



CAPS Website Redesign

Solicitation Number: 1105-054

NO LATE BIDS WILL BE ACCEPTED

Documents are due prior to May 26, 2011 9:30:00 AM PDT

Submit documents electronically to www.bidsync.com

University of Southern California, Business Services, Purchasing Services, 3500 S. Figueroa Street, UGB 210,
Los Angeles, CA 90089-8015
Tel: (213) 740-9794; Fax: (213) 740-9797 www.usc.edu/purchasing

Bid 1105-054 CAPS Website Redesign

Bid Number **1105-054**
Bid Title **CAPS Website Redesign**

Bid Start Date **May 19, 2011 11:15:49 AM PDT**
Bid End Date **May 26, 2011 9:30:00 AM PDT**
Question & Answer End Date **May 23, 2011 9:00:00 AM PDT**

Bid Contact **Suellen Martensson**
213-740-9786
smartens@usc.edu

Contract Duration **One Time Purchase**
Contract Renewal **Not Applicable**
Prices Good for **150 days**

Standard Disclaimer **If you have questions or concerns in registering as a supplier on the BidSync site or processing your proposal, call BidSync Customer Service at 800-990-9339.**

USC shall have no obligation to any company or firm or the successful bidder unless or until USC and the successful bidder fully execute a final and definitive contract negotiated between the parties. Neither the mere selection and notification by USC that a bidder has been selected as the successful bidder for the purposes of negotiating a contract nor the process of negotiating a contract shall create any obligation on USC. No oral representations, agreements, or modifications shall be binding on USC. All modifications hereof must be in writing and executed by an authorized officer of USC.

Please be sure you have set up your company's qualifications for the University of Southern California before submitting your offer. USC as well as many major companies include supplier diversity as a core business strategy. Certification is one of the tools used to validate and seek qualified minority, women and veteran business concerns. To set up your qualifications, find the "Steps for Placing a Bid" section located at the top of the page. Find the phrase "This agency has modified or added qualifications. Click to fill out qualifications for this agency is listed and select the "Click Here" link. On the next page that appears, select the applicable box(es) next to the listed qualifications and hit the save button.

Bid Comments

Good Morning,

The USC Career and Protective Services (CAPS) department is looking to redeseing their website.

Please download the attached PDF file to view the document that outlines their requirements.

All questions MUST be directed through BidSync or possible elimination may apply.

Please be sure you have the technology required per the specifications.

Only those companies that meet the specific requirements will be asked to make presentations the date to be determined.

Thank you,

Suellen J. Martensson

**Added on May 19, 2011:
HERE IS THE ATTACHMENT - SORRY!**

Changes made on May 19, 2011 1:14:20 PM PDT

New Documents **CAPS Request.docx**

Item Response Form

Item **1105-054--01-01 - CAPS Website Redesign**

Quantity **1 lot**

Unit Price

Delivery Location **University of Southern California**
No Location Specified

Qty 1

Description

CAPS Redesign Website project



Purchasing Services
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
 PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTER**

This certification needs to be complete by all USC Suppliers who are fulfilling a single procurement in excess of \$30K. Please complete, sign and submit form.

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. ☐ Are ☐ Are Not
 presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. ☐ Have ☐ Have Not
 within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. ☐ Are ☐ Are Not
 presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision i (A) and (B) of this provision; and
 - iv. ☐ Have ☐ Have Not
 within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principles", for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar position). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, title 18, United States Code;
3. The Offeror shall provide immediate written notice to Purchasing Services if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by USC Purchasing Services may render the Offeror non-responsive;

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, USC Purchasing Services may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Name (typed)

Signature

Title

Date

Name of Company

Project Name

University of Southern California, Business Services, Purchasing Services, UGB 210, Los Angeles, California
90089-8015

Tel: (213) 740-9794 Fax: (213) 740-9797 <http://usc.edu/purchasing>

Form ps-crdspd (Rev. 07-2008)



TERMS AND CONDITIONS OF THIS RFP PROCESS

1. 0. Introduction

The University of Southern California (USC) is one of the world's leading private research universities. Located in the heart of Los Angeles, USC's two campuses are home to the College of Letters, Arts and Sciences and 17 professional schools, as well as one of the largest teaching hospitals in the country. Founded in 1880, Southern California's oldest private university can attribute much of its success to excellence in teaching and research, a deep and abiding commitment to public service, and a loyal educational community, the Trojan Family. Additional information is available on the website: www.usc.edu.

1. 1. Appraisal Qualifications

The University may award a contract to the firm that, in its opinion, is most capable of providing the service described in this RFP. To be considered for this project, a supplier must demonstrate knowledge or experience in similar projects.

Additionally, the firm must have:

Adequate financial resources.

References that can attest to the quality of the firms' past work and its record in providing services similar to those outlined in this RFP.

Trained and knowledgeable staff.

Competent management support.

Ability to work in a politically charged environment.

The University reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a supplier, or to require other evidence of managerial, financial or technical capabilities that are considered necessary for the successful performance of the contract,

1. 2. Qualifications of the Firm

Each firm must provide detailed information on the following:

The length of time your firm has been in business

The length of time your firm has been providing services as outlined in this RFP.

Three (3) customer references that the firm has performed similar services for.

Certified financial statements for the last year if possible.

1. 3. Proposal Evaluation Process

The University's evaluation and selection processes require that the appropriate specifications and terms of the RFP be included in the Proposal.

The University may:

Ø Reject any or all proposals.

- Ø Issue subsequent request for proposals.
- Ø Cancel the request for proposal.
- Ø Remedy technical errors in the request for proposal process.
- Ø Approve or disapprove the use of a particular subcontractor.
- Ø Modify any requirements contained within the RFP and request revised submittal from the Supplier determined to be within the competitive range.
- Ø Negotiate with any, all or none of the Suppliers.
- Ø Establish a short list of Suppliers eligible for interview after review of written proposals.
- Ø Select best and final offers from all, some, or none of the Proposals.
- Ø Accept the written proposal as an offer, without negotiation, and issue a notice to proceed.
- Ø Establish a value-added point system.
- Ø Run credit checks, D&B reports, Better Business Bureau background checks.

USC shall have no obligation to any company or firm or the successful bidder unless or until USC and the successful bidder fully execute a final and definitive contract negotiated between the parties. Neither the mere selection and notification by USC that a bidder has been selected as the successful bidder for purposes of negotiating a contract nor the process of negotiating a contract shall create any obligations on USC. No oral representations, agreements or modifications shall be binding on USC. All modifications hereof must be in writing and executed by an authorized officer of USC.

Cost is not the only consideration; USC will take responsiveness and management approach into account. No information relating to the results of the RFP process will be released until after the decision of the award has been made.

1. 4. Insurance and Indemnification

The selected firm will be required to provide the following insurance coverage at its own expense. This insurance is to remain in effect until completion of all work specified to be performed under this contract.

Worker's Compensation - If the selected consultant is self-insured for Workers Compensation, evidence of same must be as a certified copy of the Certificate of Consent to Self-Insure, issued by the State of California, 1.7.2 Department of Industrial Relations.

Comprehensive General Liability and Automotive Liability Insurance - USC requires coverage for Bodily Injury and Property Damage with the combined single limits of \$1,000,000 each occurrence, in a form acceptable to the University.

The Comprehensive General Liability and Automotive Liability Certificates shall name the University of Southern California as an additional insured. The policies will not be canceled or materially changed without 30 days written notice to the University.

The selected consultant shall indemnify and hold harmless the University, the employees and the agents of each, from any and all property damage or loss claims, liability, damages, expenses (including attorneys' fees and expenses) and any other amounts arising out of the performance of any contract with the selected firm.

Limitation of Liability Rider

To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages. Consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

1. 5. Non-discrimination - University Policy

Non-discrimination - In connection with the execution of this proposal, Supplier shall not unlawfully discriminate against any employee or applicant for employment because of race, age, religion, color, sexual orientation, national origin, ancestry,

physical handicap, medical condition, or marital status. The Supplier shall take affirmative action to ensure that applicants for employment and employees are free of such discrimination.

Non-discrimination Efforts - Each respondent must include a statement of Non-discrimination policy as adopted by the Suppliers' governing board, indicating the date of such adoption. Additionally, each respondent must include in the proposal a "Certificate of Non-discrimination".

1. 6. Statement of Confidentiality

The content of this document is confidential, and it must not be shared with anyone who is not directly related to the process without written permission from the University of Southern California. The information provided in response will also be held in confidence, and will not be shared with other vendors, or anyone who is not directly involved in the process without written permission.

1. 7. Governing Law/Forum

This Request for Proposal shall be governed by and construed and enforced in accordance with the laws of the State of California. All disputes arising out of this Request for Proposal/Contract shall be resolved through binding arbitration in Los Angeles, California.

1. 8. Termination and Delays

USC may by written notice stating the extent and effective date terminate a contract with the selected firm for convenience at any time. Upon such termination USC shall pay the firm full compensation for work performed, until such termination at the labor rates specified in the contract or a prorated contract price for the delivered, and accepted portion; and 2) any reasonable non-labor expenses authorized in the contract incurred up until the termination date, provided that compensation shall in no event exceed the total contract price.

USC may at any time by written notice terminate a contract because of the selected firm's default, if the firm refuses to or fails to comply with the provisions of the contract, or fails to make deliveries within the specified time or written extension thereof. If after notice of termination for default USC determines that failure to perform on its contract is due to causes beyond the control and without the fault or negligence of the firm, or if such delay is due to failures by USC, not caused or contributed to by the firm, USC may extend the time for completion of the contract, or termination shall be deemed for the convenience of USC. The rights and remedies of USC provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or USC's contract with selected firm.

1. 9. Patents and Copyrights

Whenever any invention or discovery is made, or conceived by the selected firm in the course of or in connection with this project, the selected firm shall furnish the University with complete information with respect thereto and the University shall have the sole power to determine (such as all title vesting with the university) whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The selected firm will, at University expense execute all documents and do all things necessary or proper with respect to such patent application.

Any works that may be copyrighted and are produced or created by the selected firm during this project shall be considered "works-made-for-hire" to the extent provided under law, and all rights, title, and interest, including copyright, shall vest in the University. To the extent that any such works may not be considered "works-made-for-hire" under law, the selected firm will assign all rights, title, and interest, including copyright to the University.

2. 0. Contract Compliance

By participating in this Request for Proposal, the firm submitting the proposal agrees to honor all contract awards made by the University of Southern California to all Suppliers, including the commodities and services outlined in each award. Selling commodities and services that have been awarded to another Supplier may result in cancellation of awards made to your firm and exclusion from subsequent bid processes.

2.1. Property Damage

The selected firm agrees to be responsible for any damage done to University property. The University will repair any damage caused by the selected firm and will bill back the selected firm for all repairs.

2.2. Law and Regulations

The selected firm shall comply with all applicable laws, rules and regulations of the City of Los Angeles and the State of California including those related to street use and parking in and about the University.



**Division of Financial and Business Services
Purchasing Services**

Purchase Order Terms and Conditions

1. GENERAL PROVISIONS INCORPORATED INTO ALL PURCHASE ORDERS

1.1. ACCEPTANCE.

By fulfilling a University of Southern California (USC) Purchase Order (Order), Seller agrees to furnish the items or services covered by this Order and to be bound by and to comply with these Order Terms and Conditions, including all particulars. Sellers should not fulfill Orders from the university without either a Purchase Order Number or without a USC corporate card number (MasterCard).

Written acceptance (including, but not limited to, signature on this Order or any related proposal, addendum, or agreement) or shipment of all or any portion of the items or the performance of all or any portion of the items or services covered by this Order shall constitute unqualified acceptance of the Order Terms and Conditions.

No other terms or conditions shall be binding upon the parties, unless such terms and conditions have expressly been agreed to in a separate written agreement or addendum that has been signed by both parties.

These Order Terms and Conditions shall prevail should any contradiction arise between any terms and conditions provided by the Seller. The terms and conditions of any proposal referred to in this Order are included and made part of the Order only to the extent of specifying the nature of the items or services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with these Order Terms and Conditions.

1.2. PAYMENTS AND INVOICES.

Upon receipt of an invoice that references a USC Purchase Order Number, payment by USC to the Seller will be in the form of a University of Southern California check, electronic funds transfer, foreign draft, wire transfer or corporate card number (MasterCard), depending on which form of payment has been requested by the Seller. If a corporate card number is being used as payment, Seller agrees that no service charges will be applied to the Order.

Seller shall be responsible for invoicing USC for services rendered or goods received. Invoices without a Purchase Order Number will not be accepted.

Payment shall be made by USC within thirty (30) days after USC's receipt of each invoice which certifies the occurrence of each event and USC's acceptance of the goods received and/or services rendered.

USC Accounts Payable will only pay Orders from an itemized invoice. An invoice is a supplier-generated document that should include all of the following.

- | | |
|------------------------|-----------------------------|
| Bill to USC | Supplier Name |
| Ship To USC | Date of Invoice |
| Purchase Order Number | Mailing Address of Supplier |
| Itemized Order Details | |

USC is not responsible for paying invoices that are dated more than 60 days after services were rendered or goods were received. Sellers are responsible for issuing invoices to USC in a timely manner to ensure payment.

To ensure prompt payment, non-construction related invoices should be mailed by the Seller directly to USC Accounts Payable.

University Park Campus
Attention: USC Accounts Payable
P.O. Box 77967 Los Angeles, CA 90007

To ensure prompt payment, all facilities-related invoices (Purchase Order Numbers that begin with the letter "F") should be mailed by the Seller directly to USC Facilities Purchasing.

University Park Campus
Attention: USC Facilities Payment Processing
3470 McClintock Ave. Los Angeles, CA 90089-0631

1.3. SALES TAX

USC is NOT sales tax exempt. Sellers are required to charge the university sales tax on taxable items, and must identify sales tax on all invoices. Most items are delivered to Los Angeles and are subject to an 9.75% city sales tax. However, USC operates locations throughout California and in other States. Sellers should reference the delivery address and apply the sales tax amount for the applicable city.

1.4. SHIPPING INSTRUCTIONS.

Shipments, if applicable, must be made as specified on the face of the Order unless subsequently modified in writing by USC.

Seller shall load and secure the shipment, if applicable, of the materials to comply with all trade rules and regulations and to ensure sufficient protection to prevent damage to such materials.

1.5. DELIVERY.

All goods and/or services are to be provided in a timely manner, and to the reasonable satisfaction of USC. In the event of a delay in delivery, such delay must be communicated to USC, who shall have the option of canceling all or part of the subject Order without liability.

1.6. RISK OF LOSS.

Seller assumes the risk of, and shall be responsible for, any loss or damage to the materials, and all portions thereof, until the materials have been accepted by USC.

1.7. WARRANTIES.

In addition to any express warranties Seller may make, Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance with any drawings of specifications incorporated or referenced herein and with any samples furnished by the Seller. All warranties shall run to USC, its successors, transferee or subcontractor.

1.8. WARRANTY AGAINST ACCESS TO DATA, SYSTEMS, OR USE OF HARMFUL CODE

Seller represents and warrants that the products and services provided to USC shall not run any process, audit, or the like, that collects, retrieves, extracts or otherwise provides access to USC's data, system information, or the like, by Seller, without USC's prior written consent.

Seller further represents and warrants that the products and services provided to USC shall contain no computer instructions, circuitry or other technological means whose purpose or effect is to disrupt, damage, extract information from or interfere with USC's computers, communications facilities or equipment and their use ("Harmful Code"), and Seller will prevent the introduction of such Harmful Code to its products and services prior to delivery to USC.

"Harmful Code" shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates.

1.9. DISCOUNT DATE.

The date for calculation of any applicable fast-pay discount offered by the Seller and provided for on the face of this Order is (i) the date material is received, (ii) the date material is scheduled to be received under the Order, or (iii) the date an acceptable invoice is received, whichever is later. Where such date falls within the first 15 days of any month, discount will be taken when payment is made by the 25th of said month. Where such date falls after, discount will be taken when payment is made by the 10th of the following month.

1.10. INSPECTION.

All work performed and all deliverable items are subject to inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such gross mistakes as amount to fraud, and the Seller's warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by USC and/or government inspectors upon the premises of the Seller.

1.11. ASSIGNMENT.

This Order is assignable by USC. This Order is not assignable by Seller without prior written approval from USC. In case such consent is given, it shall not relieve Seller from any of the obligations of this Order and any transferee or subcontractor shall be considered the agent of Seller and, as between the parties hereto, Seller shall be and remain liable as if no such transfer or subletting had been made.

1.12. CHANGES.

USC may make changes within the general scope of this Order by giving written notice to Seller. If such changes affect the cost of or the period of performance of this Order, an equitable adjustment shall be made with Seller's written claim for adjustment within thirty (30) days of the receipt of notification of such change. No change by Seller shall be recognized without written approval of USC.

1.13. LABOR DISPUTES.

Seller shall give prompt notice to USC of any actual or potential labor dispute which delays or may delay timely performance of this Order.

1.14. TERMINATION AND DELAYS.

USC may by written notice stating the extent and effective date terminate this Order for convenience at any time and without penalty to USC. USC shall pay Seller as full compensation for performance until the termination for convenience: (i) the unit or pro rata Order price for the delivered and accepted portion; and (ii) a reasonable amount, not otherwise recoverable from other sources by Seller with respect to the undelivered or unaccepted portion of this Order, provided compensation hereunder shall in no event exceed the total Order price.

USC may by written notice terminate this Order for Seller's default, at any time and without penalty to USC, if Seller refuses or fails to comply with the provisions of this Order, or fails to make deliveries within the time specified or any written extension thereof. If after notice of termination for default, USC determines that failure to perform this Order is due to causes beyond the control and without the fault or negligence of the Seller, or if such delay is due to failure of USC, not caused or contributed to by Seller, USC may extend the time for completion of this Order, or termination shall be deemed for the convenience of USC.

The rights and remedies of USC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

1.15. LIABILITY FOR USC FURNISHED PROPERTY.

Seller assumes complete liability for any tooling, articles or material furnished by USC to Seller in connection with this Order and Seller agrees to pay for all such tooling, articles or material spoiled by it or not otherwise accounted for to USC's satisfaction. The furnishing to Seller of any tooling, articles, or material in connection with this Order shall not unless otherwise expressly provided, be construed to vest title thereto to Seller.

1.16. AFFIRMATIVE ACTION.

During the performance of this Order, the Seller agrees to adhere to the principals set forth in Executive Orders 11246 and 11375. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Seller will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

1.17. INDEMNIFICATION FOR INFRINGEMENT OF PROPRIETARY RIGHTS.

If any action or proceeding brought against USC is based on a claim of patent, copyright, trademark, trade secret or other proprietary right infringement arising out of USC's purchase or use of the materials and, if USC promptly notifies Seller in writing of any such action or proceeding, Seller shall, at its own expense, do the following to assure continuation of USC's use of the material:

A. Defend such action or proceeding and indemnify and hold harmless USC, its officers, agents, employees, and assigns, from and against any and all liability, and pay all damages and costs, losses, claims, demands, attorney's fees and expenses arising out of such action or proceeding.

B. Procure for USC the right to continue to use the materials, or any part thereof, affected by such action or proceeding; or replace or modify, as approved by USC, the materials, or any portion thereof, such that the infringement is removed. The warranty provisions set forth in this Order shall apply to such replaced or modified materials.

1.18. INDEMNIFICATION.

Seller agrees to forever indemnify, defend and save harmless USC from and against, and to waive any and all claims against USC for any and all claims, suits and demands of liability, loss or damage whatsoever, including attorneys' fees, whether direct or consequential, on account of any loss, injury, death or damage to any person or persons or property (including without limitation all agents and employees of Seller and USC and all property owned by, leased to or used by either Seller or USC or both) or on account of any loss or damages to business or reputations or privacy of any persons, arising in whole or in part in any way from Seller's performance hereunder or in any way connected therewith or in any way related thereto. There are excluded from the above indemnity and waiver provisions any such claims, suits and demands of liability, loss or damage resulting solely from USC's gross recklessness, active negligence or willful intent to injure. 'USC' shall be deemed to include University of Southern California and its Trustees, Directors, officers, employees, faculty, students, agents, affiliated organizations and their insurance carriers, if any.

1.19. INSURANCE.

Unless more specific insurance provisions are stipulated in an agreement, such as, but not limited to, agreements for construction, maintenance, facilities, transportation, and architects, a seller performing work at or for the university will be required to maintain the charted insurance coverage at the seller's own expense. It is the seller's responsibility to ensure that the required insurances remain in effect for the entire duration of the awarded contract or order. If requested by the university, it will be the seller's full responsibility to provide the university with evidence of the required insurances.

Insurance Type	Corresponding Insurance Details
Workers' Compensation	Workers' compensation insurance with statutory limits if required to do so by California State law. If the Seller is self-insured for Workers' Compensation, the Seller will maintain a certified copy of the "Certificate of Consent to Self-Insure" issued by the State of California, 1.7.2 Department of Industrial Relations.
Comprehensive General Liability	Comprehensive General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than \$1,000,000 per occurrence.

Automobile Liability Insurance	Automobile Liability coverage of \$1,000,000 each occurrence, if the seller drives on campus property using a company car.
Additional Insured	Comprehensive General Liability and Automobile Liability Certificates must name the University of Southern California as an additional insured. Such insurance shall waive any right of subrogation against USC and shall specifically cover Seller's obligations to defend, indemnify and hold USC harmless as provided herein.

1.20. WAIVER.

The failure of USC to enforce at any time any of the provisions of these Order Terms and Conditions, or to exercise any option herein provided, or to require at any time performance by the Seller of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Order or any part thereof, or the right of USC thereafter to enforce each and every such provision.

1.21. COMPLIANCE WITH ALL LAWS AND REGULATIONS; PERMITS.

A. The goods and/or services provided pursuant to this Order shall comply with all applicable safety and federal and state regulations in effect at the time of delivery. In addition, the goods / and/or services provided pursuant to this Order shall have been performed in compliance with the Fair Labor Standards Act, as amended, and regulations and Orders of the U.S. Department of Labor issued there under. By accepting this Order, Seller agrees that it complies with the Act.

B. In performing any services at USC's facility, Seller shall comply with all applicable laws, ordinances, rules and regulations including federal, state and municipal authorities and departments, including but not limited to the Occupational Safety and Health Act ("OSHA") and any laws, ordinances, rules and regulations concerning the provision or serving of food and beverages, including alcohol (if applicable), and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. Seller shall furnish to USC copies of said licenses and permits prior to the commencement of the services.

C. During its provision of services, Seller shall comply with all of USC's safety procedures. Seller shall at all times keep USC's premises free from accumulations of waste material or rubbish. Upon completion of the services, Seller shall leave the site in a condition satisfactory to USC.

D. Seller shall be responsible for all damages to persons or property that occur during its performance of this Order or arising out of its acts or omissions. Seller shall take proper safety precautions to protect the work, employees of the Seller and USC, the public and the property of others.

1.22. INDEPENDENT SELLERS.

In all matters relating to this Order, the Parties herein shall be acting as independent Sellers. Neither the Seller, nor any of the persons furnishing materials or performing work or services which are required by this Order, are employees of USC within the meaning of or the application of any Federal or State Unemployment Insurance Laws, or Social Security Laws or any Worker's Compensation, Industrial Accident Laws, or other Industrial or Labor Laws.

1.23. PATENT INDEMNITY.

Seller shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods constitute infringement of any copyright, trademark or patent, the Seller shall indemnify USC and hold USC harmless from any cost, expenses, including legal defense, damage or loss incurred in any manner by USC on account of any such alleged infringement.

1.24. HIPPA

To be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA), Seller agrees to submit to the University a signed Privacy and Security Agreement if the Seller uses or discloses individually identifiable health information. The Privacy and Security Agreement can be downloaded with submittal instructions from: www.usc.edu/purchasing/forms.

1.25. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

CONFIDENTIAL INFORMATION: While fulfilling this Order, Seller may have access to USC's internal records, systems and methods of operating its business, trade secrets, customer lists, price lists, contract information and other confidential or proprietary information. Seller agrees that all such information is the exclusive property of USC, irrespective of whether such information was created or prepared by the Seller or others. Seller further agrees that Seller will not, at any time, in any manner, directly or indirectly, disclose such information to any person or entity, or use such information other than in furtherance of the purposes of USC. Upon termination of this Order, Seller will deliver to USC all property of USC, including any written memorial of, or documents relating to, the information described above, in whatever manner maintained or stored. The Parties agree that this Paragraph shall survive the termination of this Order.

INTELLECTUAL PROPERTY: Seller expressly acknowledges and agrees that all discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not, made or developed by Seller alone or in conjunction with any other person or entity while acting under this Order ("Intellectual Property"), shall be the sole and exclusive property of USC and USC may use and reuse Intellectual Property, in whole or in part, in all media, whether now or later existing, throughout the universe, in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property. If the Intellectual Property or the results and proceeds thereof constitute "works of authorship" within the scope of the U.S. Copyright Law, the foregoing shall be deemed "works for hire" and USC shall be considered the sole author and owner of all rights comprised in the copyright and/or patent thereof and shall have the exclusive right to seek patent and/or copyright protection in USC's name. In the event that any Intellectual Property does not constitute "works for hire," Seller hereby assigns all rights thereto exclusively to USC for any and all purposes of USC. At all times during its Term and after the termination of the Agreement, Seller shall assist USC in obtaining and maintaining, for USC's benefit, copyrights and other relevant legal protections in such materials and Seller shall execute and cause its sub-sellers to execute such further instruments as USC may reasonably require as evidence of ownership of such rights. Seller agrees that he/she will not use or disclose any Intellectual Property owned by USC without the express written permission of USC.

1.26. CALIFORNIA NONRESIDENT TAX WITHHOLDING.

Payments made to Sellers providing a service that do not have a permanent place of business in the state of California or that are not qualified through the Office of the Secretary of the State to do business in California are subject to **seven percent (7%) state income tax withholding** (California Revenue and Taxation Code Section 18662).

Types of income subject to withholding include, but are not limited to, payments for services performed in California and payments of leases, rents and royalties for property (real or personal) located in California.

No withholding is required on payments for goods. California non-residents that are exempt must complete California Withholding Exemption Certificate, Form 590 (www.usc.edu/disbursement) in Order to exempt California non-residents from this seven percent income tax withholding. This Certificate needs to be submitted with the first invoice to USC.

The California Franchise Tax Board may reduce the withholding if the seven percent will result in substantial over-withholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information or to request a waiver or reduced withholding rate, contact:

Non Resident Withholding Section MS F F-265California Franchise Tax Board	
P.O. Box 651	Telephone: (916) 845-4900
Sacramento, CA 95812-0651	Fax: (916) 845-4831

1.27. OTHER APPLICABLE LAWS.

Any provision required to be included in a contract or subcontract of this type by any applicable and valid federal, state or local statute, act, Executive Order, law, ordinance, rule or regulation shall be deemed to be incorporated herein, including Occupational Health and Safety Act and Equal Employment Opportunity (41 CFR Part 60).

1.28. GOVERNING LAW AND DISPUTE RESOLUTION.

The laws of the State of California shall govern this Order, in all of its aspects, including execution, performance, interpretation and enforcement.

All disputes arising under or in connection with this Order shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") or successor organization for binding arbitration in Los Angeles County by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure 1280 et seq. The Parties shall have the discovery rights provided in Code of Civil Procedure 1283.05 and 1283.1. The arbitration hearing will be commenced within 180 days of the filing of this application with JAMS by any Party hereto, and a decision shall be rendered by the arbitrator within (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law and this Order. The arbitrator shall award costs of the proceeding, including reasonable attorney's fees, to the Party determined to have substantially prevailed.

1.29. FORCE MAJEURE.

Neither the Seller nor the University shall be liable for any failure to perform its obligations under this Order if prevented from doing so by a cause or causes beyond either party's control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, war or war operations, restraints of governments of other cause or causes which would not with reasonable diligence be controlled or prevented by the party.

1.30. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL USC BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

2. PROVISIONS INCORPORATED INTO ALL GRANT AND COOPERATIVE PURCHASE ORDERS

2.1. ACCEPTANCE.

If this Order is a purchase under a U.S. Government Grant and Cooperative Agreement, the applicable clauses listed below are incorporated into and form a part of these Order Terms and Conditions. In the event of any conflict between this Section 2 and any other provisions of this Order, this Section 2 will prevail.

2.2. DEBARMENT AND SUSPENSION.

Seller shall fully comply with the requirements stipulated in subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered transactions," includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the Order, or pursuance of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at <http://epls.aranet.gov>

2.3. AUDIT.

All negotiated contracts (except those for less than the small purchase threshold) awarded to Sellers shall include a provision to the effect that USC, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Seller which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transactions.

2.4. PROVISIONS.

The following Provisions articulated in the Federal Government's OMB Circular A-110 apply to Grant and Cooperative Orders. By accepting this Order, Seller agrees to comply with these provisions.

1. Equal Employment Opportunity	2. Copeland "anti-Kickback" Act
2. David-Bacon Act, as Amended	4. Contract Work Hours and Safety Standards Act
3. Rights to Inventions Made under a Contract or Agreement	6. Clean Air Act and the Federal Water Pollution Control Act, as Amended
7. Byrd Anti-Lobbying Amendment	8. Debarment and Suspension

3. PROVISIONS INCORPORATED INTO ALL GOVERNMENT SUBCONTRACT PURCHASE ORDERS

3.1. ACCEPTANCE.

If this Order is a purchase or subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into and form a part of these Order Terms and Conditions. In the event of any conflict between this Section 3 and any other provisions of this Order, this Section 3 will prevail.

The term 'FAR' means the Federal Acquisition Regulations, including revisions in effect on the date of this Order. The terms 'Contractor', 'Government', and 'Contracting Officer' as used in the clauses incorporated by this reference, shall be deemed to refer to the 'Seller', 'Buyer', and 'University of Southern California' (USC), respectively. Any reference to a 'Disputes' clause in any of the clauses listed below shall be deemed to refer to the 'Disputes' clause contained in the Prime Award. In no event shall any such reference to a 'Disputes' clause be construed to allow the Seller, without the concurrence or approval of USC, to prosecute an appeal either directly or in the name of USC, to the Contracting Officer for such Prime Award.

3.2. PROVISIONS.

The Provisions articulated in the Federal Acquisition Regulations apply to Government Subcontract Orders. By accepting this Order, Seller agrees to comply with these provisions.

Following Clauses apply regardless of dollar amount of this Order:

Prohibition of Segregated Facilities FAR 222-21	Preference for U.S. – Flag Air Carriers FAR 52.247-63
Restrictions on Certain Foreign Purchases FAR 52.227-13	

Additional Clauses if Order exceeds \$10,000:

Equal Employment Opportunity FAR 52.222-26	Affirmative Action for Workers with Disabilities FAR 52.222-36
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Additional Clauses if Order exceeds \$25,000:

Employment Reports of Disabled Veterans and Veterans of the Vietnam Era FAR 52.222-37	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era FAR 52.222-35
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Additional Clauses if Order exceeds \$30,000:

Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or
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Proposed for Debarment FAR 52.209-6

Additional Clauses if Order Exceeds \$100,000:

Restrictions on Subcontractor Sales to the Government FAR 52.203-6	Anti-Kickback Procedures (less paragraph (c) (1)) FAR 52.203-07
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions FAR 52.203-11	Limitation on Payments to Influence Certain Federal Transactions FAR 52.203-12
Utilization of Small Business Concerns and Small Disadvantaged Business Concerns FAR 52.219-8	Authorization and Consent FAR 52.227-1
Notice and Assistance Regarding Patent & Copyright Infringement FAR 52.227-2	Subcontractor Cost or Pricing Data FAR 52.215-12

Additional Clauses if Order Exceeds \$550,000:

Small Business Subcontracting Plan (does not apply to small businesses) FAR 52.219-9	
Modifications FAR 52.215-13	Audit & Records Negotiation FAR 52.215-02

CAPS Request

Career and Protective Services (CAPS) is an administrative branch of the university that delivers support services related to ensuring a safe and healthy environment, optimizing employee resources, and protecting USC's assets. Our departments include

1. Disability Benefits
2. Employee Recruitment
3. Environmental Health & Safety
4. Fire Safety & Emergency Planning
5. Risk Management & Insurance
6. Public Safety
7. Professional Development
8. Workers Compensation

CAPS is looking for a company to redesign their current site <http://capsnet.usc.edu>. We are looking for a professional looking site that does not have the typical University look and feel, something that is modern/edgy but still corporate safe. Final Designs must conform to all university web standards.

Technology

Site will need to be a DRUPAL site running on a department server. Server configurations is as follows

- Windows Server 2008
- MySQL
- Apache
- PHP
- Drupal 6 running in a multisite environment

Summary of wants

Design should include

- CAPS page that displays all of our departments
- A few home page templates that will give the ability to customize the layout of their pages, but still keep a consistent look and feel to the rest of the site.
- Also templates for secondary pages that branch off of each departments main page. Example: A page that might have a video would have a layout that would emphasis the video.
- Part of the redesign will also require that all main department pages and pages one level below be re-written by a web writer, so that content has similar style.

- Once a vendor is selected we will meet with departments to clarify and finalize individual department's needs.

Deliverables

- Drupal theme to implement
- List of modules needed to run site (CAPS IT will need to approve list of modules)
- Any supporting files including but not limited to photoshop,JavaScript and CSS files
- Database and any supporting files required to run drupal site.

Proposal Deliverables

- Sample of sites company have made that have the look and feel we are looking for
- Time required to complete project
- How soon company can start
- Cost estimate
- Presentation on above points

Question and Answers for Bid #1105-054 - CAPS Website Redesign

OVERALL BID QUESTIONS

Question 1

We can't see a Statement of Work in the posted documents. Are we missing something? **(Submitted: May 19, 2011 12:27:01 PM PDT)**

Answer

- I've resent the specifications **(Answered: May 20, 2011 2:32:23 PM PDT)**

Question 2

We do not see any documents outlining the specific project or services requested by the client. Will that be forthcoming? **(Submitted: May 19, 2011 12:38:55 PM PDT)**

Answer

- The documents have been resubmitted **(Answered: May 20, 2011 2:32:23 PM PDT)**

Question 3

Will the redesigned website have the same web pages and number of web pages as the current website? **(Submitted: May 19, 2011 3:39:19 PM PDT)**

Answer

- I am hoping that each department will clean up the pages that are no longer needed. For now could we just go with the same number of pages, but have the vendor tell us how that affects the price. **(Answered: May 20, 2011 2:32:23 PM PDT)**

Question 4

In the CAPS Request, under Summary of wants, you ask for "a few home page templates." Can you provide a specific number so that we may estimate accurately? **(Submitted: May 19, 2011 3:40:54 PM PDT)**

Answer

- 3 home page templates. This will give our departments an option of what there individual home page will look like. DPS might use one and Workers Compensation Might use another, but the overall look must be consistent so that it looks like they all belong to the same group. **(Answered: May 20, 2011 2:32:23 PM PDT)**

Question 5

In the CAPS Request document, under Deliverables, it ask to provide "A list of modules needed to run the site." Can you please explain what you mean by modules? **(Submitted: May 19, 2011 3:41:38 PM PDT)**

Answer

- The Site needs to be designed for DRUPAL. So the selected vendor will need to give me a list of what modules in Drupal I will need to run the site. **(Answered: May 20, 2011 2:32:23 PM PDT)**

Question 6

Are you looking for photoshop/illustrator files only, and no coding or programming? **(Submitted: May 19, 2011 3:42:32 PM PDT)**

Answer

- I am looking for all of the above, the coding/programming needs to be in the form of a Drupal theme. **(Answered: May 20, 2011 2:32:23 PM PDT)**

Question 7

In the CAPS request document, under Deliverables, you request the vendor to provide a database required to run the drupal site. If you are only looking for template designs for webpages and no coding, what do you mean by

provide a database? **(Submitted: May 19, 2011 3:44:12 PM PDT)**

Answer

- A drupal site uses a mysql database to store configurations and the content among other things, the vendor will have to provide the MYSQL database. **(Answered: May 20, 2011 2:32:23 PM PDT)**

Question 8

Is Drupal being used for the current site or will that be set up for this new site redesign? Who will set that up? Will Drupal utilize the university's single sign-on system? **(Submitted: May 20, 2011 2:48:46 PM PDT)**

Answer

- Not being used for the current site
Drupal is running a multisite environment
We would be interested in using a single sign on system **(Answered: May 20, 2011 2:55:24 PM PDT)**

Question 9

Who will install the theme and associated modules? **(Submitted: May 20, 2011 2:49:25 PM PDT)**

Answer

- USC will install modules & themes. This is why we want a list of modules. USC will hvave final approval of selected modules. **(Answered: May 20, 2011 2:55:24 PM PDT)**

Question 10

Are copywriting services being requested? **(Submitted: May 20, 2011 2:49:55 PM PDT)**

Answer

- Yes. **(Answered: May 20, 2011 2:55:24 PM PDT)**

Question Deadline: May 23, 2011 9:00:00 AM PDT