for user account setup, new hire, manager checklist, etc.).
- Electronically provides new hire paperwork and tracks completion of key documents (i.e., I-9, Non-Disclosures, attestations, policy training acknowledgements, and Benefits Paperwork).
- Ability for employees to electronically submit new hire paperwork.
- Provides the ability to create an unlimited amount of personalized content for new starters to digest as part of their induction.
- Supports custom tasks to be allocated to the new starters and their managers.

**i) Global Capabilities and Compliance**

- Configurable notification and collection of EEO compliance information at variable points in the process, including pre-hire and post-hire.
- Functionality consistent with the new OFCCP definition of Internet Applicant (record keeping for searches, candidate submissions, etc.).
- Configurable notification and collection of OFCCP compliance information at variable points in the process, including pre-hire and post-hire.
- Your solution must be in compliance with Section 508 of the Rehabilitation Act of 1973, as amended.
- Job application screens must be accessible by people with disabilities.
- Ability to require that candidates agree with the privacy policy before they submit. Ability for the university to remove a candidate's data at that candidate's request.

**j) Employee Performance Evaluation**

- Ability to automate the workflow of the evaluation cycle originating with the employee's self-evaluation, route to the supervisor for their evaluation followed by an established review process.
- Ability to integrate email reminders into the workflow process to ensure all evaluations are completed in a timely manner.
- Ability to allow employee evaluations to be tied to job descriptions and allow customization of evaluations to align with job descriptions.
- Allow multiple evaluation schedules which may include: new employee probationary reviews, partial year reviews, calendar year based review cycle, hire date based review cycle, specific review cycles other than calendar and fiscal year review cycles.
- Ability to tie employee goals to organizational goals and/or department goals.
- Ability to allow Faculty Performance Evaluations that are not connected to a job description.

**k) Ongoing/Adhoc Employee Performance Management**

- Ability to capture manager/employee feedback throughout the year. Ideally available outside of the employee performance evaluation solution.
- Goal setting and planning tool for performance improvement. Ideally, the solution would provide options for developing an improvement plan, follow up schedule and documenting the entire process.

- l) Employee Career Development Plan Management** (Not required but include as optional module.)
- System provides the ability for multiple system administrators to track formal and informal training.
  - System has the ability to import training content and/or results and/or participation from other systems, including SCORM compliant materials.
  - System provides ability for employees to track formal and informal learning in a development plan.
  - Development plan has ability to link learning content to other learning systems. Employee may add learning content to their development plan, including actions and desired outcomes.
  - Manager/Learning Administrator may suggest learning or training courses for their team to complete.
  - System has the capability to provide learning content approvals.
  - System has the ability to host communities (discussion forums, posting specific courses/learning content for specific groups, etc.) around job functional groups or specific interests (i.e., leadership development).
  - System has capability for gamification (i.e. leaderboards). System has ability to easily run customized learning reports.
  - System has the ability for non-employees to access learning content (students, graduate students, and non-employees).
- m) Self-Service Career Exploration** (Not required but include as optional module.)
- System provides ability for employee to explore potential career paths across the organization from their current role
  - Employee may see required skills, competencies, certifications, experience etc. for each role
  - Ability to compare requirements of each role side by side
  - Ability to allow employees / managers to find a career / role by searching by specific skills, competencies or qualifications.
  - Employees may find mentors relevant to their chosen career path, either internally or via social media networks (or both).
  - Employees may view current job openings in their selected career path, and apply for that role within the organization.
- n) Reporting, Integration and General**
- Provide a list, description and samples of all standard administrative reports included with the license.
  - Ability to generate customized administrative reports that can be exported from the software system tables in delimited data form purposes of creating customized reports. Describe how users can create customized reports and provide samples including the ability to write queries from the solution databases. Provide a list and samples of customized administrative reports created for other customers.
  - Search results, end user reports and administrative user reports should be printer friendly and exportable as delimited data or pdf. Provide samples of printable reports. Single sign on login and password authentication for MUW employees via CAS and Shibboleth for accessing profile and career management activities.
  - Describe your information security plan to protect data from leak, compromise, hack, and other



information technology hacks, as well as your disaster recovery/business continuity plan to ensure that services to MUW are maximally available.

- System is delivered with an ad-hoc report writing tool so that a user can create their own reports.
- Ability to add custom graphics and branding to reports.
- Ability to enable field level security and access to report creation, output and distribution.
- Ability to generate scheduled reports and distribute through email
- Ability to report on data in the application in real time (not based on a refresh of data in a reporting environment)
- Solution should integrate directly with Ellucian's Banner student information systems. The integration process should require no level of development from MUW staff.
- Describe the steps involved in the integration process. The data import process should not require university user or IT intervention. Once set up, import processes should be automated.
- Provide details of delivered web services or API's that can be used by the customer to develop integrations with other systems.

**o) Administration**

- Please describe the capability for MUW to configure and change various components of the system setup independently. Does the administrator have the ability to manage:
  - User Permissions
  - Workflows
  - Lookup information
  - Communication templates
  - Locations
  - Statuses
  - Terminology
  - Application forms and fields

**p) Training and Support**

- Bidder to provide installation, setup, and configuration training.
- HRM requests a train-the-trainer approach where the bidder will be asked to train HRM staff who will then train other MUW employees.
- HRM anticipates the award will cover five years. Bidders shall provide details on licensing requirements and all ongoing expenses for maintenance and support. After the fifth year, ongoing annual support or maintenance costs shall become a year-to-year contractual agreement. This includes product updates and hotfixes.
- Describe the proposed approach to training, the type of personnel to be trained, and the location.
- Do you provide this training directly or through a third-party?
- Can training for end users be delivered remotely via web conference? Can the training be conducted at MUW?
- Describe your user support model for post-implementation issues. What is the standard service level response for support requests? How are solution enhancement requests from clients handled?
- What is the procedure for notice of defects and correction of them?
- Please describe ongoing support costs for help desk, configuration changes, etc. Do you have a "live chat" function for online support?
- Do you offer a sandbox mode for testing?

- Is there a 24/7 helpdesk to call for assistance?

**q) Implementation**

- Provide a high-level project timeline that describes how you see MUW's implementation of your solution proceeding. Include major milestones and key deliverables that will be generated during the project.
- Please describe the implementation approach. Will it be onsite or offsite? Are there additional charges for onsite implementation?
- Describe the type of resources that would be assigned to this project.
- Describe the type of MUW's resources you would expect to be assigned to the implementation project.
- MUW currently uses the PeopleAdmin applicant system. Please provide details on how existing recruiting data in PeopleAdmin can be migrated to your product.

**r) Additional Considerations**

- Is your solution developed internally, leased, or purchased from another provider? How often is the solution upgraded?
- Describe the system enhancements you have planned over the next year. Describe your documented disaster recovery plan.
- Describe your maintenance and backup procedures including daily backups, retention timetable, and offsite backup storage approach. Where are your offsite backup facilities located?
- Describe your hardware/software requirements, including operating systems, databases, and browsers.
- Does your solution use role-based access? If yes, please describe the roles and permissions.
- Does your solution have a password complexity policy for applicants? Does your solution provide an audit trail that includes date, time, and user?
- Does your solution support mobile/tablet usage? If so, how much of the experience can be used on a mobile/tablet device?

**s) Pricing and Terms**

- Please Submit pricing separately per RFP instructions.
- Please provide your cost structure for the first five years of use and detail of all costs MUW would likely incur. These costs may include:
  - Software license fees
  - Hosting fees
  - Transaction fees
  - Implementation fees
  - Training fees
  - Documentation fees
  - Hardware costs
  - Support fees
  - Additional third-party software costs
  - Maintenance costs
  - Customization costs

### 3. INQUIRIES ABOUT RFP

Bidders are not permitted to communicate with University staff regarding this solicitation during the time period between the Request for Proposal issue date and the announcements of awards, except during:

- Prospective respondents may make written inquiries concerning this request for proposal during the “Questions from Vendor” timeframe to obtain clarification of requirements and only to Melissa Buxton via electronic email at [mcBuxton@muw.edu](mailto:mcBuxton@muw.edu). Responses to these inquiries may be made by addendum to the Request for Proposal (RFP). All inquiries should be marked “URGENT INQUIRY. MUW RFX#3160006221
- Oral presentations or demonstrations, if conducted

### 4. ADDENDUM OR SUPPLEMENT TO RFP

In the event it becomes necessary to revise any part of this RFP, an addendum to this RFP will be provided to each respondent who received the original RFP. Respondents shall not rely on any other interpretations, changes or corrections.

### 5. ADMINISTRATIVE INFORMATION

- A. Due Date – October 24, 2023 at 2:00 PM in the MUW Office of Resources Management-

All materials must be submitted to:

Resources Management  
Mississippi University for Women  
1100 College Street, W-1628  
Columbus, MS 39701-5800

- B. Schedule of Critical Dates

The following dates are for planning purposes only unless otherwise stated in this RFP progress towards their completion is at the sole discretion of the university.

RFP Posted	October 3, 2023
Questions from Vendors Due	October 12, 2023
MUW Q&A Response Due	October 19, 2023
Proposal Submission Deadline – 2:00 p.m. CST	October 24, 2023
Presentations	November 6-7, 2023
Award Date (Estimated Target)	November 28, 2023
Contract Effective Date (Estimated)	January 1, 2024

The proposal package must be received on or before 2:00 p.m. on October 24, 2023. It is the responsibility of the respondent to ensure that the proposal package arrives in the Resources Management office on-time. The proposal package should be delivered or sent by mail to:

Resources Management  
Mississippi University for Women  
1100 College Street, W-1628  
Columbus, MS 39701-5800

Your response must include the signature page included in this RFP (See Appendix A) and contain the signature of an authorized representative of the respondent's organization. The signature on the "Original" signature page should be in blue ink

MUW reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the University to do so.

**Proposals received after the stated due date and time will be returned unopened. Submission via facsimile or other electronic means will not be accepted.**

## **6. PROPOSAL SUBMISSION**

This is a two-step RFP process. The technical proposals and the cost proposals are to be submitted in separate sealed envelopes. All proposals must be submitted physically.

Technical Proposal – MUW requests ONE (1) original proposal and FIVE (5) copies in addition to ONE (1) thumb drive / electronic copy to be included. All packages must be clearly marked on the outside with "RFP" and the Proposer's name and address. Each submitted package should be a complete copy. The original shall be marked on the first page "Original".

Cost Proposal – One (1) original and FIVE (5) copies in addition to ONE (1) electronic copy (of the complete cost proposal in one pdf file on a flash drive). Should be sealed in a package with "Cost Proposal" in the lower left hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page "Original".

Award of the contract resulting from this RFP will be based upon requirements set forth in this RFP. Selection of vendor(s) will be at the discretion of the University and will be based on the proposal that the University deems to be the most responsive and serves the best interests of the University in terms of:

- Cost
- Functionality
- Vendor stability
- Vendor ability to meet the schedule of events, timeframe and references

## **7. TECHNICAL PROPOSAL CONTENTS:**

At a minimum, the following items should be included in the contents of the Technical Proposal:

- A. COVER LETTER, indicating the scope of the proposal. The letter should include an overview of the services being offered. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. (Cover letter should be no more than 3 pages in length.)
- B. CORPORATE STRUCTURE AND CREDENTIALS
  - Number of years of experience
  - Staffing levels and support proposed
  - Examples of similar previous work
  - References from Higher Education
  - Previous experience integrating with Banner
  - Previous experience transitioning integration from PeopleAdmin
- C. SECURITY AND COMPLIANCE
  - Provide a statement stating whether your company is compliant with FERPA and GLBA requirements.
  - Provide a completed Higher Education Cloud Vendor Assessment Tool (HECVAT) (lite version available at: <https://www.ren-isac.net/public-resources/hecvat.html>).
- D. OPERATIONS AND ABILITY TO PERFORMS
  - Provide operation plan. This should include, but not limited to, acknowledgement and agreement with all requirements as well as explanations, where applicable, of the intended plan to achieve the requirements.
  - Describe how services will be provided to MUW.

## **8. COST PROPOSAL**

- A. Fees for initial purchase of required hardware or software (including all preparation, installation, rollout, training and first year maintenance and support)
- B. Required Annual Maintenance Costs after initial purchase. This includes software, hardware, transaction fees, etc.
- C. Optional fee schedule to include options to add additional modules over time.

## **9. DISCUSSIONS/EVALUATION CRITERIA/AWARD PROCESS**

- A. MUW reserves the right to conduct discussions with any or all respondents, or to

make an award of a contract without such discussions based only on evaluation of the written proposals. MUW reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. MUW likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. MUW may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

- B. MUW reserves the right to award this contract in whole or in part depending on what is in the best interest of MUW with MUW being the sole judge thereof.
- C. The evaluation factors set forth in this section are described as follows:
  - The Vendor's ability to deliver an application meeting the overall objectives and functions described in the RFP
  - Vendor's partnership with Ellucian Banner
  - Competitive fees
  - Availability and access to technical support
  - Vendor's experience providing TMS for other institutions of higher education and three (3) references of similar size schools with no larger than approximately 5,000 FTE, preferably.
  - Compliance with applicable State and Federal laws and regulations
- D. The committee may invite finalists for interviews and/or presentations.
- E. Failure to attend a requested interview presentation before the committee may result in a proposal not being considered.
- F. Upon award of contract(s), successful respondent(s) will be asked to provide an implementation plan and timeline and obtain MUW's input and concurrence before moving forward.
- G. Proposals will be scored based on the following weights (100 points total):
  - Corporate Structure/Years of Experience/References – 20 pts
  - Operation Plan/Ease of Use/Services Offered – 30 pts
  - Fees and other Projected Financial Impact to MUW- 50 pts.

## **10. TWO-PHASE, BEST AND FINAL OFFER**

- A. If the initial proposals do not provide MUW with a clear and convincing solution, or if MUW feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, MUW reserves the right to use a two-phase approach and/or invite Best and Final Offers (BAFO). Based on the information obtained through the proposal submittals (Phase-One), MUW may choose a specific business model, and potential providers may be asked to submit revised proposals based upon that specific model.

- B. The evaluation committee may develop, for distribution to the top-ranked firms, refined written terms with specific information on what is being requested as a result of information obtained through initial RFP submittal process. Proposers may be asked to reduce cost or provide additional clarification to specific sections of the RFP. Selected proposers are not required to submit a BAFO and may submit a written response notifying the solicitation evaluation committee that their response remains as originally submitted.

## **11. TERM OF CONTRACT**

- A. It is MUW's intention to enter into a contract for up to five (5) years beginning upon receipt of all required approvals (estimated January 1, 2024).
- B. MUW reserves the right to terminate this agreement with thirty (30) days' notice, by the Director of Resources Management via certified mail to the address listed on the signature page of this RFP (See Appendix A) if any of the terms of the proposal and/or contract are violated.
- C. In the event the contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, MUW will notify the contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the contractor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the contractor.
- D. Termination of contract by contractor without cause can only occur with at least one-hundred and twenty (120) days' notice prior to the proposed termination of the contract.
- E. In the event MUW employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under this contract, the contractor agrees to pay the attorney's fees and expenses so incurred by MUW.

## **12. ACCEPTANCE TIME**

- A. Proposal shall be valid for one-hundred and eighty (180) days following the proposal due date.

## **13. RFP CANCELLATION**

- A. This RFP in no manner obligates MUW to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of MUW and may be terminated without penalty or obligations at any time prior to the signing of a contract. MUW reserves the right to cancel this RFP at any time, for any reason,

and to reject any or all proposals or any parts thereof.

#### **14. INDEPENDENT CONTRACTOR CLAUSE**

- A. The contractor shall acknowledge that an independent contractor relationship is established and that the employees of the contractor are not, nor shall they be deemed employees of MUW and that employees of MUW are not, nor shall they be deemed employees of the contractor.

#### **15. OTHER CONTRACT REQUIREMENTS**

- A. Award Terms: This contract shall be awarded at the discretion of the University based on the capabilities and overall reputation of the Supplier, as well as the cost. Acceptance shall be confirmed by the issuance of a contract from the University.
- B. University Addendum: The awarded contractor(s) will be expected to enter into a contract that is in substantial compliance with MUW adhering to the State of Mississippi laws and regulations (Appendix D).
- C. Information Security: The contract must include the Information Security provision outlined in Appendix B.
- D. Piggy Back Clause: The state requests the right to use the results of this RFP in future projects. Please see Appendix C for contract language to include.
- E. The Procurement Process: The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.
  - i. Request for Proposals (RFP) is issued to prospective suppliers.
  - ii. A deadline for written questions is set.
  - iii. Proposals will be received as set forth in Section 6.
  - iv. Unsigned proposals will not be considered (Appendix A).
  - v. All proposals must be received by MUW no later than the date and time specified on the cover sheet of this RFP.
  - vi. At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of each respondent will be announced.
  - vii. Proposal evaluation: The University will review each proposal.
  - viii. At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal
  - ix. Respondents are cautioned that this is a request for proposals, not a request to contract, and the MUW reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
  - x. The proposals will be evaluated according to the criteria set forth in Section 9.



APPENDIX A: SIGNATURE PAGE

Provide information requested, affix signature and return this page with your proposal:

NAME OF FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

AREA CODE/NUMBER

FACSIMILE NUMBER: \_\_\_\_\_

AREA CODE/NUMBER

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## APPENDIX B: INFORMATION SECURITY PROVISION

**Information Security.** Vendor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by UNIVERSITY to Vendor or data otherwise obtained by Vendor from or about UNIVERSITY (“UNIVERSITY Data”), (ii) protect against any anticipated threats or hazards to the security or integrity of UNIVERSITY Data, and (iii) protect against unauthorized access to or use of UNIVERSITY Data that could result in substantial harm or inconvenience to UNIVERSITY or any of its stakeholders. Vendor shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of UNIVERSITY Data while such information is in Vendor’s possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. Vendor will maintain sufficient procedures to detect and respond to security breaches involving UNIVERSITY Data and will inform UNIVERSITY immediately when it suspects or learns of malicious activity involving UNIVERSITY Data, including an estimate of the activity’s effect on UNIVERSITY and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

At a minimum, Vendor’s safeguards for the protection of UNIVERSITY Data shall include: (i) limiting access to UNIVERSITY Data to authorized personnel of Vendor and utilizing policies that promote the least internal access; (ii) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (vi) encrypting (with AES-256 bit or better encryption) UNIVERSITY data stored on any mobile media; (vii) encrypting UNIVERSITY Data transmitted over public or wireless networks; (viii) strictly segregating UNIVERSITY Data from information of Vendor or its other customers so that UNIVERSITY Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Vendor’s employees. Vendor agrees to supply annual audit or SOC report completed by an external auditor upon request.

Vendor must obtain the written approval of UNIVERSITY before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Vendor’s security obligations, including all data security requirements.

## APPENDIX C: PIGGY BACK CLAUSE FOR CONTRACT

### ***Right to Use Proposals in Future Projects***

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

APPENDIX D: MANDATORY ADDENDUM TO  
ALL MISSISSIPPI UNIVERSITY FOR WOMEN CONTRACTS  
January 2019 Edition

Notwithstanding any provision to the contrary contained in any contract in which Mississippi University for Women (MUW) is a party, MUW does not waive any rights, benefits or prohibitions that may be provided under any applicable law. Every provision to the contrary in any contract to which MUW is a party is void and deleted. The following is a non-exhaustive list of provisions that shall be exceptions to any contrary provision in any contract to which MUW is a party:

1. MUW does not indemnify or hold harmless any party.
2. MUW does not make any warranty.
3. MUW does not waive any claim, present, past or future.
4. MUW does not waive its sovereign immunity. Mississippi University for Women shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties.
5. MUW does not waive its Eleventh Amendment immunity under the United States Constitution.
6. The law applicable to this contract shall be the laws of the State of Mississippi. The choice of law doctrine shall not be used to apply the laws of another state. The forum through which to attempt to pursue claims arising under this contract is the State of Mississippi state court system and no other.
7. Contractual provisions for actions or results that are inconsistent with or in violation of the policies of Mississippi University for Women or the State of Mississippi Board of Trustees of State Institutions of Higher Learning, or both, are deleted.
8. MUW does not agree to a factual description of the current interpretation of the law.
9. MUW does not assign its interest in penalties, such as liquidated damages, to the non-MUW party.
10. MUW does not limit the liability of a non-MUW party for negligence or intentional or reckless torts.
11. MUW does not limit the liability of any non-MUW party to the amount of the contract or to any other set amount.
12. MUW does not exclude any non-MUW party's warranties of merchantability and fitness for a particular use or any common law warranties to which MUW is entitled.
13. MUW does not waive any type or category of damage.

14. MUW does not agree that another party may prosecute or defend legal actions in the name of MUW unless the provision also conditions the prosecution of such actions on receipt by the party desiring to proceed in the name of MUW with the requirement that such authority may only be allowed if the advance, written approval of the Attorney General of the State of Mississippi is obtained on a case-by- case basis.
15. MUW does not agree to pay extra compensation, fees, or allowances after service is rendered or a contract made, or for any payment not authorized by law.
16. MUW does not agree to any provisions in which the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.
17. Provisions that limit the time frame for MUW to pursue legal actions are deleted.
18. MUW does not agree to submit to binding arbitration.
19. MUW does not agree to pay any party any amount as compensation for MUW employing the other party's employees.
20. MUW will make payments for all amounts owed under this agreement no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services in accordance with Miss. Code Ann. § 31-7-305.
21. The contracting parties are on notice that MUW is a public entity of the State of Mississippi and that all parties that wish to conduct business with MUW are obligated to verify through their own legal counsel, not through MUW officials, and through public laws and regulations whether MUW has the authority to enter such a contract, whether the provisions of the contract are enforceable as to MUW, and whether the MUW official executing the contract has the authority so to do.
22. The contracting parties are on notice that MUW is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-6-1, *et seq.* No party to this agreement shall be liable to the other party for disclosures of information required by court order or required by law.
23. It is expressly understood and agreed that the obligation of MUW to proceed under this agreement is conditioned upon the availability and receipt of funds by MUW to specifically perform the obligations set forth for MUW under the agreement.
24. In compliance with the Mississippi Transparency and Accountability Act, all payments made by MUW may be posted on a public website beginning on July 1, 2012. The information posted will include the date of payment, vendor name, vendor's city and state, and the payment amount. The release of this information supersedes any applicable non-disclosure or confidentiality obligations of MUW.
25. Any Contractor/Seller of MUW shall ensure compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, *et seq.* to -3, and shall register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system"

means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller shall maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Any person assigned by a Contractor/Seller to perform services for MUW shall meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one year, or (c) both. In the event of termination/cancellation, Contractor/Seller may also be liable for any additional costs incurred by MUW or the State due to contract cancellation or loss of license or permit.

- 26. Contractor recognizes that MUW, as a state agency of the State of Mississippi, enters into a contract only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of a contract that is not authorized or inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is deleted.
- 27. This Addendum complies with the provision that amendments to the contract must be in writing and approved by both parties, and the Addendum is expressly incorporated in the contract.

Agreed: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

On behalf of Mississippi University for Women:

Agreed: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

Vice President for Administration/Chief Financial Officer  
Title