



COMPETITIVE SIMPLIFIED PROCUREMENT

November 18, 2008

PROJECT TITLE: RedDot CMS Implementation

PROJECT NUMBER: TU-0934

DESCRIPTION: Towson University is seeking assistance in the strategic planning of converting the University's existing website to RedDot content management system. The services consist of converting the site from static to dynamic content, and the installation and implementation of the CMS RedDot server and system software.

PRE-BID/PROPOSAL CONFERENCE: N/A

DEADLINE FOR QUESTIONS: Wednesday, 11/26/08 @ 4:30 PM

BID DUE NO LATER THAN: Friday, 12/12/08 @ 2:00 PM

TENTATIVE DATE OF AWARD: Friday, 12/19/08

ISSUING OFFICE AND PROCUREMENT OFFICER:

****Issuing Office:** Procurement Department
Mailing Address Towson University
8000 York Road
Towson, MD 21252

*Campus Office Location:

Hand carried, Courier, FedEx, UPS, etc. 7720 York Road, 4th Floor
Phone Number: (410) 704-3315
Facsimile Number: (410) 704-8233
Procurement Officer
Representative: Stuart Heilman
Procurement Director: Lucy Slaich

INQUIRIES REGARDING THIS BID MAY BE MADE TO: Stuart Heilman, Procurement Officer
Representative, E-mail: sheilman@towson.edu or Phone: (410) 704-3315.

PROCUREMENT METHOD: This solicitation will be conducted in accordance with the University System of Maryland's (USM) Procurement Policies and Procedures, Competitive Simplified Procurement.

BASIS FOR AWARD: Award will be made to the responsive and responsible bidder whose bid is determined to be most advantageous to the University considering the bid price, the submittal requirements detailed in the solicitation, and sound business practices.

PARKING: All vehicles parked on Towson University property must strictly observe University parking regulations. Each vehicle parked on campus between 6 am and 8 pm, Monday through Thursday, and from 6 am to 3 pm on Fridays, must display a valid University permit unless parked at a paid meter. Parking on sidewalks or unpaved areas is prohibited at all times. All fines for parking or other vehicle violations are the responsibility of the Contractor. This applies to vendors, salespersons, company vehicles, and Contractor employees' personal vehicles. Long- and short-term permits are available, at designated rates, for vendors with contracts that require them to park regularly on the campus; see the parking website at <http://wwwnew.towson.edu/adminfinance/auxservices/parking/> for permit rates and information to support preparation of Bid/Price Proposal.

NOTE: PARKING FEES MUST BE INCLUDED IN BID/PRICE PROPOSAL

INCLUDED IN BID PACKAGE: Specifications, Bid Form and Terms/Conditions for Simplified Acquisitions.

BID SUBMITTALS: The following items should be submitted with the Bid: BID FORM and any necessary documentation required to show compliance with the enclosed specifications.

Any documentation submitted must be offered in the same format as presented in the Specifications Section. *(Please do not submit advertising materials with your bid.)*

One (1) original and two (2) copies are requested.

Prices quoted are valid for 90 days unless otherwise noted.

BID RESPONSE SHOULD BE MADE VIA:

- Regular Mail to the ^{**}Issuing Office Location *(please allow extra time if you plan to mail your bid), or*
- Hand Deliver to ^{*}Campus Office Location.

Indicate on the outside of the envelope the solicitation/project number, bid due date, and bidder's name and address.

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND

SPECIFICATIONS

RedDot CMS Implementation TU-0934

Objective: To convert Towson University's existing website to RedDot content management system. The benefits of this implementation include increased process efficiencies, increased timeliness of site updates, and a central and consistent presentation and quality of site information. Towson University is in need of services for assistance in the strategic planning of converting the site from static to dynamic content, and the installation and implementation of the CMS RedDot server and system software.

DESCRIPTION OF SERVICES BY PHASE:

Phase 1: Strategic planning: Vendor must have the experience and ability to provide the following skills sets in requirements gathering definition:

- Provide expertise ability to lead, facilitate, and document discovery workshop sessions. Purpose of the discovery sessions are to outline scope, goals and key dependencies for the project;
- Provide expertise and guidance on best practices and approach for content object modeling;
- Provide expertise and guidance on best practices and approach for configuration, installation, and implementation of CMS system.

Activities within Strategic Planning phase would include:

- Review of project goals and scope;
- Review of existing stakeholder interviews;
- Review of Towson University technical architecture, processes, and dependencies;
- Additional subject matter expert interviews with project sponsors, business subject matter experts, and technical subject matter experts with the University;
- Draft project plan for installation and implementation.

Outputs of sessions would include documentation plan for implementation and configuration, as well a project schedule to guide timely completion of project tasks. Bids should plan for discovery sessions to last 5 days. Completion of Phase 1 shall be no later than January 30, 2009.

Phase 2: RedDot CMS Server installation and configuration: Provide services, working with assistance from Towson University system engineers, to install and configure RedDot CMS Server, including the following modules and options:

- Web Content Manager;
- Asset Manager;
- Translation Editor;
- Web Compliance Manager;
- Site Manager;

- Smart Edit;
- Spell Checker;
- Graphic Workflow Designer;
- Additional GUI language;
- LDAP Connector and Active Directory integration.

Completion of Phase 2 shall be no later than January 30, 2009.

Phase 3: LiveServer installation and configuration: Provide services, working with assistance from Towson University system engineers, to install and configure RedDot LiveServer, including the following modules and options:

- Personalization Manager;
- Web Service Connector;
- RedDot Taxonomy Manager;
- RedDot SmartForm;
- LiveServer Cluster Server;
- RedDot Forum;
- RedDot Blog.

Completion of Phase 3 shall be no later than January 30, 2009.

Phase 4: Build project structure: Provide services to build project back-end structure, input templates and file folder taxonomy, meta-data definitions and standards for Towson University team to eventually enter content into templates to build pages.

Completion of Phase 4 shall be no later than February 27, 2009.

Phase 5: Build initial templates: Provide services to code and build up to four (4) front-end design publication templates for use within system. Includes coding of up to three (3) CSS for lay-out and display of pages to the end user.

Completion of Phase 5 shall be no later than February 27, 2009.

Phase 6: End user training: Provide up to three days training services for Towson University staff (up to 6 total) to maintain and build pages using the CMS and LiveServer features. Expected training timeline 3 days.

Completion of Phase 6 shall be no later than March 13, 2009.

CRITERIA

The following items are criteria that must be met by vendors submitting proposals:

- Vendor must have direct experience with RedDot CMS installation and implementation experience on large scale projects and enterprise wide websites;
- Vendor must have worked on a minimum of three large scale projects and enterprise websites similar in size to Towson University's breadth and depth, complexity of content and functionality (thousand-plus pages, keyword search functionality, various data

collection forms, integration of faculty, staff, student portal, integration of third party sites and applications, including maps, calendar and transaction tools);

- Vendor must provide sample URLs for large scale projects and enterprise wide websites and references;
- Preference given for experience with higher education institutions or the like;
- Vendor must be a Certified RedDot Partner, and have been certified for a minimum 6 months (as of April 1, 2008), and provide documentation of that certification;
- Services for each step project phase must take place on-site at Towson University;
- Vendor must assign team member with appropriate skills and RedDot expertise to each phase of the project, based on the specific needs and tasks of that particular phase;
- Vendor must provide specific names, resumes, and references of team members to be assigned to each phase of the project, outlining their specific RedDot and CMS experience demonstrable to each phase;
- Vendor provide evidence of adequate bench depth to handle any unexpected loss or attrition of team members during project lifecycle, and ability to continue meet project timeline accordingly;
- Completion of install and configuration of both RedDot CMS Server and LiveServer will be considered final only after acceptance of completed testing of both products.
- Payment schedule is based upon completion of each phase, as outlined below:
 - Phase 1: Strategic Planning 20%, due upon accepted completion of workshops and project output documentation;
 - Phase 2: RedDot CMS Server installation and configuration 10%, due upon accepted completion install and configuration testing;
 - Phase 3: LiveServer installation and configuration 15%, due upon accepted completion install and configuration testing;
 - Phase 4-6: Completion of final three phases would result in total payment of remaining 50%, due upon accepted completion of project structure, template build, output documentation, and end-user training;
 - Build project structure,
 - Build initial templates,
 - End user training,
- Vendor must include all expected travel and expenses costs in bid;
- Vendor must include any hourly rates for post-project on-call consulting services or trouble-shooting for any server installation or administration issues, project structure and template issues. Please specify rates if and variances by method of response via on-site visits, emails, or phone calls.

BID FORM

**RedDot CMS Implementation
TU-0934**

Reference #R-399

Item #1

Total Bid Price for Project as specified \$ _____ **

Bidder must also complete the following:

Phase 1 cost (as specified) \$ _____

Phase 2 cost (as specified) \$ _____

Phase 3 cost (as specified) \$ _____

Phase 4 cost (as specified) \$ _____

Phase 5 cost (as specified) \$ _____

Phase 6 cost (as specified) \$ _____

**** Basis of Award**

Note: Completion of project is desired by no later than March 13, 2009. Completion dates for each phase are also noted in the attached specifications. Please indicate below if your firm can or cannot meet the desired timeline.

_____ Yes my firm can meet this timeline.
_____ No my firm cannot meet this timeline.

FOB: DESTINATION (unless otherwise noted)
TERMS: NET 30

Bidder Information:

Company: _____

Address: _____

Representative: _____

Phone #: _____ Fax#: _____

Email _____ Web: _____

Signature: _____

**GENERAL TERMS AND CONDITIONS
FOR SIMPLIFIED ACQUISITIONS
(not exceeding \$100,000)**



This Addendum sets forth the mandatory terms and conditions required by Towson University and the Procurement Policies and Procedures of the University System of Maryland that by this Addendum are included in the contract attached. The Contractor agrees that the University's acceptance of and payment for the goods and/or services under this contract are conditioned upon the inclusion of the terms and conditions set forth below.

.01 Incorporation by Reference. All terms and conditions of the solicitation, and any amendments thereto, are made a part of this contract.

.02 Tax Exemption. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

.03 Scope of Work. The Contractor shall furnish all labor, applicable code and all materials, equipment, supplies or services in order to complete the total work in accordance with the specifications, federal and State laws and regulations.

.04 Delivery and Acceptance. Delivery shall be made in accordance with the instructions set forth in the contract documents and/or solicitation. The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor's control. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The University reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

.05 Non-Hiring of Employees. No employees of the State of Maryland or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while so employed, become or be an employee of the party or parties hereby contracting with the State or any unit thereof.

.06 Nondiscrimination in Employment. The Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and 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. Towson University's policies, programs, and activities comply with federal and state laws and University System of Maryland regulations prohibiting discrimination on the basis of race, color, religion, age, national origin, sex, disability, and sexual orientation.

.07 Financial Disclosure. The Contractor shall comply with State Finance and Procurement Article, 13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

.08 Political Contribution Disclosure. The Contractor shall comply with the provisions of Article 33, Sections 30-1 through 30-4, Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the Administrative Board of Election Laws 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. The statement shall be filed with the State Administrative Board of Election Laws: (a) before a purchase or execution of a lease or contract by the University, a county, an incorporated municipality or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (1) February 5, to cover the six-month period ending January 31; and (2) on August 5, to cover the six-month period ending July 31.

.09 Anti-Bribery. The Contractor warrants that neither it nor any officer, director or partner, nor any employee involved in obtaining contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe, nor has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

.10 Registration. Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

.11 Contingent Fees. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

.12 EPA Compliance. Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

.13 Occupational Safety and Health Act (O.S.H.A.). All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards.

.14 Termination for Convenience. Upon written notice to the Contractor, the University may terminate this contract, in whole or in part, whenever the University shall determine that such termination is in the best interest of the University. The University shall pay all reasonable costs incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

.15 Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of this Contract, the University may withhold payment at the discretion of the University and/or terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the USM Procurement Policies and Procedures.

.16 Disputes. This contract shall be subject to USM Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

.17 Multi-Year Contracts. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the University's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the University from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The Contractor may not recover anticipatory profits or costs incurred after termination. The University shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

.18 Intellectual Property. Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

.19 Maryland Law Prevails. The provisions of this contract shall be governed by the laws of Maryland.

.20 Contractor's Invoices. Contractor agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number which is the Social Security Number for individuals and sole proprietors and the Federal Taxpayer Identification Number for all other types of organizations. If a Purchase Order document is used, the Purchase Order Number must be included.

.21 Pre-existing Regulations. The regulations set forth in USM Procurement Policies and Procedures in effect on the date of execution of this Contractor are applicable to this Contract.

.22 Indemnification. The University shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this agreement.

.23 Conflicting Terms. Any proposal for terms in addition to or different from those set forth in this purchase order or contract or any attempt by the Contractor to vary any of the terms of this offer by Contractor's acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this purchase order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor's assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

.24 Drug and Alcohol Free Workplace. The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of the purchase order or contract.

.25 Retention of Records. The Contractor shall retain and maintain all records and documents relating to this contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the University, including the Procurement Officer or designee, at all times.

.26 Delays and Extensions of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

.27 Modifications. This Contract may be amended with the consent of both parties. Amendments may not significantly change the scope of the Contract.

.28 Suspension of Work. The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as she/he may determine to be appropriate for the convenience of the University.

.29 Compliance with Laws. The Contractor hereby represents and warrants that: (a) it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; (b) it is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; (c) it shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations, under this Contract; and (d) it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

.30 Payment of State Obligations. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public entities, as applicable, are prohibited.

.31 Software Contracts. As specifically provided by Section 21-104, Commercial law Article, Maryland Annotated Code, the parties agree that this Agreement shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This Agreement shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.

Vendor agrees that as delivered to Buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Vendor.

.32. Gramm-Leach-Bliley Act of 1999 The Contractor agrees that in performing its obligations under this contract, the Contractor shall comply with all requirements of a non-affiliated third-party who receives a financial institution's consumer or customer information, under the Gramm-Leach-Bliley Act of 1999, and applicable regulations thereto (the "GLB Act") and other applicable federal and state consumer privacy acts, rules and regulations. Nonpublic personal information shall have the same meaning as that term is defined in the GLB Act.

a. The Contractor Agrees to disclose such nonpublic personal information for the sole purpose of facilitating the Contractor's performance of its duties and obligations under this contract and will not disclose such nonpublic personal information to any other party unless such disclosure is (i) allowed by the GLB Act and consented to by the Customer, or (ii) compelled by law, in which case the Contractor will provide notice of such disclosure to the Customer.

b. The Contractor represents and warrants that it will, for so long as it retains nonpublic personal information, implement and maintain in place the necessary information security policies and procedures for (i) protecting the confidentiality of such nonpublic

person information, (ii) protecting against any anticipated threats or hazards to the security or integrity of such nonpublic personal information, and (iii) protecting against the unauthorized access to or use of such nonpublic personal information. These terms apply to all subcontractors employed by the contractor who perform work under the scope of this agreement.

.33. I-9 Requirement Contractor warrants and represents that it is currently in compliance, and that during the term of this contract it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Contractor.