



Request for Proposals (RFP) HCC19-002

Website Redesign Utilizing Drupal 8

Submit Sealed Proposals to:

Hagerstown Community College:
Ms. Lita Orner
Director, Business & Procurement Services
Career Programs Building, Room 138
11400 Robinwood Drive
Hagerstown, MD 21742-6514
bids@hagerstowncc.edu

Deadline for Receipt of Proposals/Qualifications: November 1, 2018, 1:00 PM EST.

Hagerstown Community College is an Equal Opportunity/Affirmative Action/Title IX/ADA/Title 504 Compliant Institution. Minority, small and woman-owned businesses are encouraged to submit bids for this project.

Issued: October 9, 2018

DOCUMENT A – PERTINENT INFORMATION

EVENT SUMMARY RFP HCC19-002:

Date	Activity
Tuesday, October 9, 2018	RFP specifications are advertised and made public by posting on eMaryland Marketplace.
Tuesday, October 23, 2018	Pre-Bid Meeting. Location: CPB, Room 210, at 10:00 am.
Thursday, October 25, 2018	Final date for any questions via email at bids@hagerstowncc.edu. Receipt of questions must be received prior to 2:00 PM.
Thursday, November 1, 2018	Closing date for acceptance of proposals. All submittals must be received by 1:00 PM local time for consideration, per address on page 1.
November 12-14, 2018	Short listed candidates interviewed. Date and Time to be established via email.
Tuesday, November 20, 2018	Estimated Date of Award – on or before.
On or before November 26, 2018	Contract established
November 28, 2018	Project begins
September 30, 2019	Date for completion of web redesign

The Board of Trustees of Hagerstown Community College reserves the right to reject any and all Bids 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.

1.0 OBTAINING BID DOCUMENTS

- 1.1 All bid documents will be posted to e-Maryland Marketplace at <https://emaryland.buyspeed.com/bs/> . Details to assist the first time user of eMM can be found at: <http://procurement.maryland.gov/>. Use of this website is free and open to the public.
- 1.2 It is the bidder’s responsibility to frequently check the eMM website to insure they have received all updates. Updates will be issued in the form of Addendum(s).
- 1.3 All contacts with Hagerstown Community College regarding this Request for Proposal (RFP) must be made through the Point of Contact (POC):

Hagerstown Community College:
Lita Orner
Director of Business & Procurement Services
Career Programs Building, Room 138
11400 Robinwood Drive
Hagerstown, MD 21742-6590
Phone: 240-500-2264 or email bids@hagerstowncc.edu

- 1.4 Under no circumstances are firms, including third party firms or their staffs, to contact other College staff, faculty or any related constituency for purposes associated with the RFP, including but not limited to, obtaining or providing information unless specifically noted in the Scope of the Project. **Firms failing to comply with this requirement may be disqualified.**

2.0 PRE-PROPOSAL CONFERENCE

- 2.1 A **Pre-Proposal Conference** will be held as specified on page 2 of this document. Parking Permit can be found at the end of this proposal. The purpose of the conference is for answering questions, reviewing specifications, and terms and conditions, or considering any other issues raised by the attendees relating to this contract. **Attendance is strongly encouraged.** Although an addendum will be issued following the meeting and an attempt is made to capture all relevant data not previously shared, notes can be a poor substitution and place you at a slight disadvantage.
- 2.2 Please provide your questions to the POC prior to the meeting via email at bids@hagerstowncc.edu; any questions that arise during the meeting will be addressed in an Addendum.
- 2.3 It is recommended that Offerors read the solicitation prior to attending the conference and bring a copy to the conference.
- 2.4 If there is a need for language interpretation and/or other special accommodations, please advise the POC via email so that reasonable efforts may be made to provide special accommodations.
- 2.5 If the College offices have been officially closed for any reason, the Pre-Proposal Conference will be rescheduled via Addenda posted on the website the morning after the closing event.

3.0 INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

- 3.1 Firms must carefully examine the Request for Proposal (RFP). 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 to HCC RFP Agent. Request should be sent to bids@hagerstowncc.edu prior to the close of the Q&A session, as noted on page 2.
- 3.2 Clarifications of the RFP, in form of addenda, will be posted to e-Maryland Marketplace. The College reserves the right to waive any and all proposal technicalities, formalities or informalities at any time prior to or after the date of receipt of Proposals as it deems appropriate and in the College's best interest.

4.0 CHANGES TO THE REQUEST FOR PROPOSAL SPECIFICATIONS

- 4.1 The College reserves the right to change the contents of this RFP, where necessary for the proper fulfillment of the intentions of this RFP. It is the responsibility of the

bidder to check the user group website for any addendum(s) or contact the Purchasing Agent via email for clarification.

5.0 PROPOSAL FORMS

- 5.1 Firms are hereby advised that failure to use or fully complete the College's Proposal Forms as defined herein for the submission of Proposals may result in a Proposal being determined to be technically non-responsive.

6.0 LATE PROPOSALS

- 6.1 It is the firm's responsibility to ensure that their proposal response is received at Hagerstown Community College, Career Programs Building, Room 138, 11400 Robinwood Drive, Hagerstown, MD 21742-6590, no later than the date and time specified in this Proposal on page 2. Proposals may be submitted at any time prior to this date and time. Late Proposals will not be considered and will be returned to firms unopened.

7.0 INCLEMENT WEATHER AND OTHER UNANTICIPATED COLLEGE CLOSINGS

- 7.1 In the event that the College is closed as a result of inclement weather or for any other unanticipated reason, proposals will be due on the next business day that the College is officially open, utilizing the same time of day, as specified on page 2. In the event that the College has a delayed opening on the date that the Proposals are due, the Proposal's date and time will not change. Information regarding the College's closings or delayed opening may be obtained by calling 240-500-2000 or www.hagerstowncc.edu.

8.0 ERRORS IN PROPOSALS

- 8.1 Firms are responsible for the accuracy of their Proposals. Respondents may withdraw or modify a proposal if notice of withdrawal or modification is received by the POC before the latest time specified for the receipt of Proposals. 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 120 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 as follows: 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 this 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.

- 8.2 Firms are responsible for the accuracy of their proposed prices. In the event of a discrepancy between a written number and a rendered figure, the written figure will be judged as predominant.
- 8.3 The College reserves the right to contact any and all firms to verify information included in their Proposal and to clarify any questions regarding the information submitted in the Proposal, in order to ascertain whether the Proposal received is both responsive and responsible. The College also reserves the right to waive any formalities, informalities and technicalities in evaluation of the Proposals as are deemed appropriate, necessary and in the College's best interest.

9.0 SUBMISSION OF PROPOSALS

- 9.1 Oral, telephonic, faxed or e-mailed Proposals are invalid and will not be given consideration.
- 9.2 Five (5) copies of the Proposal (an original and four (4) copies) shall be submitted and must include all required information. The original copy should be clearly identifiable and annotated as such.
- 9.3 In addition, please submit **one (1) electronic copy** (flash drive/CD) of the proposal. Section F, 5.0 provides full requirements.
- 9.4 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.
- 9.5 When submitting pricing, an Offeror must select their best pricing and submit only one price on each item. Submittal by an Offeror of more than one price for a single item is cause for rejection of the entire proposal.

Document B – General Conditions

1.0 RESERVATIONS:

1.1 Hagerstown Community College reserves the right to reject any and all proposals, at any time, whenever such is in the best interest of the College and the public it serves. A firm's Proposal may be rejected for one or more of, but not limited to, the following reasons:

1.1.1 Failure of the firm(s) to submit a timely Proposal

1.1.2 Failure of the firm(s) to provide the required information

1.1.3 Failure of the firm(s) to respond to the request for clarification, presentation, or demonstration;

1.1.4 Failure of the firm to follow the prescribed RFP preparation, submission and response format instructions;

1.1.5 Collusion among or between firms;

1.1.6 Unbalanced Proposals; that is, Proposals in which the prices quoted for some work is out of proportion to those quoted for other work;

1.1.7 Lack of responsibility on the part of the firm;

1.1.8 Financially unstable firm;

1.1.9 Failure of the firm to successfully negotiate a contract;

1.1.10 Submission of a Proposal that does not meet the College's requirements as outlined herein;

1.2 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.

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

1.4 If the firm, to whom an award is made, shall fail to execute the contract as specified, the award may be annulled and the contract awarded to the second most responsive and responsible firm, and such firm shall fulfill every stipulation included herein, as if the firm were the original party to whom the award was made, or again, the College may at that point reject any and/or all of the Proposals as its best interest may require.

2.0 GOVERNING LAW / CODES

2.1 Any contract negotiated as a result of this RFP will be governed by the laws of the State of Maryland. The successful firm shall at all times observe and comply with Federal, State of Maryland and local laws. Both parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court with the State of Maryland.

3.0 HAGERSTOWN COMMUNITY COLLEGE RESERVED RIGHTS

- 3.1 Hagerstown Community College reserves the right to adopt any or all portions of the firm's Proposal to best serve the needs of the College;
- 3.2 Modify or waive minor irregularities and technical defects in the firm's Proposal if deemed to be in the best interest of the College.

4.0 TERMINATION FOR THE CONVENIENCE OF THE COLLEGE

- 4.1 The performance of the work or services from this Request for Proposal may be terminated, in whole or in part, whenever the President of the College shall deem that termination is in the best interest of the College. In such event, the College will give thirty (30) days' notice and shall be liable only for payment in accordance with the payment provisions of this Contract for work or services performed or furnished prior to the effective date of termination, plus any authorized expenses thereafter for services approved by the College in writing. The Offeror shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivering to the Offeror a written notice of termination upon which date the termination becomes effective.

5.0 TERMINATION FOR DEFAULT

- 5.1 The performance of the work or services from this Request for Proposal may be terminated by the College, in whole or in part, if the awarded Offeror defaults in the performance of their Contract and fails to fulfill its obligations under this Agreement. In this case, the College may take over the work and prosecute the same for completion of contract, or expenses incurred that exceed the initial compensation anticipated. The College under termination for default may withhold payments to offset additional expenses incurred by this hardship, providing they make reasonable efforts to mitigate such damages.

6.0 MARYLAND REGISTRATION

- 6.1 Offerors must be registered to do business in, and must be in good standing with, the State of Maryland. Offerors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: <http://dat.maryland.gov> or by calling 410-767-1184 or Toll Free 888-246-5941.

7.0 RELATIONSHIP OF PROPOSAL AND FINAL CONTRACT

- 7.1 The Proposal, any addendum(s) and submittals required as a part of the Proposal evaluation process, will become an integral part of the final contract.
- 7.2 The contract shall be in the form of a purchase order(s) and any and all related contract documents, to include, but not limited to, the College's RFP, the firm's Proposal, any and all subsequent correspondence; all required submittals, certificate of insurance, etc. as well as any other documents which may be required and mutually agreed upon and negotiated by the College and the successful firm.

8.0 CONTRACT TYPE AND PAYMENT SCHEDULES

- 8.1 Precise payment date(s) will be finalized during contract negotiations.
- 8.2 The College expects to pay only the primary firm for all work performed as a result of this RFP. Thus the primary firm will be obligated to appropriately compensate any and all consulting firms, if applicable.
- 8.3 Upon notification of award by U.S. Mail, email, phone, or any combination thereof, the awarded Offeror(s) will be required to return an Insurance Certificate naming Hagerstown Community College as an additional insured, the executed Agreement, and the Maryland Registration Certificate of Good Standing within 15 business days.
- 8.4 Any exceptions to the Independent Contractor Agreement (Attachment A) should be noted in your proposals, otherwise acceptance is assumed. Exceptions to the College's standard Agreement may result in rejection of proposals.

9.0 NON-ASSIGNMENT OF CONTRACT

- 9.1 Neither the College nor the awarded Offeror shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party, without the written consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or appointed official of the College, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.

10.0 COOPERATIVE PURCHASE:

- 10.1 The awarded Offeror may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this proposal to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools at its own discretion.
- 10.2 The College assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this proposal.

11.0 HOLD HARMLESS / INDEMNIFICATION:

- 11.1 The awarded Offeror shall indemnify and hold the College harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the awarded Offeror's performance of the contract awarded, provided that the Offeror shall not be responsible for acts of negligence or willful misconduct committed by the College, its employees, agents and officials.

12.0 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 12.1 The College operates under the public information law, which permits access to most records and documents.

- 12.2 Proposals will be available for public inspection after the award announcement, except to the extent that an Offeror designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. An Offeror's designation of material as confidential will not necessarily be conclusive, and the Offeror may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act, General Provisions Article, Sections 4-101 through 4-601 of the Annotated Code of Maryland.

Document C – SPECIAL CONDITIONS

1.0 OFFEROR’S QUALIFICATIONS:

- 1.1 In order to submit a proposal, the website consultant must have proven experience in using and building sites in Drupal 8, working with educational institutions, and building complex, large websites for public and/or private institutions.
- 1.2 Offeror must be licensed and in good standing with the state of Maryland.

2.0 AWARD: The College intends to award the responsible Offeror whose proposal represents the best value to the College.

3.0 AGREEMENT PERIOD: The contract period shall be for the initial project period, which is anticipated to be ten (10) months commencing after approval and proper execution of the contract documents. Said contract will have two renewal options for maintenance of the project in two one-year increments, exercisable at the sole discretion of the College.

4.0 INSURANCE REQUIREMENTS: The awarded Offeror shall be required to provide a Certificate of insurance that meets the criteria as outlined in Attachment A. All documentation of insurance shall be submitted prior to contract start date. In the event that the necessary insurance cannot be obtained, the College reserves the right to revoke the contract award and award to another firm.

5.0 BILLING AND PAYMENT:

- 5.1 Invoices shall be submitted as required for all services performed to the Office of Public Information at Hagerstown Community College, 11400 Robinwood Dr., Hagerstown, MD 21742.
- 5.2 Each invoice shall include the following information:
 - 5.2.1 Federal Employer Identification Number (FEIN);
 - 5.2.2 Awarded Offeror’s name and address;
 - 5.2.3 Assigned Blanket Purchase Order Number; and
 - 5.2.4 Request for Proposals #19-002 Website Redesign Utilizing Drupal 8;
 - 5.2.5 Description of services performed and deliverables met;
 - 5.2.6 Contact name and date.
- 5.3 Payment shall be made upon receipt of proper invoice from the awarded Offeror and authorized by the College.
- 5.4 All payments will be made only upon satisfactory deliverables. No advance payments are made, unless agreed to at time of negotiations and committed to writing.

- 6.0 DEFAULT:** Upon non-performance or violation of the contract terms, the awarded Offeror will be given one chance, via written communication, to correct deficiencies. Failure to correct the deficiencies stated in the written communication will be cause for the contract to be cancelled or annulled by Hagerstown Community College in whole by written notice of default to the Offeror. An award may then be made to the next low Offeror. Failure of the Offeror to deliver services within the time stipulated on its proposal, unless extended in writing by the Director of Business & Procurement Services shall constitute contract default. In the event that an Offeror defaults, they shall forfeit the right to respond on any future College contract for a period of time as determined by the College and they shall be liable for any costs incurred by the College as a result of their default.
- 7.0 REFERENCES:** References will be verified by the Screening Committee and the results utilized as part of the determination of an Offeror's responsibility. Any negativity or uncertainty expressed by references may be used to exclude the Offeror from further consideration for award at the sole discretion of the College. It is in the best interest of the Offeror to CONTACT THE REFERENCES IN ADVANCE to ensure that they are aware that they are being utilized as a reference for this solicitation. Offerors may not use the College as a reference. Any work history the Offeror has with the College will automatically be utilized as part of the evaluation process. References both provided *and discovered* may be utilized during the evaluation process.

Document D – SPECIFICATIONS

1.0 BACKGROUND:

1.1 **ABOUT HCC:** HCC was founded in 1946 as the first of its kind in Maryland. More than 100 programs of study are available for university transfer, career preparation, or personal development, as well as non-credit continuing education courses, customized training programs, and Washington County’s adult education program. Associate degrees, certificates and letters of recognition are awarded. HCC is accredited by the Middle States Association of Colleges and Schools. Each year, more than 6,000 students take classes for college credit and more than 7,000 students take continuing education classes. Since 2003, early college enrollment has grown to nearly 900 high school students who take HCC classes each year through the ESSENCE Program and the STEMM Technical Middle College. The 319-acre picturesque campus encompasses 18 buildings and includes a full-service business incubator, numerous gardens, and an outdoor amphitheater.

1.2 **CURRENT WEB ENVIRONMENT:** HCC’s current site (www.hagerstowncc.edu) was initially launched in 2014, using Drupal 7, and contains 4,792 published pieces of content in 11 content types for two separate audiences (one for the public and another for employees, which requires a login). More than 450,000 unique visitors come to HCC’s site each year. Additional sites linked from the main site include Human Resources (jobs site), College for Kids (CFK), Technical Innovation Center (TIC), and a bid submittal site for purchasing. (The CFK and TIC sites are not part of this web redesign but will need to continue functioning within the new site.)

1.2.1 The HCC website is managed by the Office of Public Information, which is served by a director, social media and public information specialist, multimedia production specialist, and webmaster. A web developer in HCC’s IT department provides backend support as necessary. The group of five people will serve as the primary website development team, working with the selected vendor. The site is currently hosted on HCC’s server, but the team is seeking recommendations to have it hosted externally.

1.2.2 Third party or integrated resources include Acalog (college catalog), WebAdvisor, Moodle, Portal, EZProxy, Perceptive TransForm, MBS Bookstore, Presto Sports, LibGuides, eCampusTours, Pearson MyLab, Hedge Apple, PaperCut, OneSource, QuestionPoint, Omnilert, Facebook, Twitter, Instagram, LinkedIn, and YouTube.

2.0 STATEMENT OF WORK:

Hagerstown Community College (HCC) is requesting proposals from qualified website design consultants to work with HCC’s Public Information Office to create a redesigned

website, migrating from the current site in Drupal 7, to using Drupal 8 as the content management system. The website is the centerpiece of HCC's marketing efforts and digital presence. The new site must showcase all the relevant information in a modern, clean, and sophisticated design, with engaging features that are optimized to load well on any device (with heavy emphasis on mobile), and provide ease of navigation in any browser. It must comply with established ADA compliance and security requirements.

3.0 SCOPE OF WORK:

3.1 The project is expected to begin in December of 2018, with launch of the new site by September 2019. The new website must fulfill the following requirements:

- 3.1.1 Attract prospective students and engage them in the selection and enrollment process
- 3.1.2 Engage the community and other HCC constituents as they seek relevant content
- 3.1.3 Utilize a dynamic design, with interactive and engaging content, social media integration, and "call to action" features
- 3.1.4 Improve the user experience through ease of navigation and engaging content
- 3.1.5 Be responsively designed for optimal viewing and access on all devices, with emphasis on mobile
- 3.1.6 Be search engine optimized
- 3.1.7 Support all current generation browsers available in Windows, MacIntosh, Unix, and Linux, including text-based browsers
- 3.1.8 Must meet all security requirements and have a plan to maintain ongoing security updates
- 3.1.9 Be compliant with ADA section 508 and meet WCAG 2.0 AA accessibility standards
- 3.1.10 The project will involve five phases of work, as described below.

3.2 Phase 1: Assessment and Discovery

- 3.2.1 Conduct a minimum of five research meetings with key stakeholders (onsite in Dec/Jan, led by the vendor) to include small groups of faculty, staff, students, administrators, and continuing education team
- 3.2.2 Conduct user testing and develop wireframe for key areas
- 3.2.3 Prepare written plan to include a summary of findings, a proposed vision and strategy for the new site, and a plan of action for site's creation

3.3 Phase 2: Design and Information Architecture

- 3.3.1 Develop a design that provides an efficient and engaging process for the following key audiences to obtain relevant information
 - 3.3.1.1 Prospective and current students, including traditional and non-traditional credit students, non-credit/continuing education students, early college students and parents, student athletes
 - 3.3.1.2 Community and business leaders
 - 3.3.1.3 Alumni and donors

- 3.3.1.4 Faculty, staff, and administrators
- 3.3.2 Identify primary objectives for home page, first-level landing pages, second-level landing pages, and specialty pages to ensure that identified objectives and audience needs are incorporated into the new design
- 3.3.3 Incorporate mega menus to maintain a clean look, with ease of user navigation, especially on mobile devices
- 3.3.4 Provide detailed site map
- 3.3.9 Include ability to create webforms with field and form validation, and captcha to prevent robot completion (import or create forms that exist on site)
- 3.3.10 Include strong integration of HCC's social media and video platforms, and links to WebAdvisor, Moodle, and other student services provided by other hosts (third party integration)
- 3.3.11 Address basic design needs for updating the jobs and purchasing (bid) sites, to be combined with main site (design updates for the College for Kids and TIC sites are not included in this proposal, but must be linked from the new site)
- 3.3.12 Prepare three different design concepts for home page and landing pages for desktop, and homepage for mobile version, for evaluation by the website development team
- 3.3.13 Include a detailed description of the process for how approvals and testing will be handled
- 3.4 **Phase 3: Development of the New Site**
 - 3.4.1 Build in Drupal 8 and meet WCAG 2.0 AA guidelines
 - 3.4.2 Reduce load time of current site
 - 3.4.3 Include plan on how content migration will occur (specify what firm will do and what HCC webmaster/team will do)
 - 3.4.4 Must be fully optimized for desktop, tablet, and mobile versions
 - 3.4.5 Include faculty/staff login and intranet for internal documents and faculty/staff directory
 - 3.4.6 Include plan to post emergency messages on homepage and create an option for a reduced size site to be used in the event of a large campus emergency
 - 3.4.7 Include comprehensive search engine optimization for better search ranking
 - 3.4.8 Provide detailed site map
- 3.5 **Phase 4: Final Testing, Training, and Launch**
 - 3.5.1 Focus testing on assessing success of new design implementation on mobile and all other devices, using different browsers and operating systems for each
 - 3.5.2 Site search must function well and be well tested prior to launch
 - 3.5.3 Provide a training tutorial document for basic website maintenance and ongoing updates
- 3.6 **Phase 5: Hosting and Ongoing Management**
 - 3.6.1 Establish list of dedicated support functions to be provided by the firm
 - 3.6.2 Include what the role of the firm and HCC's webmaster will each be in maintaining the site after launch

- 3.6.3 Established a plan to maintain regular security updates after launch
- 3.6.4 Conduct annual ADA assessment
- 3.6.5 Submit a schedule for maintaining core CMS updates and routine patches
- 3.6.6 Provide hosting recommendation to include first byte time 400ms or better, 99.9% uptime, desktop full load time 7s or better, mobile full load time 3s or better, and managed CMS

4.0 COLLEGE INFORMATION: All College information collected, compiled or documented in any database, software or content management system of the awarded Offeror shall be and remain the sole property of the College and, upon the request of the College, all information collected, compiled or documented in any database, software or content management system shall be immediately released in a format acceptable to the College and at no cost to the College. The Offeror understands fully that the College is and shall remain the sole owner of all information relating to the College and its website(s) including information created by their firm during the course of the performance of the contract. Upon termination of contract, the awarded Offeror shall, upon request and at no cost to the College, release any data requested in a reasonable and timely manner, but no greater than two weeks.

Document E – EVALUATION OF OFFERS

1.0 EVALUATION: The website committee will review each proposal with serious consideration of the value to be received for the proposed cost, with proposals specifically evaluated on the following criteria (100 point total):

- 1.1.1 Qualifications and experience – 50 points
- 1.1.2 Plan to address scope of work and project phases – 20 points
- 1.1.3 Pricing – 20 points
- 1.1.4 Presentation – 10 points

2.0 CRITERIA:

2.1 WORK PROPOSAL – This document shall be the first section after the Technical Proposal Cover Page and be clearly titled “Work Proposal.” This document shall contain the Offeror’s understanding of the College’s needs as demonstrated by the Offeror’s work proposal. This document shall contain:

- 2.1.1 Company overview to address relevant experience in meeting HCC’s needs references and images of website examples for three comparable sites, built in Drupal 7 or preferably 8. Please indicate CMS version on each reference. Reference contact information should be listed on reference form #2. This document shall help address the Offeror’s competence and expertise in services of similar scope and size.
- 2.1.2 A brief statement about what makes the firm different or better from competitors
- 2.1.3 List of team to work on HCC account, with their assigned duties and resumes for each team member (list only individuals who will have direct contributions to the project)
- 2.1.4 A description of the approach that will be taken to ensure that services are provided as required
- 2.1.5 A detailed plan to address the phases and tasks described in the scope of work section
- 2.1.6 An established project manager to serve as the primary point of contact with HCC’s website development team from contract award through launch
- 2.1.7 A communication plan to include a schedule of weekly update calls and emails to be maintained with the director and team
- 2.1.8 Sample design ideas for homepage and first-level landing page.
 - 2.1.8.1.1 If shortlisted, this requirement will be taken one step higher and you would submit a sample mock-up of a

suggested home page and first level landing page, as part of your interview process.

***NOTE:** Submittal of these ideas does not denote restricted use. A lot of ideas and examples will be exchanged during the proposal process and Hagerstown Community College reserves the right to incorporate these ideas into their final design, without compensation to any bidder not awarded the project.*

2.1.9 Completion of Forms 1 – 4.

2.2 **PRICE PROPOSAL:** The Price Proposal items should be packaged separately from your technical proposal and clearly identified with RFP number, project name, and your business name and address.

2.2.1 The College seeks an all-inclusive fixed price fee for each contract term year.

2.2.2 Provide a detailed statement of deliverables tied to a timeline and costs associated with each phase, to include travel time for meetings and any other expenses. This will serve as your payment table if awarded the contract.

2.2.3 Indicate final summary on Price Proposal Form #5.

3.0 PRESENTATIONS: After identifying the short list of the most qualified Offeror(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals by making individual presentations to the evaluation committee.

3.1 If the committee makes the option to short-list, selected, Offeror shall be available for presentations based on the schedule listed on page 2. Exact date and time will be finalized via email.

4.0 NEGOTIATIONS:

4.1 The College may enter into negotiations with Offerors and invite best and final offers as deemed to be in the best interest of the College. Negotiations may be in the form of face-to-face, telephone, email or written communications, or any combination thereof, at the College's sole discretion.

4.2 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this solicitation fully and with forth-rightness at the time of proposal submission.

DOCUMENT F – SUBMISSION REQUIREMENTS

1.0 MAILING/ DELIVERY:

- 1.1 All packages must be securely sealed and contain proper markings as described below and sent to:

**Hagerstown Community College
c/o Lita Orner, Dir Business & Procurement Svcs.
Career Programs Building, Room 138
11400 Robinwood Drive
Hagerstown, MD 21742-6514**

- 1.2 HCC is not responsible for delays incurred by couriers or common carrier selected by Offeror. Hand delivery is accepted at the office located above between the hours of 8:30 – 4:00 pm. Please be advised **NO LATE PROPOSAL SHALL BE ACCEPTED.**

2.0 PROPOSAL OPENING:

- 2.1 Proposal submissions are due on or before the due date and time indicated in the Pertinent Information section at the front of this document. Late proposals shall not be accepted, opened, considered or awarded. In the event that College administrative offices are closed the date that proposal submissions are due, the solicitation will be opened the next business day at the same time indicated in the Pertinent Information section at the front of the document.
- 2.2 Names of Offerors will become available at the opening; however, no additional proposal information will be available. Indications that an Offeror has submitted do not reflect the responsiveness or responsibility of the Offeror and may not accurately reflect which proposals might be considered.

3.0 INSTRUCTIONS:

- 3.1 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation, and the due date and time, and the name of the Offeror submitting the proposal. Additionally, all cover pages of the solicitation response shall be marked in the same manner.
- 3.2 All proposals must be signed by an authorized officer or agent of the Offeror submitting the response and delivered in sealed envelopes or cartons to POC no later than the time and date indicated. Responses received after the time and date indicated will not be accepted or considered.
- 3.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various documents, unless specifically noted otherwise in an Exception.

- 3.4 Each proposal shall be accompanied by the Affidavit regarding non collusion, being an entity in good standing with the state, anti-bribery, and nondiscrimination employment practices. When the Offeror is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the Technical package.
- 3.5 If a discrepancy in or omission from the specifications is found, or if an Offeror is in doubt as to their meaning, or feels that the specifications are discriminatory, the Offeror shall notify POC in writing prior to the close of questions. Exceptions taken do not obligate the College to change the specifications. POC will notify all Offerors of any changes, additions, or deletions to the specifications by Addenda posted on HCC's User Group page.
- 3.6 The College will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed and will be issued by POC.

4.0 SUBMISSION OF PROPOSAL DOCUMENTS:

- 4.1 Offerors are required to complete and return **one (1) original and four (4) copies** of the following documents, as well as any additional information required as stated in the solicitation, with its proposal:
- 4.1.1 Technical Proposal:
- Cover Page, annotated as described above.
 - Form 1 – Technical Proposal Signature Page
 - Technical proposal consisting of the following items:
 - ✓ “Work Proposal” as detailed in Document E, Section 2.0
 - Form 2 – References, be certain to review sections C, 7.0 and E, 2.1.1 for full details and requirements.
 - Form 3 – Affidavit
 - Form 4 – Ability to Provide Insurance
 - Exceptions, if applicable
- 4.1.2 Price Proposal (in separate sealed envelope):
- Form 5 – Price Proposal Form, including:
 - ✓ detailed statement of deliverables tied to a timeline and costs associated for each phase

- 5.0 ELECTRONIC AND HARD COPIES:** Offerors shall submit a CD or flash drive containing the entire, identical hard copy of the bid along with the hard copies required above. Additionally, it is requested that a separate version, redacted in accordance with Document B, Paragraph 12, be added to the electronic copy.

PROJECT SUBMITTAL FORMS

FORM 1 - TECHNICAL PROPOSAL SIGNATURE PAGE

- 1. AGREEMENT:** We/I the undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents. By submitting a proposal, the undersigned also hereby agrees that the firm fully understands the intent and purpose of the documents and conditions for submitting said 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.

LEGAL BUSINESS NAME*: _____

FEDERAL TAX IDENTIFICATION NO. /SOCIAL SECURITY NO.: _____

ADDRESS: _____

City

State

Zip Code

PHONE: _____

EMAIL: _____

REPRESENTATIVE'S NAME: _____

PHONE: _____

PRINTED NAME OF COMPANY SIGNATORY: _____

- 2. IN GOOD STANDING:** Hagerstown Community College requires that the awardee be in good standing with the State of Maryland prior to execution of the Agreement. Executing and returning the acknowledgment below signifies that the firm is able to proceed with a contract and has no restrictions when working with the State of Maryland.
- 3. TAX EXEMPTION:** Hagerstown Community College is exempt from all local, state, and federal taxes, and prices stipulated by the Offeror are considered maximum and are not subject to increase due to any taxes, or any other reason.
- 4. ACKNOWLEDGMENT:** 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 RFP, or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this RFP 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.

5. ACKNOWLEDGEMENT OF ADDENDA:

We/I acknowledge receipt of the following Addendum(s):

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

The undersigned agrees that all terms and conditions of this solicitation and offer may, at the College's sole discretion, be made applicable to any contract as a result of this agreement.

SIGNATURE** : _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS OF PERSON SIGNING FORM: _____

** The correct legal business name of the Offeror shall be used in all contracts. A trade name or nickname shall not be utilized in the submission of this bid.*

*** Signature shall be made by authorized signatory, officer or partner. The signing of this Acknowledgment shall represent that the person signing is authorized to commit the Offeror into a legal, binding contract. The College reserves the right to require documentation to verify signatory status.*

FORM 2 – REFERENCES

Hagerstown Community College may contact references as it deems necessary to determine the ability of the firm to meet all the terms of the stated specifications described herein. Information from ‘discovered’ references may also be used during evaluation and selection of a firm.

Include the following information of no less than three (3) clients per RFB requirements. Please refer to RFP for specifications regarding references.

Reference #1:

Name of client	_____
Scope of Project	_____ _____
Service Years	_____
Address	_____ _____ _____
Contact Name	_____
Title	_____
Telephone No.	_____
Fax No.	_____
E-mail Address	_____

FORM 2 – REFERENCES (continued)

Reference #2:

Name of client _____

Scope of Project _____

Service Years _____

Address _____

Contact Name _____

Title _____

Telephone No. _____

Fax No. _____

E-mail Address _____

FORM 2 – REFERENCES (continued)

Reference #3:

Name of client _____

Scope of Project _____

Service Years _____

Address _____

Contact Name _____

Title _____

Telephone No. _____

Fax No. _____

E-mail Address _____

FORM 3 – BID / PROPOSAL AFFIDAVIT

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (name 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 bid submitted by the bidder on this project, and terminate any 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.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

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 bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

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):

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 provisions 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 the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with 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, §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 subsections (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) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any

law or statute described in §§B and C and subsections D(1)—(14) of this regulation, 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):

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's involvement in any activity that formed the grounds of the debarment or suspension).

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 accompanying 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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: 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, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. AFFIRMATION REGARDING NO CONFLICT OF INTEREST

The undersigned hereby affirms and attests 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 Hagerstown Community College.

O. ACKNOWLEDGEMENTS

I ACKNOWLEDGE RECEIPT of all Addendum(s) as identified on **FORM 1 – TECHNICAL PROPOSAL SIGNATURE PAGE**

I further 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) this 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.

SIGNATURE OF FIRM

If submitted by an individual, partnership or non-incorporated organization:

_____ By _____

Firm Name

Signature of Firm Representative

Business Address

Title of Firm Representative

Dated this _____ day of _____, 2018.

FORM 4 – ABILITY TO PROVIDE INSURANCE

GENERAL INSURANCE REQUIREMENTS

The Offeror shall purchase and maintain, during the entire term of the contract, including any renewals thereof, the following policies of insurance acceptable to the College:

All insurance policies must be from insurers authorized to conduct business within the state where the project is located. The insurance companies must also have a Best's Rating of at least "A-" and a financial size of "Class VII" or better. Contractor and subcontractor(s) shall disclose and shall be responsible for payment of any deductibles or self-insured retention under these policies.

General Liability Insurance: Commercial General Liability including

Products/Completed Operations (CG 00 01 04 13 or equivalent):

Minimum Limits

\$1,000,000 Each Occurrence (Bodily Injury and Property Damage)

\$1,000,000 Personal Injury and Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Fire Damage

\$5,000 Medical Expense Each Person

Automobile Liability Insurance: Owned, hired and non-owned auto coverage, including bodily injury and property damage per occurrence. *

Minimum Limits

\$1,000,000 Combined Single Limit

**Required for all contracts EXCEPT architectural design, review and/or engineering services and planning, research and/or policy projects.*

Statutory Workers Compensation and Employer's Liability Insurance: Workers Compensation

Coverage with statutory limits as required by the State of Maryland and Employers' Liability Insurance. *

Minimum Limits

\$500,000 Each accident for bodily injury by accident

\$500,000 Policy limit for bodily injury by disease and

\$500,000 Each employee for bodily injury by disease

**Workers' Compensation and Employer's Liability Insurance is required for all contracts*

Professional Liability Insurance: Coverage for errors, omissions, and negligent acts per claim and aggregate, with “additional reporting period” endorsement allowing two years beyond project completion. *

Minimum Limits

\$2,000,000 Each Occurrence

**Required for all Professional Service Contracts ONLY including but not limited to architectural design, review and/or engineering services.*

Pollution Liability Insurance:

Coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions, with “additional reporting period” endorsement allowing two years beyond project completion. *

Minimum Limits

\$2,000,000 Each Occurrence

\$1,000,000 Aggregate

**Required for contracts with remedial hazardous material operations.*

Commercial Umbrella Insurance:

Minimum Limits

\$5,000,000 Each Occurrence

\$10,000,000 Aggregate

This insurance must provide coverage in excess of the limits of employers’ liability, commercial general liability and business automobile liability. The policy must include coverage as broad as the primary insurance.

** Required for all property construction projects.*

PLEASE NOTE THE FOLLOWING:

1. A certificate of insurance showing these coverages must be provided to Hagerstown Community College VP A&F Office. The Certificate Holder must be:

Hagerstown Community College
c/o Office of VP Administration & Finance
11400 Robinwood Dr.
Hagerstown, MD 21742
2. In addition to the certificate of insurance showing additional insured status for the College, the General Liability endorsement must be provided upon request.
3. If any primary policy’s limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.

4. Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.
5. Required insurance must be maintained for the duration of the contract or business relationship.
6. If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the College carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the College.
7. Contractor shall indemnify Hagerstown Community College for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.
8. The Contractor shall not commence work for Hagerstown Community College until evidence of all required coverage is approved by the VP A&F.
9. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
10. The Contractor will not hold Hagerstown Community College liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
11. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise. Approval of the insurance by the College shall not in any way relieve or decrease the liability of the Contractor.
12. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.
13. Contractor hereby waives all rights of subrogation against Owner, Hagerstown Community College, the Architect and its consultants, and any of the Owner's subcontractors and consultants, and their respective trustees, directors, officers, employees and agents for recovery of damages to the extent those damages are covered by any insurance policies the contractor is required to maintain as set forth herein. Contractor agrees to obtain, at their own cost, and deliver to Hagerstown Community College copies of any endorsements necessary to provide such a waiver under the applicable insurance coverage.

The undersigned agrees to provide all necessary insurance coverages, and the documentation of such, immediately upon notification of award, and further understands that failure to produce the necessary documentation may result in revocation of award and debarment:

SIGNATURE: _____ Date: _____

PRINT NAME OF SIGNATORY: _____

PRINT TITLE OF SIGNATORY: _____

COMPANY NAME: _____

FORM 5 – PRICING PROPOSAL FORM

All Pricing documents should be packaged separately from the technical proposal.

The contract period is for ten (10) months with an option to renew for two additional one-year terms for ongoing maintenance.

Provide a detailed summary of deliverables tied to a time schedule and costs.

Using the table below, indicate the total cost of providing services.

Summary of fees by Contract Year

Contract Term	Estimated Annual Fee
Total Fee for Initial Contract	\$ _____ /yr
Renewal option 1 / maintenance	\$ _____ /yr
Renewal option 2 / maintenance	\$ _____ /yr

SIGNATURE: _____ Date: _____

PRINT NAME OF SIGNATORY: _____

PRINT TITLE OF SIGNATORY: _____

COMPANY NAME: _____



HAGERSTOWN COMMUNITY COLLEGE
11400 Robinwood Drive, Hagerstown, MD 21742-6514

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is between <CONTRACTOR>, (“Contractor”), and Hagerstown Community College (“HCC”) for the services specified below (“Services”).

The parties agree as follows:

- 1. Performance Dates.** Contractor shall begin performing the Contract on **NOVEMBER 26**, 2018, and finish performing on **SEPTEMBER 30**, 2019. Changes to the Contract are permissible only through an amendment issued according to Paragraph 14.

Contractor may not begin performing the Services until this Contract has been signed by both parties.

- 2. Types of Services. Check the appropriate box.** Consulting (e.g. Management) Educational Consulting (e.g. Curriculum Development and Evaluation) Technical Support Grant Writing/Development Speaking/Facilitating/Presenting Editing/Writing Teaching/Instruction Services Student Activities Other – Describe: _____

- A. Specific Services. In detail, describe the Services or attach a description to this Form, identifying the program or project, if applicable; the need for the Services; what will be done; how it will be done; and any deliverables (such as reports, analyses, designs):**

Refer to RFP Document HCC19-002. In particular Section D, titled Specifications.

- B. Licenses/Certifications.** Licenses/certifications required: _____

Contractor shall provide to the Contract Monitor identified below a copy of all applicable licenses/certifications before providing the Services, and maintain them in good standing throughout this Contract.

- C. Location.** Contractor will perform the Services at: _____.

- 3. Fees/Payments for Services Provided.**

\$ 0.00 Fee/Honorarium

\$ 0.00 Total (Payments to Contractor may not exceed this amount.)

- 4. Method and Time of Payment.**

- A.** To be paid, Contractor **must submit an itemized invoice**. The invoice must specify the Services provided, which must match the description in Paragraph 2; the dates of and work performed during the billing period; and the specific dollar amount. **Contractor shall be paid based on negotiated schedule and deliverables as submitted as part of the bid process.**

Invoices for progress payments must specify the actual work performed.

5. Contractor Professionalism.

- A. Contractor shall, at all times during this Contract, provide the Services within the highest standards of its profession.
- B. Contractor shall provide notice immediately to the Contract Monitor of any change in any license/certification. Contractor certifies that it shall maintain all applicable licenses/certifications.
- C. Contractor warrants that the Services provided shall conform to the Contract.
- D. Contractor shall, at all times during this Contract, comply with all applicable laws, regulations, rules and policies.

6. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless HCC, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Contract. The requirements in Paragraph 6 will not be construed as limiting the scope of this indemnification.

7. Non-Discrimination. Contractor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion, and agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, equal employment opportunity, and affirmative action.

8. Funds Unavailable. HCC may cancel this Contract if, in future fiscal years, funds become unavailable for the support of the program for which the Services are provided.

9. Property Rights. HCC and the College shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature ("Works") to be developed and delivered under this Contract. Contractor agrees that the Works are "works for hire" and assigns all of the Contractor's right, title, and interest to HCC.

10. Assignment/Subcontract. Contractor shall not assign any right or delegate any duty under this Contract to any third party without the prior written approval of the Contract Monitor. Contractor shall not subcontract any of the Services to be provided under this Contract without the prior approval of the Contract Monitor.

11. Amendment. The parties may change this Contract only through a written amendment signed by HCC Reviewer.

12. Applicable Law/Remedies. This Contract shall be governed by the laws of the State of Maryland. The parties shall have all remedies available by law or in equity.

13. Termination.

- A. HCC may terminate this Contract for convenience by giving Contractor 30 day's written notice of termination.
- B. A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party 10 days written notice of the failure to comply.
- C. HCC may terminate this Contract immediately if the Contractor files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors.

14. Interpretation. The parties intend this Contract, including all bid documents and submittals to express their complete and final agreement.

Sample Contract - Attachment A (cont'd)

- 15. Authority.** Contractor warrants that the person signing this Contract on its behalf is authorized to enter into this Contract.
- 16. FERPA.** If Contractor has access to students' educational records, Contractor shall limit its employees' access to the records to those persons for whom access is essential to the performance of this contract. At all times during this contract, Contractor shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 in all respects.
- 17. Audit.** HCC shall have the right, at its expense, to inspect the books and records of Contractor to verify its performance and expenses submitted under this Contract. Inspection shall take place during normal business hours at Contractor's place of business.
- 18. Records Retention.** Contractor shall retain all records related to this Contract in its possession for five (5) years after the expiration of the Contract.
- 19. Terms and Conditions.** Contractor acknowledges that it has read the Contract completely, and shall fully comply with all terms and conditions.
- 20. Certification.** Contractor certifies that it is an independent contractor; provides Services to other customers; maintains insurance; sets its own priorities on time and hours of work; provides its own supplies; and determines the means of delivering Services.

CONTRACTOR:

Signature: _____	Date: _____
Name: _____	Phone No.: _____
Title: _____	Address: _____ _____

Contractor is a: Corporation LLC Partnership Sole Proprietorship (an individual)

HAGERSTOWN COMMUNITY COLLEGE:

Signature: _____	Date: _____
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TO BE COMPLETED BY CAMPUS/UNIT ONLY							
College:		Dept:		Vendor ID:		Req. No.:	
Contract Monitor Name: <i>(Person Who Wrote Contract)</i>				Telephone:		Fax:	
Person Completing this Form If Different that Contract Monitor:				Telephone:		Fax:	
Human Resource Reviewer Signature:							
<i>In initiating, approving, initialing, or signing this contract, a HCC employee certifies that neither he/she nor his/her relatives, have any substantial interest in this Contract.</i>							

Date: 10/2/2018

Attendee Parking Permit

Valid Tuesday, October 23, 2018

9:00 AM – 12:30 PM

Pre-bid Meeting at 10:00 AM

-----Fold page in half & display on dashboard of vehicle. -----

Pre-bid Meeting Details: The meeting will begin at 10:00 AM in room 210 of the Career Programs Building. Please bring your bid documents with you, as copies will not be provided.

Career Programs Building & Parking

- Enter HCC campus.
- Take the **FIRST RIGHT HAND TURN** onto Scholar Drive
- Use **PARKING LOT F** on left – see campus map.
- Place permit in car window to avoid a parking ticket.

For meeting, you will enter the building on the lower level. At the first corridor, turn right and take the stairs ahead. Meeting will be held in room 21.

Package Label(s):

SUBMITTAL LABEL

Bid: RFP HCC19-002

Due: November 1, 2018 by 1:00 PM

Bidder's Name:

Bidder's Address:

Project Title: Web Redesign Utilizing Drupal 8

Package ____ of ____