

REQUEST FOR PROPOSAL

(WVSOM WEBSITE RFP #WVSOM-26-570)

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia School of Osteopathic Medicine (hereinafter referred to as “WVSOM” or the “Agency”) is issuing this solicitation as a Request for Proposal (“RFP”), pursuant to the authority granted under W. Va. Code §18B-5-4, to solicit proposals from qualified vendors to redesign, implement, host, and maintain a unified multisite web platform serving the institution’s primary public facing and internal digital properties..

The RFP is a procurement method in which vendors submit proposals in response to a Request for Proposal issued by the Agency. This procurement method requires award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This process is commonly referred to as a “best value” procurement.

Through their proposals, vendors shall present a comprehensive solution for conducting a full-spectrum assessment of WVSOM’s cybersecurity posture and physical security. Through their proposals, vendors shall present a comprehensive solution for the design, development, implementation, hosting, and ongoing support of WVSOM’s enterprise website platform. Vendors should describe how their proposed approach will meet or exceed the requirements set forth in this RFP, including the ability to enhance user experience, improve prospective student engagement and conversion, strengthen search visibility, and support scalable, long-term content management. The proposed solution should address technical architecture, content strategy, accessibility compliance, and governance, while ensuring a secure, reliable, and high-performing digital environment that supports WVSOM’s communications, recruitment, and operational objectives.

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SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

****Virtual Meeting**

Monday, March 30, 2026

1:30 p.m. (ET)

Please email wvsombids@osteo.wvsom.edu to register for the Mandatory Pre-Bid meeting. Registration closes **Friday, March 27, 2026 at 3:00 p.m. (ET)**. Vendor must provide the company name and contact information for each individual who will attend. Access instructions will be provided to all registered vendors in advance of the meeting.

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to WVSOM Department of Contracts and Procurement. Questions must be submitted in writing. All questions **must be submitted on or before the date listed below and to the address listed below to be considered.** A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: April 10, 2026 at 4:30 PM.

Submit Questions to:
WVSOM – Contracts & Procurement Department
400 Lee Street North,
Lewisburg, WV 24901
Email: WVSOMBids@osteo.wvsom.edu

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any WVSOM personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the WVSOM is binding.

6. **BID SUBMISSION:** Bids may be submitted either by physical delivery or electronic mail (email). All bids must be submitted on or before the date and time of the bid opening listed in section 7 below..

Bids submitted must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

Any bid received by WVSOM staff is considered to be in the possession of the WVSOM and will not be returned for any reason.

Bid Delivery Address and Email:
WVSOM – Contracts & Procurement Department
400 Lee Street North,
Lewisburg, WV 24901
Email: bids@osteo.wvsom.edu

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification.

Bid Opening Date and Time: Friday, May 1, 2026 at 10:00 a.m.

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by WVSOM. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. **ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by WVSOM at its sole discretion. Any Vendor bidding an alternate model or brand **shall** clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items **may** be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The RFP/RFB contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the RFP/RFB may result in bid disqualification.

12. **COMMUNICATION LIMITATIONS:** Communication with the WVSOM or any of its employees regarding this RFP/RFB during the RFP/RFB, bid, evaluation, or award periods, except through the Director of Procurement, is strictly prohibited without prior approval.

13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor **must** be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. **UNIT PRICE:** Unit prices **shall** prevail in cases of a discrepancy in the Vendor's bid.

15. **WAIVER OF MINOR IRREGULARITIES:** WVSOM reserves the right to waive minor irregularities in bids or specifications.

16. **NON-RESPONSIBLE:** WVSOM reserves the right to reject the bid of any vendor as Non-Responsible, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

17. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the RFP/RFB and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to WVSOM constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. WVSOM will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

18. ACCEPTANCE/REJECTION: WVSOM may accept or reject any bid in whole, or in part if it is found to be in the best interest of WVSOM.

19. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-4 requires that the vendor submit a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$100 thousand. That disclosure must occur on the form prescribed prior to contract award. A copy of that form will be provided to the successful bidder to complete before contract award. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the WVSOM reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: WVSOM will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the WVSOM with a valid email address in the bid response.

22. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the WVSOM and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the WVSOM and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.5. "Award Document" means the document signed by the WVSOM, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by WVSOM.

2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____ () years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: Contract Term specified in RFP _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, WVSOM, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

7. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third-Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$1,000,000.00 per occurrence.

8. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws

relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. VENUE: 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.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: 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 maintenance, licenses, or subscriptions may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid

amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. 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.

18. CANCELLATION: WVSOM reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. WVSOM may also cancel any purchase or Contract upon 30 days written notice to the Vendor.

19. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by WVSOM and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be

expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by WVSOM such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of WVSOM, and the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the WVSOM, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the WVSOM's policies, procedures, and rules.

30. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

31. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the vendor must provide all necessary releases to obtain information to enable the Commission/Institution to verify that the vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State/WVSOM shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State/WVSOM for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, WVSOM, and shall provide the State and WVSOM with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and WVSOM, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Commission/Institution affirming under oath that it is not in default

on any monetary obligation owed to the state or a political subdivision of the state.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-4 requires that for contracts with an actual or estimated value of at least \$100,000.00, the vendor must submit to the Commission/Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form will be provided to the successful bidder. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

39. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

40. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment: The West Virginia School of Osteopathic Medicine (WVSOM) is soliciting proposals from qualified vendors to redesign, implement, host, and maintain a unified multisite web platform serving the institution's primary public-facing and internal digital properties.

WVSOM's current web presence consists of a legacy environment of more than 1,000 pages across multiple domains. The institution seeks to replace this environment with a modern, student recruitment-focused platform designed to improve prospective student conversion, strengthen search visibility, and serve as the institution's primary digital communications channel.

This engagement includes both the initial implementation and the provision of ongoing hosting, content management, and technical support services following launch.

4.2. Project Goals and Mandatory Requirements:

4.2.1. Goals and Objectives – WVSOM seeks to transition its existing web environment into a modern, scalable, and high-performing digital platform that supports institutional recruitment, communication, and long-term sustainability. Project goals include:

- Transition a 1,000+ page legacy environment into a high-conversion recruitment platform
- Establish a multisite ecosystem under centralized governance
- Implement a sustainable, template-driven CMS structure
- Deliver an AI-optimized, schema-enabled content system
- Ensure a WCAG-compliant accessible digital platform
- Enable WVSOM to independently manage and maintain content post-launch
- Support long-term hosting, content management, and continuous improvement

WVSOM will evaluate project success not only on delivery milestones, but on post-launch performance indicators including site stability, accessibility compliance, search visibility retention, and the institution's ability to independently manage content.

4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1. Multisite CMS Architecture

4.2.2.1.1. CMS Exit & Administrative Access: The CMS platform must grant WVSOM full super-admin access and support complete export of content, media, configuration,

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and data (including taxonomy, users, and metadata). The solution must not impose proprietary restrictions that prevent transition to another vendor or hosting environment. Vendor must provide a documented transition plan, including data export format(s) and any required utilities.

4.2.2.1.2. The selected vendor will implement a single, centralized CMS managing the following six domains:

1. wvsom.edu
2. president.wvsom.edu
3. wvsomfoundation.org
4. msopti.wvsom.edu
5. crch.wvsom.edu
6. WVSOM Intranet (Internal communications and resources; SSO-authenticated)

4.2.2.1.3. Required *Schema.org implementations include:*

- One unified CMS instance
- Shared design system
- Domain specific content control
- Centralized branding enforcement
- Controlled template access

4.2.2.2. Governance

4.2.2.2.1. Governance Demonstration Requirement: Proposers must demonstrate role-based permissions, workflow approvals, content versioning, and audit logging from a comparable higher-education implementation via screenshots and/or a brief video walkthrough included with the proposal.

4.2.2.2.2. WVSOM retains:

- Super Admin rights
- Security oversight
- Global branding enforcement
- Template management
- Role-based permission control
- Infrastructure oversight

4.2.2.2.3. Departments retain:

- Editor level rights
- Content editing within approved templates
- No structural or template creation privileges

4.2.2.2.4. The vendor must support:

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- Role-based access control
- Workflow approvals
- Content versioning
- Audit logging

4.2.2.3. Discovery & Stakeholder Engagement: Discovery is a required phase with defined deliverables and formal signoff requirements. No design work will be authorized until the Information Architecture, governance structure, and Core 30 page scope have been reviewed and approved by WVSOM. The vendor is responsible for driving this process and delivering the documentation described below.

4.2.2.3.1. Discovery Phase Duration: Months 1–2 (June–July 2026)

4.2.2.3.2. Required Discovery Deliverables:

- Stakeholder interview summary
- Audience persona definitions
- Information architecture proposal
- Content audit summary
- Core 30 page confirmation
- 15 template confirmation
- Migration strategy plan
- Governance confirmation document
- Technical architecture proposal

4.2.2.3.3. Structured Stakeholder Engagement

4.2.2.3.3.1. Vendor must conduct the following workshops:

- Executive Cabinet Session
- Recruitment & Marketing Workshop
- Academic Leadership Workshop
- IT & Security Technical Workshop
- Governance & Workflow Workshop

4.2.2.3.3.2. Vendor must describe:

- How scope creep is prevented
- How conflicting stakeholder opinions are resolved
- What documentation formalizes discovery outcomes

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4.2.2.3.3.3.A Discovery Summary and Decision Document must be submitted to WVSOM and approved in writing before any design work begins.

4.2.2.3.3.4. Discovery Artifact Ownership: All discovery artifacts (interview notes, personas, IA, governance models, technical architecture, and documentation) are works made for hire and the exclusive property of WVSOM. WVSOM may use these materials independent of vendor participation in later phases.

4.2.2.4. Current State Content Inventory & Migration Expectations: WVSOM's current web presence consists of approximately 1,000 total pages across all domains. Of this total:

- Approximately 750 pages are legacy news and event entries
- Approximately 30 pages are designated as high-priority, custom-designed "Core 30" pages
- The remaining pages consist primarily of structured institutional, departmental, and compliance content eligible for standardized template migration

4.2.2.4.1. Most legacy news and event content should be migrated via automated scripted processes into newly designed structured templates. Manual recreation of these entries is not acceptable unless explicitly approved by WVSOM.

4.2.2.4.2. Vendors must:

- Propose a scripted migration methodology for news and event entries
- Describe how metadata, tags, and structured fields will be preserved or enhanced during migration
- Provide validation reporting to confirm content integrity post-migration. **ADD-** The report should at a minimum compare source vs destination content count, metadata fields, and URLs.
- Identify any content types that may require manual intervention and justify why

4.2.2.4.3. WVSOM reserves the right to archive, suppress, or sunset legacy content as part of rationalization efforts prior to migration.

4.2.2.4.4. Proposals must clearly distinguish between:

- Custom UI/UX page development (Core 30)
- Template based page implementation
- Automated content migration
- Manual content remediation (if required)

4.2.2.5. Design & Content Framework

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4.2.2.5.1. The Core 30: Custom Designed Pages: Thirty pages will receive custom wireframe, design, and development work. Five of these are intranet specific pages that will be scoped during discovery. The remaining public site pages are listed below, with any additional inclusions to be confirmed and documented during the discovery phase. The total number of Core 30 pages shall not exceed 30 without a written contract amendment approved by WVSOM.

- Homepage
- Admissions Hub
- DO Program
- MSBS Program
- MSBS to DO Pathway
- HR / Careers Hub
- AI @ WVSOM Innovation Page
- Outcomes / Match Data
- Research
- Clinical Evaluation Center
- Alumni & Giving
- Residency Training Landing
- Community Health Hub
- President Landing
- Additional pages to be confirmed during discovery

4.2.2.5.1.1. Vendor must deliver:

- UX wireframes
- Mobile-first design
- Page layouts designed to support prospective student inquiry and application
- Performance optimized implementation

4.2.2.5.2. The Core 15: Reusable Template Library: In addition to the Core 30 custom pages, the vendor will build a library of 15 reusable page templates. These templates are intended to cover the majority of ongoing content needs across all six domains and must be maintainable by institutional staff without vendor involvement for routine updates.

- News Article
- Event
- Faculty Bio
- Department Page
- Program Detail
- Staff Directory

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- Landing Page
- FAQ
- Compliance Page
- Resource Page
- Data / Statistics Page
- CTA Page
- Policy Page
- Internal Announcement
- Search Results Page

4.2.2.5.2.1. *Templates must:*

- Be reusable across all domains
- Be WCAG-compliant by default
- Support structured metadata
- Enforce brand consistency

4.2.2.5.3. Intranet: WVSOM does not currently have a dedicated intranet. As part of this engagement, the vendor will design, develop, and launch a new intranet hosted on the same CMS platform as the public facing sites. It will share the same design system and operate under the same centralized governance model.

4.2.2.5.3.1. Access to the intranet must be restricted to authenticated WVSOM account holders. The vendor will integrate with WVSOM's Microsoft Azure Active Directory using SAML 2.0 or equivalent for Single Sign On (SSO) authentication. No intranet content may be accessible to unauthenticated users under any circumstances.

4.2.2.5.3.2. *The intranet must support the following functional requirements:*

- Azure Active Directory SSO integration using SAML 2.0 or equivalent
- Role-based access control
- Staff news and announcements
- Internal staff directory and department pages
- Internal event calendar

4.2.2.5.3.3. Intranet Security & Indexing: The intranet must enforce no-index/no-follow directives and prevent unauthenticated access, external indexing, and caching by search engines or third-party services. The vendor must validate that robots directives and authentication gates are effective pre-launch and post-launch.

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4.2.2.6. Technical Requirements

4.2.2.6.1. Search Visibility and AI Discoverability: WVSOM's prospective students, faculty recruits, and community partners increasingly find institutional information through AI assisted search tools, generative search results, and voice-driven queries rather than traditional search alone. The vendor must implement a content and technical strategy that positions WVSOM to perform well across both conventional search engines and these emerging discovery channels.

4.2.2.6.2. This requires two complementary workstreams:

4.2.2.6.2.1. Structured Data Implementation. The vendor must implement Schema.org markup across all delivered pages and templates so that WVSOM content is machine readable and accurately represented in AI generated answers and rich search results. Required implementations include:

- Program pages: degree type, duration, accreditation status, and outcomes data
- Faculty profiles: Person schema including name, title, department, and credentials
- Events: Event schema including date, location, and description
- FAQ content: FAQ schema to support direct answer extraction by AI tools
- Course offerings: Course schema where applicable

Vendor must validate all structured data and Schema.org implementations prior to launch using industry-recognized testing tools (e.g., schema validation and rich results testing). Validation reports demonstrating successful implementation and error resolution must be submitted to WVSOM as part of pre-launch acceptance. Any errors or warnings identified must be remediated prior to launch at no additional cost.

4.2.2.6.2.2. Content Architecture for AI Readability. Schema alone is not sufficient. The vendor must also structure page content so that AI tools can extract and accurately represent WVSOM information. This means clear, consistently formatted headings, concise descriptive page summaries, and content written to directly answer the questions prospective students are most likely to ask.

A structured data implementation plan must be submitted during the discovery phase, and all markups validated prior to launch.

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4.2.2.7. Site Search: WVSOM requires a site search experience that understands how users ask questions, not just which keywords they type. The implemented solution must support natural language and conversational queries, returning results based on user intent rather than keyword frequency alone. Basic keyword search is not acceptable for a platform of this scope.

The search implementation must:

- Support natural language and conversational queries across all six domains from a single search interface
- Return intent based results that surface the most relevant content regardless of exact keyword match
- Support multisite indexing so that content across all domains is discoverable through a unified search
- Provide administrative analytics including query volume, common search terms, and zero result queries so WVSOM staff can identify content gaps over time

Vendors must identify the specific search platform or technology proposed, explain how semantic or vector based relevance ranking will be implemented, and describe how the solution will be maintained and tuned following launch.

4.2.2.8. Search Platform Disclosures: Vendors must disclose all platform licensing or usage-based costs (current and projected), who is responsible for ongoing tuning and relevance training, and contingency plans if the selected search product changes materially or is sunset during the contract term.

4.2.2.8.1. Analytics & Event Tracking Architecture: WVSOM requires a comprehensive analytics and conversion tracking infrastructure to measure the success of the new platform as a recruitment tool. The vendor is responsible for implementing this architecture prior to launch.

The vendor must:

- Implement Google Tag Manager across all domains to manage marketing, analytics, and functional scripts.
- Implement Google Analytics 4 with cross domain tracking configured across the primary site and all associated subdomains.
- Ensure all data collection practices comply with current data privacy standards.

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- Proposals must outline the vendor's approach to discovery and documentation of Key Performance Indicators and how those will be translated into the GTM/GA4 configuration.

4.2.2.9. Accessibility & Compliance: The delivered platform must comply with Title II of the Americans with Disabilities Act (ADA) and meet WCAG 2.1 Level AA as required by the DOJ's 2024 final rule. Accessibility compliance is a legal obligation, not a design preference, and will be treated as a contractual requirement of this engagement.

4.2.2.9.1. *Mandatory at launch:*

- Full Title II ADA compliance
- WCAG 2.1 Level AA compliance across all delivered pages and templates
- Written vendor attestation certifying WCAG 2.1 AA conformance at launch

4.2.2.9.2. *Roadmap required:*

- Defined path toward WCAG 2.2 Level AA with target milestones

4.2.2.9.3. *Vendor must provide:*

- Pre-launch accessibility audit report conducted by a qualified third party or internal accessibility specialist
- Remediation documentation identifying any issues found and how they were resolved
- Ongoing accessibility monitoring plan with defined vendor responsibilities post-launch
- Description of how new content added post-launch will be maintained in compliance by content editors

4.2.2.9.4. Accessibility compliance must be built into the platform from the ground up. Third party overlay tools are not an acceptable substitute for proper development practices and will not satisfy this requirement.

4.2.2.9.5. Acceptance & Remedies for Accessibility: Final acceptance and the associated milestone payment are contingent upon an accessibility audit evidencing WCAG 2.1 AA conformance. WVSOM may withhold payment and require remediation prior to acceptance. Repeated non-conformance during the managed services term may trigger service credits or termination for cause.

4.2.2.10. SEO & URL Governance: WVSOM's current web presence has established search engine visibility that must be preserved through migration. The vendor is responsible for ensuring that the transition to the new platform does not result in measurable loss of organic search rankings or indexed page equity.

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4.2.2.10.1. The vendor must:

- Conduct a complete URL inventory of all existing domains prior to any development work
- Deliver a baseline SEO audit documenting current rankings, indexed pages, and domain authority before migration begins
- Produce a full 301 redirect mapping document and submit it to WVSOM for review and approval no later than the end of the Development phase
- Implement and validate all redirects in the staging environment before any redirect goes live in production
- Deliver a pre-launch crawl report confirming zero broken links, redirect chains, or missing canonical tags
- Deliver a post-launch crawl report within 30 days of each site launch confirming redirect integrity and indexation status
- Notify WVSOM of any CMS updates, plugin changes, or platform modifications that could affect URL structure or redirect behavior

4.2.2.10.2. Baseline Traffic & Indexation Benchmarks: Prior to migration, Vendor must baseline organic traffic, indexation, and top landing pages. Post-launch, Vendor will monitor and report for 90 days, investigating material declines and recommending remediation without additional fees.

Responsibility for redirect integrity does not end at launch. The vendor is accountable for redirect performance throughout the managed services contract term.

4.2.2.11. Hosting & Infrastructure

The vendor must provide fully managed hosting for all six domains as part of this engagement. Hosting services will be governed under the same contract structure as ongoing managed services described in Section 12.5, with an initial term of three years following project completion.

The vendor must maintain three distinct environments for each domain: Development, Staging, and Production. The staging environment must be a full mirror of production, including CMS version, active plugins, and configuration. No changes may be promoted to production without first being validated in staging.

Proposals must identify the underlying cloud provider (e.g., AWS, Azure, GCP), primary region(s), and whether environments are single-tenant or multi-tenant. Any changes to provider or region require prior written approval from WVSOM.

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Hosting pricing must be itemized separately from implementation and content services, so WVSOM can evaluate each component independently and make informed decisions at renewal.

4.2.2.11.1. Required hosting services and minimum standards:

- Uptime SLA: vendors must guarantee a minimum of 99.9% uptime for all production environments, measured monthly, with documented remedies for SLA breaches
- Backup and Recovery: daily automated backups with a minimum 30-day retention period; recovery time objective (RTO) of four hours or less for a full production restoration; vendors must specify their tested recovery process
- Patch Management: CMS core, plugin, and server-level patches must be applied within 14 days of release for standard updates and within 72 hours for critical security patches
- Security Monitoring: continuous monitoring with logging retained for a minimum of 90 days; vendors must describe alerting thresholds and escalation procedures
- Incident Response: vendors must define response time tiers; WVSOM requires acknowledgment within one hour and active remediation within four hours for any production outage affecting public facing pages
- SLA Performance Credits In addition to incident remedies, repeated SLA breaches within a rolling 90-day period will trigger service credits applied to the next invoice according to a schedule proposed by the vendor and accepted by WVSOM.

4.2.2.12. Ongoing Managed Services & Post-Launch Support: Following launch, the selected vendor will provide ongoing managed services under a separate contract. WVSOM anticipates consistent content activity across multiple departments and expects the vendor to provide responsive, accountable support throughout the contract term.

Vendors must provide separate, itemized pricing for each of the following ongoing service categories:

4.2.2.12.1. Hosting & Infrastructure Management

Covered under Section 11. Pricing must be provided as a separate annual line item.

4.2.2.12.2. Routine Content Updates

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WVSOM requires ongoing support for routine content updates across all six domains. This includes text edits, image updates, event postings, news entries, and staff directory changes. Vendors must:

- Propose a monthly retainer structure with a defined hour allocation for routine content work
- Specify average turnaround time for standard content requests
- Describe the request intake and ticketing process
- Identify whether a dedicated account contact will be assigned

4.2.2.12.3. Changes & New Page Builds

WVSOM anticipates periodic needs for new page builds, template modifications, and design updates outside of routine content work. Vendors must:

- Provide a monthly retainer option for design and development work
- Provide an hourly rate for out of retainer work
- Describe the process for scoping, approving, and delivering larger design requests

4.2.2.12.4. Security Patching & CMS Updates

Vendor is responsible for maintaining platform security on an ongoing basis. This includes:

- CMS core and plugin/module updates
- Security patch application within defined SLA windows
- Vulnerability monitoring and notification
- Annual security review of hosting environment

4.2.2.12.5. 12.5 Managed Services Contract Structure

Ongoing managed services will be executed as a separate contract from the implementation agreement, with an initial term of three years, beginning at the conclusion of the post-launch stabilization period. After the initial term, the contract may be renewed on an annual basis at WVSOM's discretion. Vendors must provide:

- A proposed Year 1 annual managed services fee, with pricing held firm for the full three-year initial term or with clearly defined escalation caps
- Pricing assumptions underlying the annual fee (hours, scope, SLA tiers)
- Proposed rate escalation terms applicable to annual renewals following the initial three-year term

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- Termination for convenience provisions and transition assistance obligations, including data export, documentation handoff, and a minimum 90-day transition support period

4.2.2.13. Project Timeline

Total Duration: 12 Months (June 2026 – June 2027)

Phase	Duration	Target Dates
Discovery & Stakeholder Engagement	Months 1–2	Jun – Jul 2026
Information Architecture & Wireframes	Month 3	Aug 2026
Design System & Core 30 Design	Months 4–5	Sep – Oct 2026
Development & Integration	Months 6–8	Nov 2026 – Mar 2027
Migration, QA & Testing	Month 9	Mar 2027
Main Site Launch & Stabilization	Month 10	Mar 2027
Microsite Implementation & Launch	Months 11–12	Apr – Jun 2027

Timeline assumes contract execution and vendor kickoff no later than June 2026. If contract execution is delayed, the June 2027 completion target will adjust accordingly.

Vendors may propose alternative timelines with written justification based on discovery findings.

- 4.3. Term:** This contract shall be for a term of four (4) years, with the option of three (3) one-year renewals. The initial design, development, and implementation of the website platform shall be completed within the first twelve (12) months of the contract. The remaining term shall consist of ongoing hosting, maintenance, and managed services as described in this RFP. Any separately priced managed services components shall be governed under the same contract unless otherwise agreed to in writing by WVSOM.
- 4.4. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name

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and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.4.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

- Experience designing and delivering modern, user-centered website platforms, including demonstrated improvements in usability, engagement, or conversion.
- Experience implementing enterprise-level CMS platforms, including scalable architecture, content modeling, and long-term maintainability.
- Demonstrated experience with multisite or multi-domain environments, including centralized governance, shared design systems, and brand consistency.
- Experience developing and implementing content governance frameworks, including role-based permissions, editorial workflows, and content lifecycle management.
- Demonstrated expertise in SEO strategy, including technical SEO, content optimization, and preservation of search rankings during site migrations.
- Experience implementing structured data (Schema.org) and designing content for AI-assisted search and discoverability.
- Experience designing and delivering accessible websites, including WCAG 2.1 AA (or higher) compliance and accessibility auditing/remediation.
- Experience integrating websites with third-party systems, such as CRM platforms, authentication systems (SSO), analytics tools, and marketing technologies.
- Experience providing ongoing managed services, including hosting, performance optimization, security updates, and continuous improvement.
- Experience working with higher education, healthcare, government, or similarly complex organizations (if relevant to your use case).

4.4.2. Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

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- The following mandatory qualification/experience requirements must be met by the Vendor as part of its submitted proposal.
- Vendor must have a minimum of five (5) years of experience providing website design, development, and/or hosting services.
- Vendor must demonstrate successful completion of at least three (3) comparable website projects within the past five (5) years. Comparable projects should include website design, development, and implementation of similar scale and complexity. References are required.
- Vendor must demonstrate experience implementing and supporting a content management system (CMS) capable of supporting multi-user content editing and ongoing maintenance.
- Vendor must demonstrate experience providing website hosting and infrastructure services, including uptime monitoring, backup and recovery, and security management.
- Vendor must demonstrate experience delivering websites that meet WCAG 2.1 Level AA accessibility standards.
- Vendor must provide a proposed staffing plan, including key personnel, roles, and relevant experience for this engagement.
- Vendor must provide references for prior comparable engagements, including client name, project description, and contact information.
- Vendor must demonstrate the ability to provide ongoing support and maintenance services, including content updates, technical support, and system updates.

4.5. Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

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SECTION 5: VENDOR PROPOSAL

5.1. Economy of Preparation: Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

5.2. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

5.3. Proposal Format: Vendors should provide responses in the format listed below:

5.3.1. Two-Part Submission: Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

5.3.2. Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

5.3.3. Table of Contents: Clearly identify the material by section and page number.

5.3.4. Response Reference: Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

5.3.5. Proposal Requirements: All proposals must address each of the following components in full. Proposals that omit required elements may be disqualified without further review.

Implementation Proposal (required elements):

- Description of methodology and CMS platform recommended, with rationale
- Approach to NIST aligned or equivalent security practices for the hosting environment
- Project timeline with milestones and risk mitigation strategy
- Staffing model identifying personnel, roles, and relevant experience
- Sample deliverables from comparable prior engagements (may be redacted)

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- References from at least three (3) comparable higher education or institutional website engagements
- Description of subcontractor relationships, if any

Pricing: Implementation (separate line items required for each of the following):

- Discovery & Stakeholder Engagement
- Information Architecture & Wireframes
- Core 30 custom page design and development
- Core 15 template library design and development
- Content migration (scripted)
- Content migration (manual remediation, if applicable)
- QA, testing, and launch support
- Microsite implementation

Pricing: Ongoing Annual Managed Services (separate line items required for each of the following):

- Hosting & infrastructure management (annual)
- Routine content updates: proposed monthly retainer with defined hour allocation
- Design changes and new page builds: proposed monthly retainer and/or hourly rate
- Security patching & CMS updates (annual)
- Proposed rate escalation schedule for renewal years

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SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Technical Approach (30) Points Possible
- Accessibility & Compliance Approach (15) Points Possible

Qualifications and experience (§ 4.3)

- Higher Education and Experience (20) Points Possible
- Project Team & Methodology (15) Points Possible

Total Technical Score: 80 Points Possible

Total Cost Score: 20 Points Possible

Total Proposal Score: 100 Points Possible

6.3. Proposal Disqualification:

- 6.3.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

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- 6.3.2. **Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

EXHIBIT A
RFP# WVSOM-26-570
WEBSITE SERVICES SOLICITATION
BID CERTIFICATION/SIGNATURE/ADDENDUM ACKNOWLEDGEMENT

1. DESIGNATED CONTACT: Vendor appoints the individual identified as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(Printed Name and Title) (Address)

(Phone Number)

(email address)

2. CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through e-mail, I certify that: I have reviewed this RFP/RFB in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the Commission/Institution that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the RFP/RFB for that product or service, unless otherwise stated herein; that the vendor accepts the terms and conditions contained in the RFP/RFB, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand the Commission/Institution is requiring the vendor to follow the provisions of WV State Code 5A-3-62 which automatically voids certain contract clauses that violate State law.

(Company)

(Authorized Signature) (Representative Name, Title) (Printed

Name and Title of Authorized Representative) (Date)

(Phone Number)

EXHIBIT B

ADDENDUM ACKNOWLEDGEMENT FORM

REQUEST FOR PROPOSALS/REQUEST FOR BIDS NO.: WVSOM-26-570

Instructions: Please acknowledge receipt of all addenda issued with this RFP/RFB by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between vendor's representatives and any Commission/Institution personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: _____

Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

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

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

WV-96
1/1/2019

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
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-1, 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 ~~striktthrough~~ 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 alterations.

State: _____

Vendor: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A: COST SHEET

WVSOM WEBSITE RFP #WVSOM-26-570

Vendor Information

- Vendor Name
- Address
- Contact Name
- Phone
- Email

Section 1: Implementation Costs (One-Time)

Line Item	Description	Cost (\$)
1.1	Discovery & Stakeholder Engagement	
1.2	Information Architecture & Wireframes	
1.3	Core 30 Custom Page Design & Development	
1.4	Core 15 Template Library Design & Development	
1.5	Content Migration – Scripted	
1.6	Content Migration – Manual Remediation	
1.7	QA, Testing, and Launch Support	
1.8	Microsite Implementation	

Total Implementation Cost: \$_____

Section 2: Ongoing Annual Managed Services

Line Item	Description	Year 1 (\$)	Year 2 (\$)	Year 3 (\$)
2.1	Hosting & Infrastructure Management			
2.2	Security Patching & CMS Updates			

Total Annual Managed Services Cost (Year 1): \$_____

Section 3: Monthly Retainer Services

Line Item	Description	Monthly Cost (\$)	Hours Included	Overage Rate (\$/hr)
3.1	Routine Content Updates			
3.2	Design Changes & New Page Builds			

Section 4: Hourly Rates

Project Manager

UX/UI Designer

Developer

Content Specialist

SEO Specialist

Other

Section 5: Optional / Additional Costs

Item	Description	Cost (\$)
CMS Licensing Fees		
Search Platform Licensing		
Third-Party Integrations		
Accessibility Audit		
Other		