



# **REQUEST FOR PROPOSALS**

## **WEBSITE DESIGN AND DEVELOPMENT**

**October 13, 2019**

Submit Sealed Competitive Proposals To:

Karen Smith  
Director of Budget and Procurement  
Dorchester Administration Building  
Room D232  
Chesapeake College  
1000 College Drive  
PO Box 8  
Wye Mills, MD. 21679  
*ksmith@chesapeake.edu*

**Deadline for Receipt of Proposals: November 18, 2019, 11:00 AM EST**

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October 13, 2019

To All Interested Firms:

Chesapeake College invites proposals from firms to provide website design and development services.

Proposals will be accepted at Chesapeake College, Dorchester Building Room D232, Purchasing Office, 1000 College Drive, Wye Mills, MD. 21679 until 11 a.m. EST on November 18, 2019. **Late proposals will not be considered.** It is the responsibility of each firm to ensure that their proposal is delivered to the proper place prior to the scheduled date and time.

A pre-proposal conference will be held at 11:00 a.m. EST, October 30, 2019 in the Dorchester Administration Building, Room D233. Directions are available at [www.chesapeake.edu](http://www.chesapeake.edu).

Firms wishing to attend the pre-proposal conference via phone should email [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu) to register.

Copies of the Request for Proposal (RFP), addenda (if issued) and responses to bidder questions may be obtained at <https://www.chesapeake.edu/about/procurement>.

Chesapeake College reserves the right to reject any and all proposals and to waive any formalities, informalities or technicalities as it deems necessary, appropriate and in the College's best interest. Final award of contract is subject to the availability of funding for this project.

Sincerely,

Karen Smith  
Director of Budget and Procurement

### NON-SUBMITTAL RESPONSE FORM

RFP Name: Website Design and Development

**NOTE TO VENDOR:**

If your company’s response is a “non-submittal”, Chesapeake College is very interested in the reason for such response since Chesapeake desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We therefore, appreciate your responses to this Non-Submittal Response Form.

**Please complete and Email to: [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu)**

Please indicate your reason for responding with a “non-submittal”:

- Unable to meet the requirements for this solicitation.
- Unable to provide the goods or services specified in this solicitation
- Unable to meet time frame established for start and or completion of project.
- Received too late to submit a bid. Received on:
- Please remove our company’s name from receiving similar type solicitations.

Other (Please explain):

Your response will be reviewed and placed in the solicitation file. Your input will assist Chesapeake College in determining changes necessary to increase participation in the solicitation process.

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Company address

\_\_\_\_\_  
Company telephone number

\_\_\_\_\_  
Company fax number

\_\_\_\_\_  
Primary company contact e-mail address

\_\_\_\_\_  
Authorized company official signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS  
WEBSITE DESIGN AND DEVELOPMENT  
TABLE OF CONTENTS**

<i>Volume One Technical Proposal Check List of Items Required .....</i>	<i>i</i>
<i>Volume Two College Submittal Documents Check List of Items Required .....</i>	<i>ii</i>
<b>TENTATIVE SCHEDULE OF EVENTS .....</b>	<b>1</b>
<b>PART ONE – INSTRUCTIONS &amp; INFORMATION FOR SUBMITTING PROPOSALS .....</b>	<b>2</b>
1.1 INTRODUCTION .....	2
1.2 CONTACT POINT .....	2
1.3 PROPOSAL DOCUMENTS .....	2
1.4 PRE-PROPOSAL CONFERENCE .....	2
1.5 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS .....	2
1.6 RIGHT TO AMEND, MODIFY OR WITHDRAW RFP .....	3
1.7 TWO VOLUME PROPOSAL .....	3
1.8 SUBMISSION OF PROPOSALS .....	3
1.9 CONFIDENTIAL/PROPRIETARY INFORMATION .....	3
1.10 INCLEMENT WEATHER AND OTHER UNANTICIPATED COLLEGE CLOSINGS .....	3
1.11 LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS .....	4
1.12 ERRORS IN PROPOSALS .....	4
1.13 EVALUATION OF PROPOSALS .....	4
1.14 CRITERIA FOR EVALUATION OF PROPOSALS .....	5
1.15 AWARD OR REJECTION OF PROPOSAL .....	5
1.16 NOTICE TO PROCEED .....	7
1.17 DEBRIEFINGS .....	7
1.18 CHESAPEAKE COLLEGE RESERVED RIGHTS .....	7
<b>PART TWO – SUBMITTAL FORMAT .....</b>	<b>8</b>
2.1 INTRODUCTION .....	8
2.2 GENERAL ORGANIZATION OF FIRM’S BID CONTENTS .....	8
2.3 SECTION 1.0 – TITLE PAGE .....	8
2.4 SECTION 2.0 – FIRM’S QUALIFICATIONS AND RELEVANT EXPERIENCE .....	8
2.5 SECTION 3.0 – SAAS QUESTIONNAIRE .....	9
2.6 SECTION 4.0 – REFERENCES .....	9
2.7 SECTION 5.0 – FIRM’S PRICE PROPOSAL .....	9
2.8 SECTION 6.0 – ACKNOWLEDGEMENT OF ADDENDA .....	9
2.9 SECTION 7.0 – CONFLICT OF INTEREST STATEMENT .....	10
2.10 SECTION 8.0 – ETHICS STATEMENT .....	10
2.11 SECTION 9.0 – BID/PROPOSAL AFFADAVIT .....	10
2.12 SECTION 10.0 – ADDITIONAL INFORMATION .....	10
<b>PART THREE – GENERAL CONDITIONS OF CONTRACT .....</b>	<b>13</b>
3.1 RELATIONSHIP OF PROPOSAL AND FINAL CONTRACT .....	13
3.2 ASSIGNMENT AND SUCCESSORS .....	13
3.3 CONTRACT ADMINISTRATION .....	13
3.4 INDEPENDENT CONTRACTOR .....	13
3.5 CONTRACT TYPE AND PAYMENT SCHEDULES .....	13
3.6 REVISIONS AND CHANGES TO CONTRACT .....	13
3.7 CONFIDENTIALITY .....	14
3.8 NONDISCRIMINATION CLAUSE .....	14
3.9 INDEMNIFICATION CLAUSE .....	15
3.10 INSURANCE .....	15
3.11 GOVERNING LAW .....	17
3.12 ARBITRATION .....	17
3.13 TERMINATION FOR DEFAULT .....	17
3.14 TERMINATION FOR CONVENIENCE .....	18
3.15 TERMINATION FOR LACK OF FUNDING .....	18
<b>PART FOUR – SCOPE OF WORK .....</b>	<b>19</b>
<b>APPENDIX A – SUBMITTAL DOCUMENTS .....</b>	<b>24</b>
SECTION 1.0 – TITLE PAGE .....	25
SECTION 2.0 – FIRM’S QUALIFICATIONS AND RELEVANT EXPERIENCE .....	26
SECTION 3.0 – SAAS QUESTIONNAIRE .....	29
SECTION 4.0 – REFERENCES .....	33
SECTION 5.0 – FIRM’S PRICE PROPOSAL .....	34
SECTION 6.0 – ACKNOWLEDGEMENT OF ADDENDA .....	36
SECTION 7.0 – CONFLICT OF INTEREST STATEMENT .....	37
SECTION 8.0 – ETHICS STATEMENT .....	38
SECTION 9.0 – BID/PROPOSAL AFFIDAVIT .....	39
SECTION 10.0 – ADDITIONAL INFORMATION .....	45

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS  
WEBSITE DESIGN AND DEVELOPMENT**

FIRM NAME \_\_\_\_\_

*Volume One Technical Proposal Check List of Items Required*

This document is for the firm's convenience only to help assist in assuring that all information is included in the submittal of their technical proposal.

- \_\_\_ 1. Section 1.0, Title Page.
- \_\_\_ 2. Section 2.0, Firm's Qualifications and Relevant Experience
- \_\_\_ 3. Section 3.0, Saas Questionnaire
- \_\_\_ 4. Section 4.0, References
- \_\_\_ 5. Section 10.1, Additional Information, Subcontractor's Information
- \_\_\_ 6. Section 10.2, Additional Information, Statement of Warranty/Guarantee
- \_\_\_ 7. Section 10.3, Additional Information, Other

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS  
WEBSITE DESIGN AND DEVELOPMENT**

FIRM NAME \_\_\_\_\_

*Volume Two College Submittal Documents Check List of Items Required*

This document is for the firm's convenience only to help assist in assuring that all information is included in the submittal of their proposal.

- \_\_\_ 1. Section 5.0 Firm's Price Proposal
- \_\_\_ 2. Section 6.0 Acknowledgement of Addenda
- \_\_\_ 3. Section 7.0 Conflict of Interest
- \_\_\_ 4. Section 8.0 Ethics Statement
- \_\_\_ 5. Section 9.0 Bid/Proposal Affidavit
- \_\_\_ 6. Section 10.4 Additional Information, Proof of Insurance
- \_\_\_ 7. Section 10.5 Additional Information, Financial Stability
- \_\_\_ 8. Section 10.6 Additional Information, Vendor Information

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS  
WEBSITE DESIGN AND DEVELOPMENT**

**TENTATIVE SCHEDULE OF EVENTS**

10/13/2019	Advertisement placed in local newspaper, college website and EMMA.
10/30/2019	Pre-Proposal Conference, 11:00 a.m. EST in Dorchester Administration Building Room 233, Wye Mile Campus, Chesapeake College. Attendance is not mandatory but strongly encouraged.
10/31/2019	Cut-off date for questions. All questions and requests must be in writing and submitted by E-mail to <a href="mailto:ksmith@chesapeake.edu">ksmith@chesapeake.edu</a> , by no later than 12:00 PM. EST.
11/6/2019	College formal response to questions posted no later than 4:00 PM
11/18/2019	Proposals are due no later than 11:00 a.m. EST in the Purchasing office, Dorchester Administration Building, Room D232, Chesapeake College, 1000 College Drive, Wye Mills, MD 21679. Proposals will not be publicly opened.
11/18/2019-12/5/2019	Evaluation of proposals by College RFP Evaluation Team.
Week of January 6, 2020	Interview with short listed firm(s) if applicable.
2/27/2020	College administration submits recommendation for contract award to the College's Board of Trustees (BOT) for approval.
3/1/2020	Successful firm notified of contract award

**END OF SECTION**

## **PART ONE – INSTRUCTIONS & INFORMATION FOR SUBMITTING PROPOSALS**

### **1.1 INTRODUCTION**

Chesapeake College is seeking proposals from firms to provide consulting and implementation services to redesign the College's website. The goal of this project is to improve the user experience of the College's website through a complete redevelopment that includes, but not limited to, redesign, rearchitecture, new content management software, as well as new management operational framework and site governance policies and processes.

### **1.2 CONTACT POINT**

Questions concerning this Request for Proposals (RFP) must be made in writing and emailed to: Karen Smith, Email: [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu)

Firms, including third-party firms or their staff, should not contact other College employees, faculty or any related constituency for purposes associated with the RFP. Contact includes but is not limited to obtaining or providing information regarding this RFP. Firms failing to comply with this requirement may be disqualified.

The College may designate one or more of its employees as liaison to interested firms at its discretion. This designation may be made after the proposal submission deadline. Communication between the firm and the College would then be made through the designated liaison after that point.

### **1.3 PROPOSAL DOCUMENTS**

If a firm fails to use or fully complete the College's submittal documents as defined, the College may determine the firm's proposal to be technically non-responsive.

Proposal documents may be obtained from: <https://www.chesapeake.edu/about/procurement>

### **1.4 PRE-PROPOSAL CONFERENCE**

There will be a Pre-Proposal Conference at 11:00 a.m. EST, October 30, 2019 in the Dorchester Administration Building, Room D233, Board Room, Wye Mills Campus. All interested firms are strongly encouraged to attend. Directions to and around the campus are available on our website at [www.chesapeake.edu](http://www.chesapeake.edu)

Firms wishing to attend the Pre-Proposal conference by phone should email [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu) to register.

### **1.5 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS**

Firms must carefully examine the RFP and related documents. Should any firm find discrepancies or omissions in this RFP or be in doubt as to the content or meaning of any aspect of this document, the firm should direct inquiries and/or requests for clarification of the documents, specifications or the process as a whole in writing to Karen Smith by October 25, 2019 by 9:00 a.m. EST. [ksmith@chesapeake.edu](mailto:ksmith@chesapeake.edu).

The submission of a proposal will indicate that the firm thoroughly understands the terms of the RFP.

Firms are advised that the College reserves the right to use its best judgment in providing or not providing a response to any question(s) received after the above cutoff date for questions.



## 1.6 RIGHT TO AMEND, MODIFY OR WITHDRAW RFP

The College reserves the right, at its sole discretion, to amend or modify any provisions of the RFP or to withdraw the procurement at any time prior to the award of a contract. This final decision will be based on the College's best interest.

The College reserves the right to change the contents of this RFP where necessary for the proper fulfillment of the intent of this procurement. Changes will be made in the form of written addenda. The written addenda will be either faxed to the business fax number filed with the College or e-mailed to the firm's contact's e-mail filed with the College, which will be considered as sufficient service upon the firm of such addenda. The date of said addenda will be the date of such fax/e-mail communication. Verbal changes to the RFP are not valid unless confirmed by written addenda.

## 1.7 TWO VOLUME PROPOSAL

The selection procedure for this procurement requires an independent evaluation of the technical proposal and the College's submittal documents. This separation allows for evaluation of technical proposals on their technical merit only. Consequently, each firm shall submit its proposal in two separately sealed volumes. Refer to Section II Submittal Format, paragraph 2.2, General Organization of Firms Proposal Contents, page 7 of the RFP.

## 1.8 SUBMISSION OF PROPOSALS

Respondents must submit two (2) copies of the proposal in "hard copy" form (an original and one (1) "copy). In addition, firms shall supply a "soft copy" (electronic) on a flash drive. Proposals must include all required information. The "original" copy should be clearly marked.

*Note: For soft copies, Adobe Acrobat is an acceptable format.*

All proposal packages submitted in response to this RFP must be:

1. SIGNED: Original submittal copy must be signed in ink by the firm's authorized representative;
2. SEALED: Submittal packages must be secured with tape, staples, adhesive, etc., in an envelope, box, or other container so that the contents are not visible or cannot be exposed to view until opened by the purchasing agent. Proposal packages that are delivered unsealed will be determined to be non-responsive and ineligible for award.
3. LABELED: The front of the package(s) must clearly state "Project Website Design and Development".

**Oral, faxed or e-mailed proposals are invalid and will not be given consideration. Proposals will not be accepted electronically through EMMA.**

All costs incurred by the responding firms associated with the preparation, submission, presentation of proposals and attendance at meetings, including but not limited to, costs related to transportation, meals, lodging, bonding and other related expenses, if applicable, will be the sole responsibility of the respondent(s) and will not under any circumstances be reimbursed by the College.

## 1.9 CONFIDENTIAL/PROPRIETARY INFORMATION

Firms should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets. Firms must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a confidential or proprietary statement.

## 1.10 INCLEMENT WEATHER AND OTHER UNANTICIPATED COLLEGE CLOSINGS

In the event that the College is closed as a result of inclement weather or for other unanticipated reasons, proposals will be due on the next day that the College is officially open, at the same time specified.

Information regarding the College's closings or delayed opening may be obtained by calling 410-822-5400 or [www.chesapeake.edu](http://www.chesapeake.edu).

### **1.11 LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATIONS**

It is the firm's responsibility to ensure that its proposal is received in the Office of the Director of Budget and Procurement, Room D232, Dorchester Admin. Bldg.1000 College Drive, Wye Mills, MD.21679, no later than 11 a.m. EST November 18, 2019. Proposals may be submitted at any time prior to this date and time. Any proposal, request for withdrawal or request for modification received after this date and time is late.

Late proposals, withdrawals, or request for modifications will not be considered unless it is received before award is made and the late proposal would have been timely but for the sole or paramount action or inaction of College personnel.

### **1.12 ERRORS IN PROPOSALS**

Firms are responsible for the accuracy of their proposal. Respondents may withdraw or modify a proposal if notice of withdrawal or modification is received by the Director of Budget and Procurement before the latest time specified for the receipt of proposal. All proposals are considered final after the date and time designated for receipt of proposals. Proposals may not be withdrawn, modified or canceled for a period of 180 days after the date and time designated for receipt of proposals. Withdrawal of a proposal after the deadline for receipt of proposals will not be permitted, except in those cases where, in the sole judgment of the College, based upon clear and demonstrable evidence, the proposing firm has made a bona fide error in the preparation of the proposal and such error will result in substantial loss to the firm. In that instance, an exception may be made by the College. Negligence on the part of the firm in preparing its proposal confers no right of withdrawal, modification or cancellation of the proposal after the deadline for receipt of proposals.

Firms are responsible for the accuracy of their proposed prices. In the event of a discrepancy between the unit price and its extension, the unit price will govern. In the event of a discrepancy between written words and figures on the bid forms, the amount stated in written words will govern.

The College may contact any and all firms to verify information included in a proposal and may clarify any questions regarding the information submitted in the proposal to make sure the submitted proposal is both responsive and responsible. The College may waive or permit cure of minor irregularities. The College may waive any formalities, informalities and technicalities in evaluation of the proposal as are deemed appropriate, necessary and in the College's best interest.

### **1.13 EVALUATION OF PROPOSALS**

Proposals must meet the proposal requirements as stated under Section II Submittal Format on page 7 of this RFP. Proposals that fail to meet one or more of the criteria may be ineligible for award.

The College may make any investigations deemed necessary to determine the ability of a firm to provide the work as specified herein. This includes the right to contact any current and past customer of the firm in order to assist with the verification of references or to determine the vendor's degree of qualification.

The College reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms must provide all information and data necessary for the College to determine if the proposal is responsible and responsive to the RFP's requirements as stated herein.

### **1.13 EVALUATION OF PROPOSALS (continued)**

A College evaluation team will utilize the information submitted to evaluate proposals. Based on the outcome of the initial evaluation, one or more firms may be required to give an oral presentation of their proposal to the College and/or be invited to meet with College officials for clarification and questions. Information provided during the interview will be used to supplement the prior evaluation of the written technical proposal and the final evaluation of technical capabilities will take into account both the written technical proposal and the oral presentation. The evaluation team will again rank the proposals and forward the recommended final technical ranking to the Director of Budget and Procurement for further consideration.

The College will schedule the time and location for these presentations. Oral presentations are an option of the College and may or may not be conducted. Firms shall not rely on the possibility of being required to give an oral presentation and shall submit a complete and comprehensive written response to this solicitation. If the College elects to have on-site or website-based presentations by selected firms, proposers short-listed for oral presentations agree to be available on date(s) specified by the College (see tentative schedule of events on page 1). Failure to be available on specified dates may lead the College to elevate another proposal for further consideration.

Award will be based upon factors in addition to price. The firm that is judged to be best qualified to render the services, price and other factors considered, will be selected. It is the College's intent to award the contract to the firm which, based upon the criteria for evaluation, is the most responsive and responsible firm for the provision of the work.

### **1.14 CRITERIA FOR EVALUATION OF PROPOSALS**

Although cost must always be taken seriously into consideration in making a determination regarding award of contract, the College will use a best value approach and will specifically evaluate proposals , in addition to cost, on the basis of the following criteria:

Qualifications

Contract Management

Relevant Experience

Project Approach and Understanding

References

### **1.15 AWARD OR REJECTION OF PROPOSAL**

The contract will be awarded to the firm(s) complying with all the provisions of this RFP and the stated criteria, subject to the availability of funding and provided it is the best interest of Chesapeake College to award the contract.

Chesapeake College may reject any and all proposals, at any time, whenever such is in the best interest of the College. A firm's proposal may be rejected for one or more, but not limited to the following reasons:

1. Failure of the firm(s) to submit a bid within the time frames specified;
2. Failure of the firm(s) to provide the required information;
3. Failure of the firm(s) to respond to the request for clarification, presentation or demonstration;
4. Failure of the firm to follow the prescribed RFP instructions, including preparation, submission and response format;
5. Collusion among or between firms;

6. Unbalanced proposals: proposals in which the prices quoted for some work are inconsistent with prices quoted for similar work;
7. Lack of responsibility on the part of the firm;

### **1.15 AWARD OR REJECTION OF PROPOSAL (continued)**

8. Financial instability of firm submitting the proposal;
9. Failure of the firm to successfully negotiate a contract;
10. Submission of a proposal that does not meet the College's requirements as outlined.

The College reserves the right to reject any proposals if the evidence submitted by, or investigation of, such firm fails to satisfy the College that such firm is qualified to carry out the obligations of the contract herein.

#### **Conditional Proposals will not be accepted.**

If the firm, to whom an award is made, fails to execute the contract as specified, the award may be annulled and the contract awarded to the second most responsive and responsible firm. The second firm will be required to fulfill every stipulation included herein, as if it was the original party to whom the award was made. If the second firm fails to fulfill its obligations, the College may reject any and/or all of the proposals at its discretion.

### **1.16 NOTICE TO PROCEED**

Upon approval of award and receipt of all required documents, notice to proceed will be given. All unsuccessful firms will be notified. The specified contract time will begin on the date of the "Notice to Proceed". Both the Firm and the College will work diligently to process and agree to a written contractual agreement within 10 days after the notice to proceed has been issued.

### **1.17 DEBRIEFINGS**

Debriefing of an unsuccessful firm will be conducted upon written request submitted to the Director of Budget and Procurement within ten (10) days of the announcement of the recommended award. This debriefing will be oral and be limited to a discussion of the unsuccessful firm's proposal only and will provide information on areas in which it was deemed weak or deficient.

### **1.18 CHESAPEAKE COLLEGE RESERVED RIGHTS**

Chesapeake College reserves the right to:

- Adopt any or all portions of the firm's proposal to best serve the needs of the College;
- Modify or waive minor irregularities and technical defects in the firm's proposal to protect the best interest of the College.
- Negotiate or modify any element of the proposal evaluation process to secure the best possible arrangement for achieving the stated purpose.
- Conduct any investigations deemed necessary to determine the ability of a firm to provide the work as specified herein. This includes the right to contact any current and past customer of the firm in order to assist with the verification of references or to determine the vendor's degree of qualification.
- Clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms must provide all information and data necessary for the College to determine if the proposal is responsible and responsive to the RFP's requirements as stated herein.

**END OF SECTION**

## **PART TWO – SUBMITTAL FORMAT**

### **2.1 INTRODUCTION**

All proposals must be organized in accordance with the format listed in paragraph 2.2 below. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and result in disqualification. Non-conforming and proposals not responsive to the stated requirements may be rejected at the discretion of College officials.

### **2.2 GENERAL ORGANIZATION OF FIRM'S BID CONTENTS**

Proposals must be organized in the following format:

Volume One Technical Proposal:

- Section 1.0 Title Page
- Section 2.0 Firm's Qualifications and Relevant Experience
- Section 3.0 SaaS Questionnaire
- Section 4.0 References
- Section 10.1 Additional Information – Subcontractor's Information
- Section 10.2 Additional Information – Statement of Warranty/Guarantee
- Section 10.3 Additional Information – Other

Volume Two Submittal Documents:

- Section 5.0 Contractor's Price Proposal
- Section 6.0 Acknowledgement of Addenda
- Section 7.0 Conflict of Interest Statement
- Section 8.0 Ethics Statement
- Section 9.0 Bid/Proposal Affidavit
- Section 10.4 Additional Information – Proof of Insurance
- Section 10.5 Additional Information – Financial Stability
- Section 10.6 Additional Information – Vendor Information

### **2.3 SECTION 1.0 – TITLE PAGE**

The title page must be on company letterhead and should include the name and working address of the firm submitting a proposal, the name, email, and telephone number of the primary company representative to be contacted in reference to the proposal, and the date of submission. The page should contain the following statement: "Proposal – Project C2015-05-P, Website Redevelopment".

### **2.4 SECTION 2.0 – FIRM'S QUALIFICATIONS AND RELEVANT EXPERIENCE**

All services furnished under this contract shall be from firms regularly engaged in this type of work for a minimum of five years, and should be currently licensed, bonded and insured in the area where the work is to be performed. Failure to provide such proof may result in the firm being determined to be non-responsive and not eligible for award.

The College reserves the right to request any other information and data it deems necessary to determine if the firm's proposal is both responsive and responsible and that the firm is fully qualified to handle the project as specified.

An inspection of the firm's business operations may be required prior to the award of contract.

The Firm's Qualification Form, included in the submittal documents under Section 2.0 of the RFP, must be completed and information requested must be furnished. Failure to include any of the items listed on the form may result in the firm being disqualified. Firm should describe in detail and provide evidence supporting the qualifications when applicable.

## 2.4 SECTION 2.0 – FIRM’S QUALIFICATIONS AND RELEVANT EXPERIENCE (continued)

All firms are to compile their qualifications and experience in the order listed on the form:

1. Company Information
2. Experience/Qualifications
3. Contract Management
4. Project Approach and Understanding

## 2.5 SECTION 3.0 – SaaS QUESTIONNAIRE

The SaaS Questionnaire, included in the submittal documents under Section 3.0 of the RFP, must be completed and information requested must be furnished. Firm should describe in detail and provide evidence supporting the information when applicable.

## 2.6 SECTION 4.0 – REFERENCES

Firm shall supply a listing of at least three (3) higher education clients; one must be from a community college, for which a project of equivalent requirements, scope and complexity has been performed within the past three (3) years. Chesapeake College should not be one of these references. For each reference, the firm shall include the following information:

1. Name of client;
2. Address of client;
3. Name and title of person who may be contacted for the reference;
4. Telephone number and e-mail address, for the contact person;
5. Description of work and date of project.

Chesapeake College may contact references as it deems necessary to determine the ability of the firm to meet all the terms of the stated specifications.

## 2.7 SECTION 5.0 – FIRM’S PRICE PROPOSAL

The Price Bid shall be submitted as a paper Price Proposal and included in Volume Two as Section 5.0. **Electronic bids will not be accepted for this solicitation.** Price bids shall be signed by an authorized firm representative and shall be in accordance with the requirements of this RFP and all addenda. It should be noted that the College is a tax-exempt entity; as a result, all proposals may not include tax.

By submitting a proposal, it is understood that your firm agrees to provide said services as specified and that those services shall be provided or performed in accordance with the RFP specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions, and that your firm will adhere to said terms and conditions in any contract resulting.

It is also understood that the proposed price will be firm for a period of one hundred and eighty (180) calendar days from the deadline for receipt of price proposals and that if the authorized signatory is notified of acceptance of this price within this time period, the firm shall execute a contract for the proposed compensation.

Information to be included in the price proposal:

1. Project Costs
2. Reimbursable Travel Expenses

## 2.8 SECTION 6.0 – ACKNOWLEDGEMENT OF ADDENDA

Addenda are incorporated into and are considered to be an integral part of the RFP.

Firms must determine prior to submitting a proposal that they have received all addenda issued and must acknowledge receipt by completing Section 6.0 of the submittal documents of this RFP and returning with firm’s proposal.

## 2.9 SECTION 7.0 – CONFLICT OF INTEREST STATEMENT

Firms must certify that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest for this project; or if so, firms shall state the facts or circumstances. The Conflict of Interest Statement is attached as Section 7.0 under the submittal documents section of this RFP and must be completed and returned with the firm's proposal package. Employees of the College whose duties include matters relating to or affecting the subject matter of this contract, shall not, during the pendency and term of this contract and while so employed, become or be an employee of the firm or any entity that is a subcontractor on this contract.

## 2.10 SECTION 8.0 – ETHICS STATEMENT

In compliance with the Public Ethics Law contained in the Maryland Code Annotated, General Provisions, Title 5, it is illegal for any officer or employee of an agency conducting the procurement to solicit or obtain any proprietary or source selection information regarding the procurement prior to the award of contract. A copy of the Ethics Statement is included as Section 8.0 of the submittal documents of this RFP and must be completed and returned with the firm's proposal package.

## 2.11 SECTION 9.0 – BID/PROPOSAL AFFIDAVIT

The Bid/Proposal Affidavit included as Section 9.0 of the submittal documents of this RFP must be executed by each responding firm and submitted with the firm's proposal package.

## 2.12 SECTION 10.0 – ADDITIONAL INFORMATION

The following information must also accompany the Proposal in the appropriate volume and should be attached with a cover sheet indicating Section 10.0 – Additional Information. Moreover, each attachment included shall be clearly marked with the corresponding item number and description of attachment as referenced in the RFP so that it is easily identified (i.e. Proof of Insurance):

### Volume One

1. Subcontractors: Provide a list of all subcontractors' names, addresses, telephone numbers and contacts. If the Contractor does not use subcontractors, this should be clearly stated under this section.
2. Statement of Warranty/Guarantee: The Contractor shall provide its standard statement of any and all warranties against defects in design and workmanship to be supplied by the Contractor and the terms for replacement or credit for any such items. Also included shall be a statement with regard to labor and the Contractor's standard terms and conditions for claims for defective workmanship.

Guarantees supplied by the successful Contractor shall include a statement on protection provided to the College from personal injury, loss, clean-up, fines and damage claims resulting from any of the work performed under the final contract. Contractor shall in all respects provide the College with any and all statutory warranties and/or guarantees that are required under Federal, State and local laws as well as any additional warranties and/or guarantees which may be available.

3. Other: Provide detailed information regarding a unique or special service, noteworthy expertise on staff, or other added feature or value.

### Volume Two

4. Proof of Insurance: Contractors must supply a letter from their insurance company or a copy of a current (up-to-date) certificate(s) of insurance which includes the policy number(s), the name(s) of the insurance company and insurance agent(s), effective date(s) and coverage amounts as specified under Part Three – General Conditions of Contract, paragraph 3.10 Insurance, pages 13 & 14. Additionally, the proof(s) of insurance shall verify that the primary Contractor holds, or if awarded the contract, will hold in their company's name, all required



insurance at the specified limits. All policies, where allowed, shall include a waiver of subrogation in favor of the college.

## 2.12 SECTION 10.0 – ADDITIONAL INFORMATION (continued)

5. Financial Stability: Provide independently audited, reviewed or compiled financial statements for the two most recent complete years. Financial statements should include Balance Sheet, Income Statement and Statement of Cash Flows, as well as notes, disclosures and/or opinions as referenced in the auditor's report.

If audited, reviewed or compiled financial statements are not available, the Contractor shall provide all the following documents to support financial stability:

- A. A letter of reference from the Contractor's bank or financial institution;
- B. Credit reference letters,
- C. Internal financial statements;
- D. The two most recent year's tax returns.

The College at its option may require additional documentation to provide evidence of financial stability, and or to reduce the risk exposure of the College. Additional documentation may include but not be limited to complete Dun & Bradstreet report inclusive of a Dun & Bradstreet rating, interim internal financial reports, performance bond, letter of credit, or the establishment of an escrow account.

**FAILURE TO PROVE FINANCIAL STABILITY MAY RENDER THE CONTRACTOR'S PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR AWARD.**

By submitting a response to this solicitation, the Contractor represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it will not become in arrears during the term of the contract if selected for contract award.

6. Vendor Information: The Contractor must include the completed Vendor Questionnaire and W-9 as part of its submittal.

**END OF SECTION**

## **PART THREE – GENERAL CONDITIONS OF CONTRACT**

### **3.1 RELATIONSHIP OF PROPOSAL AND FINAL CONTRACT**

The proposal, addenda and subsequent submittals required as a part of the proposal evaluation process will become an integral part of the final contract.

All documents and contract administration provided by the successful firm must satisfy the College's requirements as outlined in the RFP. No payment will be made to the successful firm until the documents have been received and approved and the service completed and accepted by the College as responsive to all the College's requirements.

If there is any conflict between the terms and conditions of the contract and this RFP document, the terms and conditions of this RFP shall take precedence.

### **3.2 ASSIGNMENT AND SUCCESSORS**

Firm shall not assign rights or delegate duties under this RFP, or subcontract any part of the performance required under this RFP, without the express, written consent of the College. This contract shall insure to the benefit of and be binding upon the firm and the College and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to the College.

### **3.3 CONTRACT ADMINISTRATION**

The College shall assign a Project Manager and/or Designee to coordinate the activities of the successful firm with the College.

### **3.4 INDEPENDENT CONTRACTOR**

Firm is acting, in performance of this contract, as an independent contractor. Personnel supplied by the firm or its agents or subcontractors hereunder are not Chesapeake's employees or agents and firm assumes full responsibility for their acts.

Firm shall be solely responsible for the payment of compensation of firm's employees.

**Chesapeake College shall not be responsible for payment of worker's compensation, disability benefits and unemployment insurance or for withholding and paying employment taxes for any firm employee, or firm's subcontractors or agent's employees, but such responsibility shall be solely that of the firm.**

### **3.5 CONTRACT TYPE AND PAYMENT SCHEDULES**

The contract will be in the form of a purchase order(s) and all related contract documents, to include, but not limited to, the College's RFP and addenda, the firm's proposal, any and all subsequent correspondence; all required submittals, i.e., certificate of insurance, bonds, etc. as well as any other documents which may be required and mutually agreed upon and negotiated by the College and the successful firm.

Precise payment date(s) will be finalized during contract negotiations.

The College will exclusively pay the primary firm for all work performed as a result of this RFP. The primary firm will be obligated to appropriately compensate any and all subcontracted firms, if applicable.

Payment is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland. The State of Maryland is exempt from Maryland Retail Sales Tax and Federal Excise Tax.

### **3.6 REVISIONS AND CHANGES TO CONTRACT**

The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the

contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Chesapeake College before the firm performs additional work on the project. The firm cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the firm has received a signed contract amendment from the Purchasing office.

If revisions or changes are required in connection with this contract which, in the opinion of the College, are rendered necessary as a result of the firm's services or the firm's subcontractor services, if any, or if the firm's work is determined by the College to be inferior, defective or not in accordance with terms of the firm's proposal and subsequent contract, the firm must, promptly upon receipt of notice from the College, and without expense to the College:

1. Place in satisfactory condition in every particular all such work and correct all defects therein;
2. Make good all work, which in the opinion of the College is the result of failure on the part of the firm to respond to or correctly complete the terms of the contract.

If the firm, after notice, fails to proceed promptly to comply with the terms of the guarantee, the College may have the work corrected by another company and the firm will be liable for any and all expenses incurred.

### **3.7 CONFIDENTIALITY**

The Contractor acknowledges that during the engagement [he or she] may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the College and/or used by the College in connection with the operation of its business including, without limitation, the College's business and processes, methods, student lists, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this agreement or at any time thereafter, except as required in the course of this engagement with the College. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the College, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the College. The Contractor shall not retain any copies of the foregoing without the College's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the College, the Contractor shall immediately deliver to the College all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose [his or her] retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the College and shall at all times preserve the confidential nature of [his or her] relationship to the College and of the services hereunder.

### **3.8 NONDISCRIMINATION CLAUSE**

The successful firm agrees (a) not to discriminate in any manner against any employee or applicant for above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

If the successful firm or its consultant(s) willfully fails to comply with the nondiscrimination provision, the College may, where the contract is still executory in part, compel continued performance of the contract, it will be liable only for the reasonable value of services performed and materials supplied from the date that the breach of contract was discovered or should have been discovered, and any sums previously paid by the College under the contract will be set off against sums to become due as the contract is performed.

**3.9 INDEMNIFICATION CLAUSE**

The firm must name Chesapeake College as an additional insured on all liability insurance policies, as well as clearly state that it will hold harmless and defend Chesapeake College, its Board of Trustees, faculty, staff, agents and employees, from any and all claims, actions, or judgments including the expenditure of attorney’s fees and costs arising out of or incident to the performance of the contract, on the Certificate of Insurance.

**3.10 INSURANCE**

During the performance of the service under this contract, firm shall maintain the following insurance policies, and be written by an insurance company authorized to do business in the State of Maryland. Approval of insurance by the College will not relieve or decrease the liability of the firm. Contractor shall procure and maintain throughout the term of the contract policies of insurance from a carrier with an A.M. Best rating AM Best rating (in Maryland of A-1X or better).

<b>INSURANCE LIMIT REQUIREMENTS</b>	
<b>Type of Insurance</b>	<b>Limits of Liability (at least)</b>
General Liability: Comprehensive Commercial General Liability including Products and Contractual Liability	\$1,000,000 each occurrence \$1,000,000 Personal & Adv. Injury \$2,000,000 General Aggregate \$1,000,000 Products \$2,000,000 Products Aggregate
Automobile Liability: owned, non-owned and hired automobiles	\$1,000,000 per occurrence \$1,000,000 combined single limit each accident
Excess Liability or Umbrella	\$2,000,000 each occurrence
Crime or Faithful Performance	\$100,000 Employee Theft or Loss \$100,000 Depositors Forgery or Alt \$100,000 Computer and Funds Transfer
Worker’s Compensation	In accordance with statutory requirements
Employers Liability	\$1,000,000 each accident \$1,000,000 each employee – disease \$1,000,000 policy limit – disease
Errors and Omissions	\$1,000,000 per occurrence/\$3,000,000 in the aggregate
Cyber Liability	\$3,000,000 per occurrence

The firm must furnish proof of insurance to the College. The certificates must show the type, amount, class operations, effective dates and date of expiration of policies within ten (10) days from receiving the “Notice to Proceed.” Waiver of Subrogation in favor of the College is required for General Liability and Workers Compensation.

Firm must not commence work under the contract until it has obtained all required insurance and until such insurance has been approved by the College. If the work is being contracted out, the sub-contractor must have the proper coverage otherwise the successful firm picks up the exposure on behalf of the sub-contractor. Firm must not allow any subcontractor to commence work until all similar required insurance has been obtained and approved.

Firm shall furnish Chesapeake College certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to Chesapeake College.

Chesapeake College reserves the right to require complete copies of all required insurance policies at any time. If requested, copies must be furnished within 10 working days from the date of the original request.

Chesapeake College will not be liable for payment of any premiums under any required policies of insurance.

Firm shall include Chesapeake College as an additional insured on the General Liability, Umbrella Liability and Automobile Liability insurance policy required by the contract. Coverage provided shall be on a "primary and noncontributory basis". All of the firm's subcontractors shall be required to include Chesapeake College and firm as additional insured on their General Liability insurance policies.

Any and all subcontractors hired by the firm are required to carry appropriate insurance as required by the proposal and also, the policies should name the firm as an additional insured on such subcontractor's policies. Evidence that all insurance coverages have been issued must be provided to the College prior to award of this contract.

### 3.10 INSURANCE (continued)

The insurance policy provided for the protection of the firm must cover any liability assumed under its contract. The College must be furnished with certified evidence that insurance is in full force and effect and in appropriate form throughout the contract.

Firm must assume full responsibility for any and all damages, or claims of damage, for injury to persons, property, or equipment which may result from any service performed under this contract.

Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies, or capabilities may be grounds for termination of this contract.

### 3.11 GOVERNING LAW

Any contract awarded as a result of this RFP will be governed by the laws of the State of Maryland. The successful firm will be required to observe and comply with all Federal, State, and local laws, ordinances, orders, codes and regulations, including but not limited to, those relating to undocumented workers and the Uniform Commercial Code, all existing at the time of, or as amended subsequent to, the execution of a contract which in any manner affects the contractual requirements. **Furthermore, firm employees who are registered sex offenders are prohibited from visiting the College's Wye Mills campus during business days between the hours of 8 am to 6 pm.**

Any contract awarded as a result of this RFP will require that only United States citizens and/or persons legally authorized to work in the United States be employed on this project. It is the responsibility of the firm to ensure that all work to be performed under the awarded contract shall be done in strict compliance with all applicable Federal, State and local laws and regulations. In the event that a provision or specification in this RFP is in conflict with applicable laws and regulations, the firm must inform the College, indicate such in its proposal and propose alterations to the conditions specified.

As required by Maryland law, all foreign corporations doing business within the State of Maryland are required to be registered with the State Department of Assessment and Taxation. In order to be eligible to contract with the College, compliance with this law is mandatory.

### 3.12 ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

### 3.13 TERMINATION FOR DEFAULT

When the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the contractor is not entitled to recover any costs incurred by the contractor after the date of the termination notice.

**3.14 TERMINATION FOR CONVENIENCE**

The College may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor at least (30) days prior to the intended date of termination. In the event of termination, without cause, the College shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The contractor shall be

paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of paragraph 3.5 above.

**3.15 TERMINATION FOR LACK OF FUNDING**

Chesapeake College is a public institution of higher education and its budget is subject to the continued appropriation of sufficient funds for this contract by the College's appropriating authority. For purpose of this contract, the College's appropriating authority is deemed to be the Board of Trustees of Chesapeake College. Lack of funding shall be grounds for immediate termination of the contract. The College shall promptly provide the firm written notice if a non-appropriation occurs.

**END OF SECTION**



## **PART FOUR – SCOPE OF WORK**

### **4.1 PURPOSE OF WEBSITE DESIGN & DEVELOPMENT SERVICES**

Chesapeake College (Chesapeake), Maryland's first regional community college, is a fully accredited, public, two-year institution serving the community for more than 50 years. Its open-admissions policy supports its mission to provide affordable, accessible education leading to transfer to four-year schools, immediate entry into the workforce, contract training to businesses and industry, as well as continuing professional studies and certifications, skill-building and personal enrichment courses not leading to degrees or certificates. Chesapeake's audiences are vast and diverse and its website needs to meet the needs of all these audiences as well as current students, faculty, staff and parents.

Chesapeake College seeks to improve the user experience of its website through a complete website development process that includes design, rearchitecture, new content management system (CMS), as well as new management operational framework and site governance policies and processes. Rather than migrating or reworking the college's existing content, we plan to build a new site from the ground up that takes into account best practices in website content, navigation, design and accessibility. The college anticipates the new website launching within 12 months after initial kick-off meeting.

The ideal vendor will work with the college to clarify and confirm goals and objectives of the website and garner support for an implementation plan. The vendor will work closely throughout the process with the college's website design and development team, comprised of members of Information Technology (IT) and College Relations (CR). The vendor will be expected to research, identify recommend and implement new content management software.

The vendor will help us clarify the following strategies, then build a site that supports them. The website should:

- Attract prospective students and engage them in the decision-making process
- Provide efficient access to website resources for current students, faculty, staff, and other key audiences and customers such as parents, alumni, businesses and donors;
- Support and help elevate Chesapeake's image, reputation and credibility
- Communicate the breadth and depth of the College's programs
- Improve the ability to measure marketing results through improved metrics and analytics

### **4.2 PROJECT REQUIREMENTS AND EXPECTATIONS**

The statement of work documents requirements and expectations from the vendor toward the successful implementation of Chesapeake's website design and development initiative. The requirements include the need for project discovery and planning, design and development, implementation and transition, as well as a plan for ongoing management.

#### **4.2.1 PHASE I: PROJECT DISCOVERY AND PLANNING**

##### ***1. External and Internal Assessment***

The vendor will:

- Utilize and share comparable research previously performed by the vendor
- Review other best practice research publicly available
- Review current internal research provided by Chesapeake

- Meet with key stakeholders to better understand website needs, gain feedback on content contributor structure and internal capabilities to manage content, insights on key audiences, and garner support of the project (The vendor's recommendations of the type and number of meetings should be outlined in the proposal.)
- Work with the website design and development team to confirm primary business objectives for the main landing pages

Upon conclusion of these activities, the vendor will provide a summary of findings, a proposed vision and strategy for the new website, and a concise persona summary matrix that captures the needs of multiple key audiences.

## **2. Architecture and Design**

The vendor will perform an audit of current pages; then provide the following:

- Website architecture that includes a comprehensive site map
- Wireframes and design guidelines for the college homepage, as well as first, second and third level subpages
- Several page design options for homepage and all secondary pages, based on the external and internal assessments performed
- Templates that allow dynamic content functionality to populate multiple fields from one source, and a modular page building structure that allows full customization within the developed templates

The new architecture and design recommendations must meet the outlined website goals, allow for consistency of design, and conform to the college's branding standards.

## **3. Website Governance**

Based on the internal and external assessments performed, the vendor will evaluate the website design and development team's recommendations for new website governance and refine and formalize including the following activities:

- Provide a documented website governance plan and user's guide that includes defined roles, expectations, responsibilities and accountability of everyone involved in the website's content development and management
- Help prepare the content manager/webmaster to provide training to content contributors
- Provide training materials including handouts, PowerPoint slides, video clips etc. (The vendor's recommendations for this training and associated materials, along with associated cost should be outlined in the bid.)
- Provide recommendations for a systematic review of website governance

## **4. Content Development**

The vendor must provide the following:

- A plan for the development and review of content including the need for any meetings with program staff and the number of rounds for feedback (The plan should be described and associated cost itemized in the bid.)
- At least two training sessions for website content writing to the CR team that can be recorded and reused for future training
- Formal recommendations for a systematic review of website content

## **4.2.2 PHASE II: DESIGN & DEVELOPMENT SERVICES**

The vendor will recommend a content management system which comprehensively addresses the needs identified throughout the discovery process and outlined within this document. The design and development phase will involve building out the core of the new website on the recommended CMS, making a recommendation on the appropriate hosting environment, and ensuring that the CMS meets the following requirements:

### **1. Design**

- Must be compatible with the architecture and content needs of the target audiences, including but not limited to:
  - Prospective and current students including traditional-age students, adult learners, online learners, veterans, athletes, minority students, first-year students, seniors, adult professional students
  - Parents and family members
  - Alumni, community members, businesses and donors
  - Faculty and staff
- Must be easy to use, visually pleasing, informative, engaging, and accessible
- Must conform to Web Content Accessibility Guidelines (WCAG) 2.0 (at a minimum level AA)

### **2. Technical**

- Must allow for dynamic content functionality to populate multiple fields from one source
- Must provide ADA compliance checker tools
- Must meet compatibility requirements across all platforms and devices including but not limited to tablets, smart phones, laptops and desktops
- Must meet compatibility requirements across all modern browsers
- Must provide template modification knowledge transfer
- Must provide submission/approval process
- Must provide development, test and production environments
- Must ensure that all existing webpages are properly indexed and that all necessary 301 redirects are in place prior to the official launch of the completed website.

### **3. System and Integration**

- Vendor will provide recommendations on hosted vs. self-hosted CMS implementation, disaster recovery options, cache handling, and SLAs for hardware, network and platform
- Vendor will demonstrate ability to integrate CMS with systems including but not limited to:
  - College Intranet
  - Colleague via Ethos API (previous integration experience preferred)
  - College online catalog
  - Google Analytics
  - Email Marketing Services (MailChimp or similar)
  - Customer Relationship Management software (Raiser's Edge or similar)
  - Social media
  - Alertus notification system
  - College course search
  - LDAP/Active directory integration preferred

#### **4. Security**

- Must meet all security requirements including but not limited to CAPTCHA, audit trail capabilities; role, permission, group creation/management; database management; scripting language support; spam blocking; and content moderation
- Vendor will incorporate security measures around the transport of data from source systems as well as security around the display of certain data elements within the solution.
- Vendor will work directly with the Chesapeake IT team to determine the various design options to lock down these services, identify pros and cons for each, and recommend a path forward to make sure the implementation meets Chesapeake's security requirements.
- In addition, the vendor will work with business stakeholders to identify requirements around the following areas and develop a solution for new and existing users. Which data elements are considered sensitive and must be secured? Which users/groups can see sensitive data moving forward? The vendor will outline role and duties of system administration to include, but limited to: Description on how accounts and privileges are created and managed, data classification and identification of sensitive data.

#### **5. Functional**

- Must meet all authoring requirements including but not limited to file management libraries, robust editor compatible for copying and pasting from various formats, ADA compliance tool/checker, flexible template options, versioning control, content scheduling, widget integration, and website form creation
- Must meet customized notification requirements for alerting users of various tasks needed or completed in the CMS
- Must meet workflow requirements according to established roles of page submission and approval; must allow multiple workflows and versioning control
- Must allow robust admin tools that can easily reactivate, assign, disable, and expire users; ability to post customized emergency alerts and shut down entire website
- Must provide multi-language translation
- Must meet all search engine optimization requirements including but not limited to ability to create friendly URLs; metatag, keyword and description management; inbound link and lead analysis; and individual page performance analysis
- Must support the creation and sharing of information via specific RSS feeds
- Must support robust events calendar with categorization of events, iCal sharing of events, ability to register and/or pay online to attend events, and generate (preferably able to be scanned via smartphone) tickets.
- Must present ability to author and manage content through a mobile device

#### **6. Non-Functional**

- Demonstrate a successful content lifecycle model with process, workflows and wireframes based on best practices and industry research.

#### **7. Support**

- Must provide advance downtime/update notice
- Must provide roadmap of CMS development
- Must provide dedicated support forum
- Provide comprehensive documentation of environment for developer and user
- Provide dedicated training and knowledge transfer as needed for developers

## **4.2.3 PHASE III: SITE IMPLEMENTATION/TRANSITION**

### **1. Architecture and Content Development**

Prior to and during this phase, the vendor will present functional prototypes and have an iterative process to review and approve. The vendor will then create the content for and build the new Chesapeake College website using the defined CMS, according to the approved wireframes and navigation. The site must be able to be maintained directly and solely by Chesapeake College upon completion of the contract. All design work, development and or concepts utilized by Chesapeake College become the college's intellectual property.

### **2. Site Testing**

Prior to implementation, the vendor will provide the college a test plan document that describes how testing will be managed and coordinated. The test plan will outline the different types of testing, the schedule for testing, the resources required for testing, and the process for defect identification, tracking, resolution and re-testing. The plan should include the following:

- Conduct user experience testing to confirm ease of use with prospective and current students
- Create and implement test cases, reviewed by Chesapeake stakeholders, with defined steps and expected results required to validate each requirement
- Hold quality assurance review meetings where the current status of all issues and defects are reported, addressed and fixed defects are deployed for re-testing

### **3. Site Launch and Transition to Operations**

The vendor will work with the website design and development team to create a plan to formally launch and promote the new website. The plan should include but not be limited to internal communications, presentations before key stakeholders, and external publicity and social media.

## **4.2.4 PROJECT MANAGEMENT**

For the entire project from beginning to end, the vendor must provide the following:

- Overall project timeline with realistic deadlines
- Monthly progress reports throughout the process
- A project collaboration site/tool

For the implementation stage from the selection of the software, through the building and testing of the site, the vendor must provide a detailed project plan including the following:

- Project schedule, project issue log, project risk log, business decisions and change requests, meeting minutes
- Bi-weekly status report with status of each project activity
- Key roles and responsibilities (RACI matrix) and develop a resource matrix aligned with project plan to show when resources for specific areas are needed. Include high-level estimates of Chesapeake's involvement in project scope; identify skill-sets and levels of effort.
- Functional and non-functional requirements, user stories, wireframes and other key components
- Deployment and cutover plan that outlines all the tasks involved in the deployment, deadlines, points of contacts and escalation paths

**END OF SECTION**

## **APPENDIX A – SUBMITTAL DOCUMENTS**

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS PROJECT  
WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 1.0 – TITLE PAGE**

The title page must be on company letterhead and should include the name and working address of the firm submitting a proposal, the name, email, and telephone number of the primary company representative to be contacted in reference to the proposal, and the date of submission. The page should contain the following statement: "Proposal – Website Design and Development".

**END OF SECTION**

**CHESAPEAKE COLLEGE**  
**REQUEST FOR PROPOSALS PROJECT WEBSITE DESIGN AND DEVELOPMENT**  
**SECTION 2.0 – FIRM’S QUALIFICATIONS AND RELEVANT EXPERIENCE**  
**VENDOR’S QUALIFICATION FORM**

**Company Profile:**

1. Legal Name: \_\_\_\_\_
2. Legal Address: \_\_\_\_\_
3. Year Company was Incorporated: \_\_\_\_\_
4. Company Main Phone Number: \_\_\_\_\_
5. Fax Number: \_\_\_\_\_
6. E-Mail Address: \_\_\_\_\_
7. Website Site: \_\_\_\_\_
8. Owner and Title: \_\_\_\_\_
9. What is the average duration of a client relationship? \_\_\_\_\_
10. How many new clients has your firm added in the past year? \_\_\_\_\_
11. Are there any significant changes expected in your company’s client base or company operation that would affect your firm’s ability to provide services to the College?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a description explaining in detail.
12. Has your company, at any time, failed to complete a project?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a description explaining in detail.
13. Has your company ever been terminated on a contract for unsatisfactory performance?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a description explaining in detail.
14. Are there any judgments, claims or suits pending or outstanding by or against you?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, attach a description explaining in detail.

**Experience/Qualifications:**

1. Firm shall have a minimum of five (5) years experience and should be currently licensed, bonded and insured in the area where the work is to be performed. Bonding capacity and insurance must be in accordance with the RFP requirements.
2. In addition to the references provided in Section 3.0 of the submittal documents, firm shall supply any documentation or literature that will support the firm’s experience and qualifications of the following:
  - A. Include biographies and relevant experience of Project Manager and key project team members. Describe the qualifications, skills, and relevant experience of the types of staff that would be assigned to this project by providing biographies for those staff members. **The personnel cannot change or be substituted during the course of the project unless approved in advance by the College.**



**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS  
PROJECT: WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 2.0 – FIRM’S QUALIFICATIONS AND RELEVANT EXPERIENCE (continued)**

**Experience/Qualifications (continued):**

- B. What makes your firm different or better than the rest?
- C. In addition to the references listed in Section 3.0, provide a comprehensive list of colleges and universities you have worked with that would be considered peers or aspirants of Chesapeake College (including institution name, website, contact person, phone and email address).
- D. Provide links to URLs and screen shots if appropriate, for 3 websites that you have developed for other community colleges that are comparable or relevant to the work in this RFP. Briefly describe for each your role, budget, and time-frame for completion, and lessons learned.

**Contract Management:**

- 1. Provide a statement of the firm’s management philosophy.
- 2. Briefly describe the firm’s specific plan to manage, control and supervise the contract to ensure satisfactory contract compliance in accordance with the RFP. The plan should include the firm’s approach to communicate with Chesapeake College’s Project Manager and or Designee, including, but not limited to, status meetings, status reports, etc.
- 3. Submit a proposed project schedule that displays the work plans to accomplish the scope of work defined in this RFP. The project schedule should include time estimates (in hours) for both Chesapeake College and vendor for each milestone/deliverable and the resource(s) to be assigned. Where possible, individual staff members should be named and their titles provided. The planned use of specialist (if any) should be described.

**Project Approach and Understanding:**

Firm is to provide a proposal that addresses how the requirements in Part Four – Scope of Work, Section 4.2 will be met phase by phase. Additionally, vendor is to include the following:

1. **Phase I Project Discovery and Planning**

- A. ***External and Internal Assessment*** - Describe the activities your firm will perform to meet these objectives. Please include:
  - the type and number of meetings you plan to attend with which audiences and whether they are face-to-face or virtual, and
  - state if your company has and can share prior research as it relates to our project.
- B. ***Architecture and Design*** - Describe the activities your firm will perform to meet these objectives. Please include:
  - how you provide the results of your page audit;
  - how you typically present page design options; and
  - your expectations for review and turnaround time.
- C. ***Website Governance*** – Describe the activities your firm will perform to meet these objectives. Please include:
  - what you typically recommend for ongoing training—face-to-face, webinars, hybrid; and
  - the type of materials often provide.
- D. ***Content Development*** – Describe the activities your firm will perform to meet these objectives. Please include:
  - how you go about gathering and crafting the content for the various parts of the website including program and department pages, and
  - the length and format of the two training sessions for website content writing.

2. **Phase II Design and Development Services**

- Describe your process for determining your recommended content management system and hosting environment, speaking to how both will meet the Design, Technical, Integration, Security, Functional, Non-functional and Support requirements of the College.
- Include a comprehensive list of content management software with which your firm has experience.
- Include a list of at least three active URLs for websites that your firm has designed and developed, clearly indicating your level of involvement, technologies used, integrations present, and a reference/contact person for each project.

3. **Phase III Site Implementation/Transition**

- A. ***Architecture and Content Development*** – Describe the activities your firm will perform to meet these objectives. Please include:
- how you present functional prototypes and your process for review, and
  - how the actual site is reviewed and approved.
- B. ***Site Testing*** – Describe the activities your firm will perform to meet these objectives, please include your approach to conducting user experience.
- C. ***Site Launch and Transition to Operation*** - Describe the activities your firm will perform to meet these objectives, please include:
- how you recommend presenting the site to internal stakeholders, and
  - key components of the external launch plan.

4. **Project Management**

- A. Describe the activities your firm will perform to meet these objectives. Please:
- identify any project management software and its vendor that would be jointly used by the College, and
  - include any samples of reports provided to other clients.

**END OF SECTION**

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS  
WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 3.0 – SaaS QUESTIONNAIRE**

FIRM NAME \_\_\_\_\_

**Please answer the following and provide as much detail as possible. (Provide links to additional information if necessary)**

QUESTION	VENDOR RESPONSE
<b>Systems Integration</b>	
How will our users access the product / service?	
Does the product / service integrate into college systems? If, so, what methods of integration are available and what would be involved in setting up each?	
Does the product / service require a feed file from the college to provide information to the application? If so, what methods of transfer do you support for Import into your system (SSH, HTTPS, etc...)	
Do you provide end user services for consulting, systems integration, customization, and application management?	
<b>Data Center Security</b>	
Do you maintain your own data center(s) or are they hosted by an IaaS vendor (Rackspace, Amazon, etc...)?	
What audits are performed on your data center(s) to ensure Security, Availability, Processing Integrity, Confidentiality, and Privacy (ex. SSAE 16 SOC I/II). If so, can we get a description of the audit scope and copies of the most recent results or summary?	
Are your data center(s) geographically separated providing protection against a disaster resulting in downtime?	
Where are your data center(s) physically located?	

FIRM NAME:	
Do your data center(s) have fully redundant power, cooling, and ISP connections?	
What physical Security controls (Man Trap, Security Guards, Biometric Scanning, and Video Cameras) are used to secure your data center? Please describe.	
Do you have 24x7 environmental monitoring? Please describe.	
Does your data center have proper Fire/Water detection and protection? Please describe.	
<b>Network Security</b>	
Do you perform external penetration tests on your systems? If so, can you provide proof and most recent summary of results?	
Do you have network monitoring employed that looks for suspicious activities? Please describe.	
<b>Data Ownership / Responsibilities</b>	
Who owns the rights to the data being processed, stored and handled by this product?	
Who owns any intellectual property derived from the use of this product?	
Please describe your legal responsibilities for protecting the data being processed, stored and handled by this product?	
<b>Information Security</b>	
What information will be stored or processed within this product / service?	
Does the information that will be stored or processed within your product / service fall under PCI, HIPAA, or FERPA compliance?	
FIRM NAME:	

<p>If applicable, have your information handling policies and procedures been reviewed for compliance with PCI, HIPAA, FERPA, etc...?</p> <p>If so, can you provide proof and summary of results?</p>	
<p>What audits have been performed on your company and product /service offering to ensure Security, Availability, Processing Integrity, Confidentiality, and Privacy (ex. SSAE 16 SOC II). If so, can we get a description of the audit scope and most recent copies of the results or summary?</p>	
<p>We require that all of our data must stay within the borders of the US. Can this be supported?</p>	
<p>Is our data segregated from other customers?</p>	
<p>Is our data stored and transmitted using encryption at all times? Can evidence of encryption be provided?</p>	
<p>If a breach of information is detected what are your responsibilities and how it will be handled?</p>	
<p>Do you have a formal incident response plan?</p>	
<p>Who within your organization will have access to our data? (Parent companies, 3<sup>rd</sup> party vendors, support, etc...)</p>	
<p>What access controls do you have in place to limit access to customer data?</p>	
<p>How often are backups of data taken? Are they encrypted and stored off-site?</p>	
<p>If you sell the SaaS product to another vendor, will the terms of the current agreement stand? Will the privacy of our data be ensured?</p>	
<p>If we choose to move to another product/vendor will we be able to easily extract our data? Please describe process for extraction. Will there be costs associated?</p>	
<p>FIRM NAME:</p>	

Is all access and use of the system logged? If so, exactly what information is logged and can we access or obtain the log information if needed?	
<b>Service Performance, Availability and Disaster Recovery</b>	
When will your service or parts of your service be unavailable due to maintenance, and how does your maintenance window affect our use of the service?	
Are your systems continuously monitored for availability, performance, and uptime? What actions are taken when an issue is discovered and how quickly?	
Do you have a comprehensive SLA outlining system availability, performance and uptime? If yes, please provide a link or copy.	
Do you have a disaster recovery plan in place? What are the expectations for having the service back up following a disaster?	
<b>Insurance</b>	
Do you have adequate Cyber liability insurance offering protection in the event of a breach or losses incurred if the service becomes unavailable? What does the insurance cover and can you provide evidence?	
<b>Technical Support</b>	
What technical support options do you offer?	
Do you offer direct access to Tier II support for an additional cost?	

**END OF SECTION**

**REQUEST FOR PROPOSALS  
WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 4.0 – REFERENCES**

FIRM NAME \_\_\_\_\_

*Firm shall supply a listing of at least three (3) higher education clients; one must be from a community college, for which a project of equivalent requirements, scope and complexity has been performed within the past three (3) years. Chesapeake College should not be one of these references.*

1. Institution: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Name/title of Contact Person: \_\_\_\_\_

Telephone : \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Description of work and date of project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Institution: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Name/title of Contact Person: \_\_\_\_\_

Telephone : \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Description of work and date of project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Institution: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Name/title of Contact Person: \_\_\_\_\_

Telephone : \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Description of work and date of project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**END OF SECTION**

**WEBSITE DESIGN AND DEVELOPMENT**  
**SECTION 5.0 – FIRM’S PRICE PROPOSAL**

To Whom It May Concern:

I/We \_\_\_\_\_

of \_\_\_\_\_

The undersigned, examined the RFP prepared by Chesapeake College, do hereby offer to provide Website Design and Development services in accordance with the RFP, including addenda issued prior to date of receipt of proposals which is/are acknowledged via signature below, for the following proposed prices:

The pricing offered must include all charges and costs (including shipping) incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the firm’s omission. It should be noted that the College is tax-exempt entity; as a result, all proposals may not include tax.

**4.1 PROJECT COSTS**

Because the vendor will be assisting the College in selecting the software, but not actually purchasing the software, the cost and implementation fees associated with the software should not be included; however, the cost of management of the project during the software implementation phase should be included.

A separate sheet may be used clearly identifying costs per category.

CATEGORY	COST
Phase I: Project Discovery & Planning	\$
Phase II: Design & Development Services	\$
Phase III: Site Implementation/Transition	\$
Project Management	\$
Other (specify)	\$
<b>TOTAL:</b>	<b>\$</b>

**4.2 REIMBURSABLE TRAVEL EXPENSES**

DESCRIPTION	NOT TO EXCEED
Total reimbursable travel expenses, not to exceed (NTE): <b>Attach itemized list of anticipated travel expenses.</b>	\$ (NTE)



**REQUEST FOR PROPOSALS WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 5.0 – FIRMS PRICE PROPOSAL (continued)**

**CONTRACT:**

By submitting a response to this RFP, the undersigned acknowledges the acceptance of the College's terms and conditions and agrees to accept any requested modifications to the contract. If the College and the best evaluated proposer are unable to agree to final terms of a contract, the College reserves the right to terminate negotiations and proceed to the next best evaluated firm. The contract shall incorporate the terms of this RFP, as well as the response, into the contract. If there is any conflict between the terms and conditions of the contract and this RFP document, the terms and conditions of this RFP shall take precedence.

**SUBMITTAL OF PROPOSALS:**

By submitting a response to this RFP, the undersigned also hereby agrees that from its review of the RFP and the attachments, the firm fully understands the intent and purpose of the documents and conditions of submitting a proposal. Claims for additional compensation and/or extensions of time because of the firm's failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.

**ACCEPTANCE OF PROPOSALS:**

The undersigned agrees that this proposal may be held by the College for a period not to exceed 180 days from the date stated for opening of proposals. If written notice of acceptance of this proposal is mailed, or delivered to the undersigned within the time noted above, after the date of the opening of proposals, or at any time hereafter before this proposal is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the College in accordance with the proposal as accepted. It is understood and agreed that the College reserves the right to award the contract in its best interests, to reject any and all proposals, to waive any informalities in the proposals, and to hold all proposals for the period above noted.

**TIME FOR COMPLETION OF WORK:**

The undersigned agrees, if awarded the contract, to commence work within ten (10) consecutive calendar days after date of issuance of written notice to proceed and to complete the contract work within the time frame specified within the RFP.

**DECLARATION OF INTEREST:**

We/I the undersigned firm, declare that the only person, firm, or corporation, or persons, firms or corporations, that has or have any interest in the proposal or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation submitting a proposal for this same project and is, in all respects, fair and without collusion or fraud.

**SIGNATURE OF FIRM:**

\_\_\_\_\_ By \_\_\_\_\_  
Firm Name Signature of Firm Representative

\_\_\_\_\_ \_\_\_\_\_  
Business Address Title of Firm Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**END OF SECTION**

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 6.0 – ACKNOWLEDGEMENT OF ADDENDA**

We, \_\_\_\_\_ acknowledge receipt of the following Addenda:

(Proposing Firm's Name)

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

No. \_\_\_\_\_, Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Firm Representative

\_\_\_\_\_  
Print Name of Authorized Firm Representative

\_\_\_\_\_  
Title of Authorized Firm Representative

\_\_\_\_\_  
Date

**END OF SECTION**

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS  
WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 7.0 – CONFLICT OF INTEREST STATEMENT**

A. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the College, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. “Person” has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail – attach additional sheets if necessary):

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E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**END OF SECTION**

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS  
WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 8.0 – ETHICS STATEMENT**

FIRM NAME \_\_\_\_\_

In compliance with the Public Ethics Law, et al., contained in the Maryland Annotated Code, Section 15-508, I hereby affirm that no employee of or representative for our company assisted the College in the drafting of specifications, Invitation for Bid or a Request for Bid for this procurement, nor did any employee of or representative for our company assist or represent another person, directly or indirectly, who is submitting a Bid or Proposals for this procurement.

\_\_\_\_\_  
Signature of Authorized Firm Representative

\_\_\_\_\_  
Print Name of Authorized Firm Representative

\_\_\_\_\_  
Title of Authorized Firm Representative

\_\_\_\_\_  
Date

**END OF SECTION**

**CHESAPEAKE COLLEGE  
REQUEST FOR BIDS  
WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 9.0 – BID/PROPOSAL AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination.” Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business:

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provision of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C §1961, et seq., or Mail Fraud Act, 18 U.S.C §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1)-(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation of other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)-(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):  

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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment

or suspension, and the details of each person involvement in any activity that formed the grounds of the debarment or suspension):

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- 
- 

**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompany bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article, §§14-101 –14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**K. DRUG AND ALCOHOL FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and



- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
  - (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §K(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
  - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

- (1) The business named above is a (domestic [\_\_\_]) (foreign [\_\_\_]) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing has filed all of its annual reports, together with filing fees, with Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

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

Address: \_\_\_\_\_

(If not applicable, so state).

- (2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**M. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**N. REPEALED**

**O. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) the Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**END OF SECTION**

**CHESAPEAKE COLLEGE  
REQUEST FOR PROPOSALS  
PROJECT: WEBSITE DESIGN AND DEVELOPMENT**

**SECTION 10.0 – ADDITIONAL INFORMATION**

Firm shall provide:

**Volume One:**

List of Subcontractors  
Statement of Warranty/Guarantee  
Other

**Volume Two:**

Proof of Insurance information  
Financial Stability  
Vendor Information

**END OF SECTION**

**SECTION 10.0 – ADDITIONAL INFORMATION – VENDOR INFORMATION**

**Chesapeake College  
Purchasing Office  
Vendor Questionnaire**

1) Today's Date: \_\_\_\_\_

2) Company Name: \_\_\_\_\_

3) Parent Company Name: \_\_\_\_\_

*(if company named above is a subsidiary)*

4) Business Address: \_\_\_\_\_

*(Include Company's Street, City, State & Zip code – No PO Boxes)*

5) Federal Tax Identification #: \_\_\_\_\_

6) 1099 Vendor:        \_\_\_\_\_ YES        \_\_\_\_\_ NO

7) URL for Company Website  
site: \_\_\_\_\_

8) Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_

9) Sales Representative E-Mail (required): \_\_\_\_\_

10) Company Product/Service you provide: \_\_\_\_\_

11) Address where official correspondence should be sent:  
\_\_\_\_\_

12) Address where Purchase Orders should be sent:  
  
Contact Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
E-Mail (**REQUIRED**): \_\_\_\_\_  
Address: \_\_\_\_\_

13) Address where payments should be sent: *(If different than Line #3)*  
\_\_\_\_\_  
\_\_\_\_\_

14) **Supplier Diversity Information**  
{ } Woman Owned    { } African American    { } Asian  
{ } Hispanic        { } Physically Challenged { } Native American  
{ } Other \_\_\_\_\_

Minority Business Enterprise Certification # \_\_\_\_\_  
Certifying Agency \_\_\_\_\_

Vendor Questionnaire (cont'd)

**Chesapeake College  
Purchasing Office  
Vendor Questionnaire**

I agree to the following Chesapeake College Purchase Order Terms and Conditions and certify that the information provided is current and accurate:

1. Purchase Order # must appear on ALL invoices.
2. Chesapeake College will not assume the responsibility for any merchandise that is purchased without an approved signed Purchase Order.
5. Terms of payment are Net 30.
6. **All invoices** must be sent to Chesapeake College, **Attn: Accounts Payable**, PO Box 8, Wye Mills, 21679.

I affirm and attest that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and as of this date are also employed by Chesapeake College.

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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**END OF SECTION**

