



**BOARD OF TRUSTEES OF
THE COMMUNITY COLLEGE OF
BALTIMORE COUNTY, MARYLAND**

REQUEST FOR PROPOSAL 11-013

**WEB MANAGEMENT CONSULTING AND SITE PLANNING
PHASE I**

QUESTIONS CONCERNING THIS SOLICITATION MUST BE SENT TO:

Mary Jo McCabe, CPPB
Director of Purchasing
The Community College of Baltimore County
7200 Sollers Point Road
Baltimore, MD 21222-4649
443-840-3010
mmccabe@ccbcmd.edu

MINORITY BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

SUBMITTAL LABEL: Cut on the dotted line and adhere to your submittal.

FROM: _____

RFP No. 11-013

DUE DATE: November 30, 2010, 2:30 pm

Web Management Consulting and Site Planning Phase I

**TO: Community College of Baltimore County
Purchasing Department/Room A209
7200 Sollers Point Road
Baltimore, MD 21222**

ISSUE DATE: November 4, 2010

CCBC on the web: www.ccbcmd.edu

Solicitations posted on eM@rylandMarketPlace: www.ebidmarketplace.com

1. PROPOSAL INFORMATION

1.1 OBJECTIVE

The objective of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to establish a contract for full-service Web consulting and site planning as identified herein.

CCBC consists of three campuses and three extension centers under the administration of a President: Catonsville campus, 800 South Rolling Road, Baltimore, MD 21228; Dundalk campus, 7200 Sollers Point Road, Baltimore, MD 21222; Essex campus, 7201 Rossville Boulevard, Baltimore, MD 21237; Hunt Valley Center, 11101 McCormick Road, Hunt Valley, MD 21031; Owings Mills Center, 110 Painter's Mill Road, Owings Mills, MD 21117; and the Randallstown Center, 8706 Liberty Road, Randallstown, MD 21133.

CCBC offers hundreds of programs and thousands of courses helping people of all ages, backgrounds and interests earn degrees, transfer, career success, launch or advance careers, and prepare for in-demand jobs. Providing accessible, affordable and high quality education since 1957, CCBC educates nearly 70,000 students each year, including half of all Baltimore County residents attending college in Maryland as undergraduates. CCBC is committed to student success and the development of lifelong learners who strengthen our regional workforce and enrich our community. CCBC has also been selected to participate in ***Achieving the Dream***, a national student success initiative.

The offeror's response, the specifications, terms and exhibits of this RFP will become Exhibit "A" of the contract to be awarded as a result of this RFP, with the terms and conditions of the standard contract of CCBC.

1.2 SCHEDULE

Solicitation Released	November 4, 2010
Pre-Proposal Conference	November 11, 2010 @ 2 P.M. Dundalk campus, L Building, Room 220
Deadline for Receipt of Questions	November 16, 2010 @ 4:30 P.M.
College Closed	November 22 - 26, 2010
Proposal Due Date	November 30, 2010 @ 2:30 P.M.
Oral Presentations, if required	December 15-17, 2010
Tentative Date of Contract Award*	January 20, 2011

* Requires approval of The Board of Trustees of The Community College of Baltimore County

CLOSING OF COLLEGE

Information regarding College closings or delayed openings may be obtained by contacting the CCBC weather line on 443-840-3700 or at www.ccbcmd.edu. In the event that the College is closed, responses will be due on the next day the college is officially open, at the same time. In the event the College has a delayed opening on the proposal due date, the response date and time will not change.

1.3 ISSUING OFFICE AND PROCURMENT OFFICER

Bids shall be delivered to:

The Community College of Baltimore County
Purchasing Office, Administration Building, Room 209A
7200 Sollers Point Road
Baltimore, MD 21222-4649

The sole point of contact for purposes of this IFB is the Procurement Officer or her representative (hereafter may be referred to as Procurement Officer) designated on the cover page of the RFP. Only information communicated by the Procurement Officer shall be deemed the official position of the College. No college employee, official, or representative has authority to change the requirements of this solicitation except the Procurement Officer. Any attempts to circumvent this procedure in any manner may be grounds for disqualification of the offeror(s) from the procurement process.

All questions and inquires regarding this proposal must be submitted to the Procurement Officer in writing, preferably email.

1.4 DELIVERY OF PROPOSALS

Proposals may be hand delivered, express mailed or otherwise sent to arrive prior to the proposal due date/time as stated in Section 1.2 to The Community College of Baltimore County, Purchasing Office, Building A, Room 209, 7200 Sollers Point Road, Baltimore, MD 21222-4649. Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Purchasing Department.

1.5 CLOSING DATE

The closing date is stated in Section 1.2. Proposals shall be addressed as stated on the cover page of this RFP with the respective RFP number clearly marked on the outside of the sealed package and the Offerors name and address. Proposals arriving after the closing time and date will not be considered. There will be no formal proposal opening.

1.6 PRE-PROPOSAL CONFERENCE

There will be one Pre-Proposal Conference held in conjunction with this RFP. This conference will be held as scheduled in Section I. 2. Attendance at the Pre-Proposal Conference is not mandatory. Refer to the CCBC website on www.ccbcmd.edu for a campus map for parking areas; ***park in areas marked with white stripes only***.

1.7 QUESTIONS AND INQUIRIES

All questions and inquiries should be submitted as they occur. The questions and any responses specific to the terms and conditions, process, procedures, or specifications will be issued to offerors in the form of an Addendum to the RFP. All such questions and inquiries must be submitted in writing to the Issuing Officer stated in Section 1.3 by the date and time indicated in Section I.2. Any clarifications or changes to this solicitation will be in an Addendum, posted on eM@rylandMarketPlace found at <https://ebidmarketplace.com>. Questions received after the deadline will be answered only as time and circumstances permit.

1.8 DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 120 days following the closing date for this RFP. This period may be extended by mutual written agreement between the Offeror and CCBC.

1.9 TERM OF CONTRACT

This contract shall be for a period of one year commencing on the date of the Notice to Proceed. CCBC shall have the option to extend the contract for 2 additional 1-year terms, said option(s) to be exercised at the sole discretion of CCBC. In the event CCBC elects to exercise any one or more of the said options, the Contractor shall be notified in writing at least ninety (90) days prior to the end of the term of the contract.

1.10 EQUAL EMPLOYMENT OPPORTUNITY

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, gender or sexual orientation. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, gender or sexual orientation. The contractor will comply with E.O. 11246 as amended by E.O. 12935.

1.11 EVALUATION OF PROPOSALS

A contract award will be made to the **responsible** bidder whose **responsive** proposal best meets the needs of CCBC as set forth herein. All proposals will be evaluated by a CCBC Evaluation and Selection committee. The basis for evaluation is specified in detail in Sections 5 and 6 of this Request for Proposals. In addition, at the request of the committee, proposal evaluations by the committee may be augmented by oral presentations by the offeror and/or visits to locations currently using this service. The committee may request clarifications of statements contained in any or all proposals. Responses to such requests for clarification become part of the respective proposal. After considering the factors set forth in this RFP, the committee will make recommendations to the Director of Purchasing for contract award.

1.12 ACCEPTABLE AND UNACCEPTABLE PROPOSALS

CCBC reserves the right to reject any or all proposals received. Non acceptance of a proposal will mean that one or more others were deemed more advantageous to CCBC or that all proposals were rejected. Offerors' proposals determined by the committee to be non-responsive shall be so notified.

1.13 FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

The contract to be entered into as a result of this RFP (the "Contract") shall (a) be by and between the successful offeror and the Board of Trustees of The Community College of Baltimore County, (b) include standard contract terms set forth in this RFP, and (c) incorporate the provisions of this Request for Proposal, including any amendments or changes. In the event of a conflict between the terms of this RFP and the contract, the terms of the contract shall govern. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP. Failure to

do so shall be deemed a waiver of any rights to subsequently modify the terms of performance except as specified in the RFP.

The contents of the proposal (including persons specified to implement the project) submitted by the successful offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase order or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations. Under these conditions, CCBC reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal.

1.14 ANNOUNCEMENT OF AWARD

The award will be announced in accordance with the schedule in Section 1.2.

1.15 NEWS RELEASES

News releases pertaining to this procurement or any part of the subject shall not be made without prior written approval of the CCBC Purchasing Department.

2. STANDARD TERMS AND CONDITIONS OF THE CONTRACT

2.1 CONTRACTOR'S DUTIES

The Contractor shall be an independent contractor and not an employee of CCBC, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall perform the services/provide the products as outlined here. The Contractor's services/products will be provided in a manner that is satisfactory to CCBC in its sole discretion.

2.2 CONTRACTOR'S REPRESENTATIONS

The Contractor hereby represents the following:

2.2.1 The Contractor is an organization, duly formed and validly existing under the laws of a State of the United States and is qualified to do business, and is in good standing, in the State of Maryland.

2.2.2 The Contractor has the power and authority to provide the services contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this RFP and any additional written agreement(s), which represent the entire contract between the Board of Trustees of The Community College of Baltimore County and the Contractor.

2.2.3. The person executing this Contract for the Contractor warrants that he/she is duly authorized by the Contractor to execute this Contract on the Contractor's behalf.

2.2.4. The services to be provided under this RFP and the contract shall be performed competently and due care, and in accordance with all applicable laws, codes, ordinances and regulations; and/or the goods to be delivered shall comply

with the implied warranties of merchantability and fitness for use, and all express warranties created by this RFP and the contract.

2.2.5. The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this RFP and the contract, and shall present such licenses to CCBC upon its request for the same.

2.3 TERMINATION FOR CONVENIENCE.

CCBC may terminate the contract, without cause, by providing written notice thereof to the Contractor at least 30 days prior to the intended date of termination, which shall be set forth in the written notice, at the addresses set forth above, or at such other addresses as may be later designated by the parties in writing. In the event of termination, without cause, the Contractor shall be paid for services rendered in a manner satisfactory to CCBC through the date of receipt set forth in the written termination delivered to the non-terminating party.

2.4 INSURANCE

The Contractor shall be required to maintain the insurance coverage set forth therein, while this contract is in force, and provide documentation of such insurance in a form satisfactory to CCBC.

The Contractor shall be required to carry professional liability or errors and omissions insurance while this Contract in force, and provide evidence of such insurance at the request of CCBC in a form satisfactory to CCBC. Specific insurance requirements are set forth in Section 3.18.

2.5 DEFAULT

The term "Default" as used in this RFP and the contract shall mean the occurrence or happening, from time to time, of any one or more of the following:

.1 Representations and Warranties.

Any representation or warranty, expressed or implied, contained in this RFP and the contract shall prove at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.

.2 Compliance with Covenants and Conditions.

Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this RFP and the contract.

.3 Progress of Eligible Activities.

Progress of Services and/or Delivery of Goods is not being made in good faith and, in a manner acceptable to CCBC.

.4 Conditions Precedent to Any Disbursement.

Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

2.6 REMEDIES FOR DEFAULT

2.6.1. CCBC shall have the right upon the happening of any Default, without providing notice to the Contractor:

.1 To terminate the contract immediately, in whole or in part, and, in addition to any other available rights or remedies;

.2 To suspend the Contractor's authority to receive any undisbursed funds;

.3 To proceed at any time or from time to time to protect and enforce all rights and remedies available to CCBC, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this RFP and the contract, or for damages or other relief or proceed to take any action authorized or permitted under applicable law or regulations.

2.6.2 Upon termination of the contract for default, CCBC may pay the Contractor for satisfactory performance of the services and/or delivery of the goods, less the amount of damages caused by the default, all as determined by CCBC in its sole discretion. If the damages exceed compensation, CCBC may pursue any and all remedies available under this section as well as any remedies at law or in equity.

2.7 REMEDIES CUMULATIVE AND CONCURRENT

No remedy herein conferred upon or reserved to CCBC is intended to be exclusive of any other remedies provided for in this RFP and the contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this RFP and the contract, now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to CCBC shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to CCBC may be exercised from time to time as often as may be deemed expedient by CCBC.

2.8 CONFIDENTIAL INFORMATION

The term "confidential information" shall include all non-public documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future CCBC business, services and clients. The Contractor hereby agrees to maintain all such confidential information in trust and confidence and agrees that it will not disclose such information to any person, firm, corporation or entity during or after the terms of this RFP and the contract, except with the express consent of CCBC.

2.9 CONFLICT OF INTEREST

The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this RFP and the contract and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this RFP and the contract, or any extension or renewal thereof, the Contractor shall immediately advise CCBC thereof.

2.10 ASSIGNMENT AND INTERGOVERNMENTAL COOPERATIVE PURCHASE

Neither CCBC nor the Contractor shall assign, sublet or transfer its interest or obligations under this RFP or the contract to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of CCBC, nor shall this RFP or the contract be construed to create any rights hereunder in any person or entity other than the parties of the contract. Where this contract is a pricing agreement or an indefinite delivery contract, pricing will be extended to other state and local governmental agencies unless the Contractor specifically prohibits or limits such arrangements in his bid.

2.11 DELEGATION OF DUTIES

The Contractor shall not delegate his duties under this RFP and the contract without the prior written consent of CCBC, which consent shall not be unreasonably withheld.

2.12 INDEMNIFICATION

The Contractor shall indemnify and hold harmless CCBC, its Board of Trustees, its employees, agents and officials, from any and all claims, suits, or demands including attorney fees which may be made against CCBC resulting from any act or omission committed in the performance of the duties imposed upon and performed under the terms of this Contract by the Contractor or anyone under contract to the Contractor to perform duties under this Contract. The Contractor shall not be responsible for acts of gross negligence or willful, misconduct committed by CCBC, its Board of Trustees, employees, agents and officials.

2.13 INTEGRATION

This RFP and the contract set forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to the contract. No waiver, modification or amendment of the terms of this RFP and the contract shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

2.14. FEE PROHIBITION

The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure the contract, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of the contract. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless CCBC, its employees, agents and officials, from all such claims, suits or demands.

2.15 NO PARTNERSHIP

Nothing contained in this RFP and the contract shall be construed in any manner to create any relationship between the Contractor and CCBC other than expressly specified herein and the Contractor and CCBC shall not be considered partners or co-ventures for any purpose on account of this RFP and the contract.

2.16 WAIVER OF JURY TRIAL

The contractor and CCBC hereby waive trial by jury in any action or proceeding to which CCBC and/or the contractors are parties arising out of or in any way pertaining to this RFP and the contract. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to the contract. This waiver is knowingly, willingly and voluntarily made by CCBC and the contractor and CCBC and the contractor hereby represented and warrant that no representations of fact or opinion have been made by an individual to reduce this waiver of trial by jury or to in anyway modify or nullify its effect. CCBC and the contractor further represent and warrant that they have been represented in the signing of the contract and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

2.17 GOVERNING LAW

This RFP and the contract shall be governed and construed in accordance with the Maryland law. The form of the Contract is attached at the end of this RFP.

2.18 MEDIATION AND ARBITRATION

Except for the right of Contractor to bring suit on an open account for simple monies due Contractor, any dispute arising under this Agreement shall be resolved through a mediation-arbitration approach.

The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. If mediation is unsuccessful, the parties agree that the dispute shall be decided by binding arbitration under the rules of the American Arbitration Association. The decision of the arbitrators shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. Costs and fees associated with the mediation shall be shared equally unless otherwise agreed, in writing, by the parties. CCBC's obligation to pay a share of the costs and fees associated with mediation is subject to the availability of adequate funds which can be used to pay such costs and fees.

2.19 SEVERABILITY

If any of the provisions in this RFP and the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

2.20 TIME IS OF THE ESSENCE

Time is of the essence with respect to performance of the terms and conditions of this RFP and the contract.

2.21 FUNDING

The failure of CCBC to appropriate sufficient funds in any future fiscal year to provide funds for the contract shall entitle CCBC to terminate this Contract without prior notice to the Contractor.

2.22 COUNTERPARTS

This RFP and the contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

2.23 OWNERSHIP OF PRODUCTS

All finished or unfinished work that is the subject of this Contract, including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of CCBC.

2.24 CONTRACT MODIFICATION

The Director of Purchasing may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of this contract, including but not limited to changes:

1. In any specifications (including reports, drawings, and designs);
2. In the method or manner of performance of the work;
3. In any CCBC furnished facilities, equipment, materials, services, or site; or
4. Directing acceleration in the performance of the work.

If any change under this clause causes an increase or decrease in the Contractor's cost of, or time required for, the performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. The Contractor shall assert a claim for equitable adjustment within 30 days after receipt of a written change order.

3. GENERAL INFORMATION

3.1 GENERAL INFORMATION FOR OFFERORS

3.1.1 Proposals will be received for items/services specified herein or attached hereto under the terms and conditions of this RFP and general specifications as attached.

3.1.2 Proposals must be made in the official name of the firm or individual under whom business is conducted, showing official business address and signed by a legally authorized representative. Business organizations must indicate place and date of formation, and of its good standing, authorized to do business in the State of Maryland.

3.1.3 Each offeror must furnish all information required by this RFP. Erasures or other changes must be initialed by the authorized signatory of the proposal. Proposals signed by an agent of the offeror must be accompanied by evidence of the authority of the agent.

3.1.4 This RFP creates no obligation on the part of CCBC to award a contract or to compensate offerors for proposal preparation expenses. CCBC reserves the right to reject any and all proposals, in whole or in part, received as a result of this RFP, to waive minor irregularities, to negotiate in any manner necessary to best serve the interest of CCBC. Further CCBC reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

3.1.5 Once a contract is awarded, offerors may not subcontract or assign, in whole or in part, any portion of this contract without the prior written permission of the Director of Purchasing.

3.1.6 CCBC reserves the right to award a contract based upon the proposals received without further negotiations. Offerors should, therefore, not rely on having a chance to negotiate any change to their proposals.

3.1.7 Before the award of a contract, CCBC may require an offeror to submit evidence of any information related to the financial, technical, and other qualifications and abilities of the offeror.

3.2 ADDENDA

CCBC reserves the right to amend this RFP at any time prior to the due date. Any necessary additions or corrections to this RFP will be issued in Addenda and shall become part of the solicitation document. All Addenda shall be posted on eMaryland Marketplace. An Addenda Acknowledgment form will be provided with the addenda and shall be signed and submitted with the Technical Proposal. Failure to acknowledge addenda shall not relieve bidders of compliance with the terms thereof. CCBC assumes no responsibility for oral instructions.

3.3 CANCELLATION OF THE RFP

CCBC may cancel this RFP, in whole or part, at any time prior to opening of the proposals.

3.4 ORAL PRESENTATION

At its' sole discretion, CCBC may request offerors to make an oral presentation of their qualifications, to substantiate any portion of their proposal submitted, a system demonstration, or existing site visit may be required. Offerors selected to conduct an oral presentation should be prepared to discuss and substantiate the submitted proposal, their qualifications to perform the necessary tasks for the services required and any other areas of interest relative to the proposal. The anticipated dates for Oral Presentations are indicated in Section I.2. The issuing office will schedule such presentations.

- 3.4.1 Offerors determined to be reasonably susceptible of being selected for award will be invited to make oral presentations to the Evaluation Committee.
- 3.4.2 At the time each oral presentation is scheduled, CCBC will confirm, in writing, the specifics of each offerors session, including the topics, time periods and requested personnel. At a minimum, key personnel proposed will be required to attend.
- 3.4.3 One and one-half hour is allocated for the oral presentation, of which one-half hour is allocated for questions from the Evaluation Committee.
- 3.4.4 Offerors shall provide an Overview of their oral presentation for distribution to Evaluation Committee members attending; the number of copies required will be advised in advance of the presentation.
- 3.4.5 Within 2 business days following the Oral Presentation, the offeror shall submit an Executive Summary of the oral presentation.

3.5 INCURRED EXPENSES

CCBC will not be responsible for any costs incurred by any offeror in preparing and submitting a proposal and/or product demonstrations.

3.6 ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a proposal in response to the RFP, the offeror accepts the terms and conditions set forth in this RFP.

3.7 PROCUREMENT REGULATIONS

This RFP and any resulting contract shall be governed by Sections 16-311 through 16-314 of the Education Article, Annotated Code of Maryland, as amended (the State Code.)

3.8 HARASSMENT POLICY

The Contractor has the responsibility of ensuring that his/her employees, and any subcontractors' personnel, conduct themselves in a manner consistent with an academic working and learning environment, including, but not limited to prohibiting any form of sexual harassment by its employees or employees of any subcontractor.

3.9 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offerors proposal to meet the requirements of the RFP.

3.10 MULTIPLE PROPOSALS

Multiple proposals will not be accepted.

3.11 SPECIAL PROGRAM SOLUTION PROPOSALS

This is intended to allow an offeror's innovations or creativity outside of the RFP to be stated. These solutions should be described separately under a section labeled "SPECIAL PROGRAM". No "beta" items or next generation technology that is "almost" here will be considered. CCBC is interested in changes and improvements, creative or innovative programs that would demonstrate a significant change, improvement or new

technology for consideration/breakthrough advancements to the products, services and equipment being offered. Such items, but not limited to, value added items, innovative ideas, new concepts, unique business features, special services, discounts, rebates, leasing, promotions, programs, etc.

3.12. EVALUATION IN ACCORDANCE WITH SPECIFICATIONS

This RFP may contain mandatory and desirable specifications. Proposals are evaluated first on whether they meet the mandatory requirements. Evaluation of that portion of proposals related to desirable specifications is the second phase of the selection process. The desirable specifications are clearly separated from the mandatory specifications in each section of the RFP. Proposals must separate responses to the mandatory specifications and the desirable specifications. Responses to each desirable specification must include a detailed explanation of how the desirable item is to be met.

Responses must coincide with the order of the specifications as presented and be numbered exactly as given to permit unambiguous evaluation.

The term "must" or "shall" is used in this document to indicate mandatory requirements. It means that the offeror's proposal is to state clearly that it meets the associated mandatory item(s); that is, the offeror is fully capable of delivering the item(s) as specified in the RFP. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.

The term "it is desirable" is used in this document to indicate features. It means that the offeror's proposal must state clearly whether it meets the associated desirable item(s); that is, whether or not the offeror is fully capable of delivering the item(s) as specified in the RFP.

3.13 OFFERORS STATEMENT OF QUALIFICATIONS

CCBC shall reserve the right to contact any reference as a part of the evaluation and selection process, to determine the ability of the offeror to meet all terms of the stated specifications. The offeror must have a minimum of three years of experience in providing the goods and/or services required in this RFP. The offeror must provide a list of no less than five client references, preferably from higher education institutions (community colleges preferred) which are equivalent in size and scope of this RFP.

References shall include the following:

- Company Name and Complete Address
- Contract or Purchase Order Number
- Contract Value Amount
- Contact Name
- Telephone Number of Contact

CCBC also reserves the right to request any other information it deems necessary to determine if the proposal is both responsive and that the offeror is responsible and fully qualified to provide the services as specified.

3.14 EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract, pursuant to this RFP, the Director of Purchasing may require an offeror to submit such additional information bearing upon the offeror's ability to perform the contract. As the Director of Purchasing deems appropriate, the Director may also consider any information otherwise available concerning the financial, technical and other qualifications of the offeror.

3.15 CONFIDENTIALITY

Offerors must specifically identify those portions of their proposal, if any, which they deem to contain confidential, proprietary information of trade secrets and must provide justification why such material should not, upon request, be disclosed pursuant to the Access to Public Records Act, State Government Article, Sections 10-611 through 10-628 of the State Code.

3.16 ARREARAGE

By submitting a response to this RFP, an offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland and/or Baltimore County, Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

3.17 TAXES

CCBC is exempt from Federal Excise Taxes and Maryland State Sales and use Taxes. CCBC's tax exemption does not extend to the successful offeror. Each offeror must determine its own tax status.

3.18 INDEMNITY AND INSURANCE

The successful offeror shall indemnify and save and hold harmless CCBC, its Board of Trustees, employees, agents and officials, against any or all loss, cost, damage, claim, expense or liability whatsoever, related to the acts or omissions of the successful offeror with respect to the contract. The indemnification obligation of the successful offeror shall include but not be limited to injuries to individuals and the property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful offeror shall cover the acts or omissions of any subcontractors hired by the successful offeror. Furthermore, the indemnification obligation of the successful offeror shall survive termination of the contract for any reason.

The successful offeror shall secure, pay the premiums for, and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract.

- a. Workmen's Compensation Insurance as required by laws of the State of Maryland.
- b. Comprehensive General Liability Insurance with limits of not less than:

Bodily Injury:	\$1,000,000 each occurrence;	\$1,000,000 aggregate
Property Damage	\$ 100,000 each occurrence;	\$ 250,000 aggregate

- c. If automotive equipment is used in the operation, Comprehensive Automobile Liability Insurance with limits of not less than:
- | | | |
|-----------------|-----------------------------|-----------------------------|
| Bodily Injury: | \$ 300,000 each person; | \$1,000,000 each occurrence |
| Property Damage | \$ 100,000 each occurrence; | |

Each of the above policies with the exception of Workmen's Compensation shall (a) include CCBC as an additional insured, as respects operations under the Contract; (b) cover the premises occupied by the contractor; and (c) shall cover and not exclude contractor's liability for injury to the property of the College and to the persons or property of employees, students, faculty members, agents, officers, trustees and guests of the College.

Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the Insurance Company shall notify the College in writing, 30 days in advance of the effective date of any reduction in the dollar amount of coverage, notice of non renewal, termination or cancellation of this policy". Certificates of Insurance evidencing each of the above coverage shall be delivered to the College within 15 days following the date of notice of contract award. Such certificates shall also include:

- a. The College as additional insured
- b. The requirements for advance notice of reduction in the dollar amount of insurance, non-renewal, termination or cancellation of or change in coverage.

The insurance companies providing the above coverages must be satisfactory to the College. The College and the contractor hereby waive any and all right of recovery from each other for loss caused by acts of God defined in their respective fire, extended coverage, and sprinkler leakage insurance policies.

The successful offeror shall not allow any liens filed against CCBC or the property of CCBC by a person or firm for any reason arising out of the furnishing of services or materials by the contractor. Any lien filed against CCBC or its property shall be disposed of within 30 days of its filing. Failure of the contractor to dispose of such liens within the 30-day period shall constitute default.

The actions of a contractor with third parties are not binding upon CCBC. The contractor is not a division of CCBC.

3.19 EXPANDED PRESENTATION

If necessary, CCBC reserves the rights to request an informational presentation to a selected group of college personnel. This group is not part of the evaluation committee and has no input to the evaluation committee.

4. INFORMATION REQUIRED IN PROPOSALS

The instructions set forth in this section provide the format to be followed in the preparation and presentation of the Offerors Proposal. These instructions are intended to

insure all pertinent requested information essential for evaluation is included in a straight forward manner; they are not intended to limit the contents of a proposal.

The Technical Proposal must be submitted separate and apart from the Financial Proposal. . The original for the Technical Proposal and the original for the Financial Proposal shall each be marked as “ORIGINAL”, and each copy shall be marked “COPY”.
NOTE: The “Original” Proposal for each volume shall prevail.

Combining of technical and financial information or failure to submit the volumes separately sealed will result in the response being deemed NON-RESPONSIVE. CCBC reserves the right to photocopy or duplicate additional copies of any or all parts of the proposal for the evaluation and selection process.

4.1 TRANSMITTAL LETTER

A transmittal letter must be prepared on the offeror's business stationery should accompany the proposal, and shall be included with the original. It is not required for the copies. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is legally authorized to bind the firm to all statements, including services and prices, contained in the proposal.

4.2 TWO-VOLUME SUBMISSION

The selection procedure for this procurement requires that the technical evaluation of the proposals be conducted before the financial cost data are opened and scored. Consequently, the technical proposal and the financial proposal must be **submitted in two separate volumes, with the “Original” for each volume clearly marked.** Each volume is to be separately bound and pages must be numbered. Each volume shall contain a title page and Table of Contents. Proposals shall be prepared on standard 8 ½ x 11 inch paper using an appropriate word processing and spreadsheet applications, i.e., Word (version 6.0 or higher) and Excel (version 5.0 or higher). Text must be single spaced, printed one-side only with one-inch margin on each side.

4.2.1 VOLUME I – TECHNICAL

An original and three copies of the Technical Proposal are to be submitted.

Include the following with the original Technical Proposal:

1. A brief transmittal letter, signed by an officer authorized to bind the firm to its proposal, with the name and title of that person.
2. The required Proposal Affidavit, executed in ink as required.

The technical volume should be prepared in a clear and precise manner. It should address all evaluative criteria found in Section 5 and Section 6.3.1 of this RFP, except for the financial information. This volume consists of and must contain the following sections:

.1 EXECUTIVE SUMMARY AND STATEMENT OF UNDERSTANDING

This should consist of a concise non-technical summary providing an overall understanding of the RFP; highlight the important features of the

Proposal services as they relate to the RFP; and management overview of the proposal. It is of prime importance that offerors use this section to qualify any special interpretations or assumptions they have made in addressing the RFP requirements, specifically state any known limits to responding to the CCBC objectives, and identify any component(s) of the RFP to which the contractor cannot respond. The truthfulness of the submittal will be a factor in the selection of a successful contractor.

.2 OFFEROR'S BACKGROUND

The Offeror should provide background information about the company. Included should be information about past experiences with providing similar requirements. Include information outlining why your firm would be the best qualified to meet the requirements of CCBC.

.3 FINANCIAL STABILITY

- a. Provide either a current D & B report on your firm or the most recent audited financial statements or documented evidence of financial stability to assure required performance.
- b. Submit a listing of all jobs in which the bidder is presently, or has been within the past five (5) years, involved in litigation. Include the parties involved, the nature of cases(s), the dollar amount(s) and the status thereof. If none, state "None".

4.3 VOLUME II – FINANCIAL

An original and three copies of the Financial Proposal are to be submitted using the form provided, sealed separate and apart from the technical volume, clearly marked with the words "Financial Proposal," and the RFP number and title. It must contain the following sections:

4.3.1 FINANCIAL PROPOSAL

If the proposal requires payment by CCBC for the services requested, the offeror shall provide CCBC with the total cost and associated services, along with all necessary details.

4.3.2 SUBMITTAL

The offeror must submit the required number of copies of his proposal by the closing time and date specified in Section 1.2.

4.3.3 CONFLICT OF INTEREST STATEMENT

Acquisitions from a business in which a CCBC employee has an interest are prohibited. Interest is deemed present if the employee and/or the spouse or minor children own assets in the offeror's business. A copy of the Conflict of Interest Statement is in the Project Proposal Forms Section. An exception may be requested. Such a request must include full disclosure of the circumstances of the request.

5. SCOPE OF WORK

CCBC has an open admissions policy and, as such, serves a broad range of students that vary widely in terms of age, ethnicity, socioeconomic status and goals which contrasts sharply with many four-year colleges. This presents a distinct set of communication and service challenges. With these challenges in mind, CCBC is seeking a consultant to assist the college in the first phase of re-inventing its public facing Web site and the processes that support it so that it will better serve our students.

The college's ultimate aim is to improve user experience by fielding a new site that is organized more efficiently, contains more dynamic and engaging content and is more up-to-date in its visual presentation. The college recognizes however, that restructuring the way we go about the business of maintaining and developing the site in the future is of equal importance. Therefore, CCBC seeks guidance not only in redesigning its Web site, but also in making substantive changes in its Web management strategies and site governance policies.

The college has identified goals and begun the process of realigning resources. Specific goals for the overall Web redevelopment initiative are to build a site and support strategies that:

- Attract prospective students and engage them in the decision-making process;
- Provide efficient access to Web resources for current students and other key audiences such as alumni, community businesses and donors;
- Elevate CCBC's perception/brand/credibility;
- Communicate the true breadth and depth of CCBC programs and outcomes;
- Improve the ability to measure marketing results via the use of Web metrics; and
- Streamline content publishing.

The overall Web redevelopment initiative will involve two phases. This solicitation is Phase I and involves assessing the college's needs through user research and business process review; providing specific consulting deliverables related to Web management, site governance and CMS technology recommendations based on assessed need; and the design of a new information architecture (IA) for the future site.

Phase I pertains only to the college's public facing Web site (www.ccbcmd.edu). It does not affect other aspects of the college's online geography, including myCCBC (student portal), SIMON (Banner-Web interface which provides online registration, class schedule search) BlackBoard (instructional environment) and others.

CCBC expects demonstrable value to be evident in the timely performance of this contract.

Note: Following the Phase I assessment and planning, the college will issue a separate solicitation to be advertised on eMM. Phase II will focus on the design, development and implementation of the new site.

5.1. BACKGROUND

5.1.1 Web management

As in many higher education institutions, CCBC's Web site was created and managed for years within IT. There, it developed as a support application for various departments and offices to publish content as each deemed necessary rather than as the product of a cohesive college-wide communications and customer service strategy. In 2007, the college shifted oversight of the site to the Public Relations department. The goal was then, and continues to be, to more closely align the site with the college's strategic communication and customer service goals.

The current site is created and maintained by nearly 150 content contributors in departments throughout the college using a content management system which was developed internally (refer to 5.1.2). Typically, a department will have one or more "CMS editors" who create pages and update the department's section of the college site. Their work is usually approved by a departmental "midlevel approver." Final approvals come from the two-person Web team at which point the new/updated pages are published. The entire site and the editing, permission and approval processes central to the college's content management model are managed by this team, consisting of the *Web Master* and the *Web Specialist*, as are any ongoing development projects. They are also responsible for site tracking using a combination of Google Analytics and AWstats.

The college is in the process of adding two additional positions to the Web team: *Web Developer* and *Content Manager*. The Web Team reports through the Marketing Communications office within the Public Relations Department to the Enrollment and Student Services division.

5.1.2 Current CMS and Future Needs

The CMS currently in use at CCBC, known simply as "CMS," was developed internally by the college's IT staff and was implemented in 2003. It has been supported by IT since that time. It is a Java based system that stores all content data in an Oracle database.

The successful offeror shall provide recommendations for systems fitting the college's assessed needs (refer to 5.2.3). CCBC's primary motivations in seeking a new system are to adopt a system that:

- a) Includes vendor support for maintenance and upgrades; and
- b) Has improved functionality over the current system.

The college has compiled a list of minimum functional requirements based on years of system user feedback and direct experience. The successful offeror shall assist the college in further refining the requirements based on their Web management needs assessment and their extensive knowledge of the current CMS landscape.

The college will procure a new CMS through a separate solicitation to be issued at a later date. Implementation and training of CCBC staff for the new CMS will be handled by the CMS vendor and CCBC. The solicitation will be advertised on eMM.

5.1.3 CCBC Web Server Environment

The College supports the CMS system as a partition on an IBM p570 processor. Similarly, the College supports the www.ccbcmd.edu site as a partition on the IBM p570 processor. It is the intent of the College as an outcome of this project to relocate both the CMS system and the www.ccbcmd.edu site to dedicated Intel based systems. The College extensively uses IBM blade servers using both RedHat Linux and Microsoft Windows operating systems. The College would be equally satisfied with either of these two solutions. Alternative solutions will not be considered and will not meet the requirements of 5.2.3 below.

The College uses Oracle for the content storage of the CMS system. The College also uses and has extensive experience using Microsoft SQL/Server for many applications in use at the College. The College would accept either an Oracle or SQL/Server based content management solution. Alternative solutions will not be considered and will not meet the requirements of 5.2.3 below.

The College uses Network Appliance (NetApp) SAN devices for storage.

An important priority for this project is vendor support for proposed solutions. Open Source solutions may be proposed if support maintenance is available. Solutions which do not include maintenance support will not be considered. The College has implemented an extensive Identity Management infrastructure based on the Microsoft toolset. Any solution proposed that requires authentication must seamlessly integrate with the College's Microsoft based Identity Management infrastructure.

The College uses the Sungard Banner ERP system to support Student Registration, Financial Aid, Accounts Receivable, and other administrative tasks. The functionality of the Banner system is not a part of this RFP.

5.2 REQUIRED SERVICES

The proposal should indicate the tasks that will be accomplished and the approximate level of effort that will be required for each task. Description of effort required should indicate effort required by the Contractor's personnel and by CCBC personnel.

.1 Assess and analyze internal Web publishing processes and site governance policies and standards. **Deliver a report documenting the assessment and recommend specific policies and procedures** to address the college's needs and resources.

.2 In preparation for development of a new Web site, conduct research to determine user needs using a representative sample from among CCBC's diverse audiences including prospective and current students of all ages and levels of technical ability. This includes the recruiting of participants, development of the research model, and documentation of the study. **Deliver a report to include all data; an analysis of findings and an appropriate number of user profiles for**

target audiences. This will drive new IA development in Phase I and support the development work for Phase II.

.3 Provide objective analysis and recommendations for a new content management system that the college can adopt that will accommodate internal publishing processes and technical criteria, **delivering a comparative report ranking 3-5 options** that meet CCBC criteria and assessed needs. Assist in developing the specifications for Phase II solicitation of a new CMS system by working with CCBC staff to draft the scope of work, functional requirements and technical criteria.

.4 Analyze current manual workflow for production of the college's online catalog (www.ccbcmd.edu/catalog) and recommend possible solutions for greater automation, **delivering a report on 3-5 options with cost/resource estimates.**

.5 Assess current Web analytics solution and reporting practices. **Deliver a brief** that provides specific recommendations for producing meaningful reports to track the college's Web goals.

.6 Work with the CCBC Web team to develop formal content standards for www.ccbcmd.edu, **delivering an online manual in the form of a simple, self-contained Web site (to be hosted by CCBC). The manual will be a resource for content contributors and** approvers and will cover standards for authoring all editable page elements in terms of usability and accessibility best practices, organic SEO, consistent use of CCBC nomenclature and site taxonomy, contact information standards, linking, the use of multimedia, graphic standards etc. The college recognizes that some specific information in this manual will need to be edited or expanded based on work in Phase II. Therefore, the delivered manual should be designed for maximum ease of future updates and expansion.

.7 Conduct a content audit of the current site. **Deliver complete audit documentation and a summary analysis of results.** Work with the CCBC Web team to categorize content to be re-purposed in the new site, moved to other parts of CCBC's online environment or discarded.

.8 Layout an all new **information architecture (IA)** that will serve as a blueprint for the development of the future site, specifying its structure, hierarchy and navigation. The IA should be based on analysis of user research, content audit, college communication goals and any other need/resource assessments required. **Deliver a comprehensive sitemap for the CCBC website.** The sitemap will not show every page but should be of sufficient depth to clearly represent the architecture and serve as the basis for future development of the site. For top-tier, mission critical sections of the site, **provide wireframes and user scenarios (task analyses)** to demonstrate intended functionality. For the purposes of this proposal, assume 10 such sections.

6. MINIMUM THRESHOLD REQUIREMENTS

To be eligible to respond to this solicitation, the bidder must be regularly engaged in the business of, and have prior successful experience in providing website consulting and design services during the past three (3) years.

6.1 TECHNICAL CRITERIA are listed in relative order of importance.

.1 Firm Experiences on Similar or Relevant Projects

The offeror must include as a part of their proposal, sufficient documentation on client references and qualifications to support their ability and experience to perform the scope of work contained in the RFP. Five (5) references must be provided. Each reference must contain:

Agency Name and Complete Address
Contract or Purchase Order Number
Agency or Contact Name, to include Telephone Number
Contract Value Amount

Case Studies: From the 5 references, select three and provide a detailed case study that contains:

- **The case study cover sheet** found in Attachment A.
- A **narrative description** of the project that details the scope of work executed and how it was similar to CCBC's request, what resources the offeror brought to bear in order to meet the client's need and what results were achieved. Particular points of emphasis should include:
 - The offeror's experience in higher education, especially in regards to Web management consulting.
 - The offeror's experience with CMS products.
 - The offeror's ability to think, plan and execute in terms of Web 2.0 environments, i.e., beyond the site as simple information source.
- **Samples** of any deliverables related to the project that tangibly demonstrate the offeror's development processes and final work, including governance and standards documents, user research reports, sitemaps or other IA development tools, URLs for any sites generated as part of the project etc.

.2 Implementation

Describe the approach and resources needed to implement your recommended engagement for this project in a clear and concise manner. Address proposed project management methodology, client needs assessment, project execution and evaluation.

Attach a proposed implementation schedule with key activities and estimated milestones. Provide a Gantt chart; assume a start date of January 21, 2011. Information Architecture must be complete by August 1, 2011. Date for total completion of project, October 3, 2011.

.3 Understanding of Requirements

Provide a written narrative that evidences understanding of each RFP requirement, noting any particular, with suggested approaches for those identified.

The narrative should address why the CCBC Web Redevelopment project is of interest and how the offeror is best suited to meet the college's needs and should detail offeror's background and qualifications; offeror's interpretation of CCBC's goals, challenges and needs in the online environment; and what CCBC can expect for client services, including how the offeror is equipped and prepared to work with CCBC's in-house creative and technical staff.

.4 Personnel

Provide the names of all employees to be assigned to this project, if awarded, who shall in any way be involved with performing the work specified. For each individual listed, state their job title, their area of responsibility (and a brief resume on each), including educational background, work experience with bidding firm, previous work experience with other firms, specific experience similar to the current project, and their credentials. In addition, the offeror should complete the Key Personnel form and Anticipated Number of Hours form attached. Refer to Attachment A.

.5 Project Challenge

Select one (1) aspect of this project which your team finds to be the most challenging (other than meeting the budget) and provide the following:

- .1 A description of this one (1) aspect;
- .2 the reason your team finds it to be the most challenging; and
- .3 a description of how your team would address this challenge and the proposed recommendations.

7. EVALUATION PROCEDURE

7.1 EVALUATION COMMITTEE

An evaluation committee will be appointed by CCBC. The committee will first review each technical proposal for compliance with requirements, and then evaluate and rank each technical proposal in accordance with the criteria. The committee may request additional assistance from any source within Baltimore County or State Government. Technical offers will not be opened publicly.

7.2 QUALIFYING PROPOSALS

Offerors responding to this solicitation must meet all requirements contained herein. If the vendor does not meet all requirements, the College may classify their bid as not reasonably susceptible for award. Minor irregularities that are immaterial or

inconsequential in nature may be cured or waived whenever it is determined to be in the County's best interest. Should a proposal be found unacceptable or if an offeror is found not responsible, the proposal will not be considered further.

7.3 EVALUATION

Proposals will be evaluated on the basis of the technical and financial criteria. Upon completion of the technical evaluation and ranking of proposals, the financial information will be factored into the evaluation process to determine the final ranking. In making this determination, technical criteria will receive greater weight than price. The recommendation for award of contract will be based upon a comprehensive review and summary of all components of the evaluation process.

7.4 FINANCIAL PROPOSAL

A Financial Proposal Form has been provided. Indicate any other value-added, special services or discounts that could be combined with this RFP. All optional arrangements should be described separately. All travel expenses will be actual cost and shall not exceed the reimbursable expense rates allowable by CCBC.

7.5 FINAL RANKING AND SELECTION

The Evaluation Committee will recommend the contract will be awarded to the responsible offeror whose responsive proposal most nearly complying with all the provisions of this RFP and the criteria. The award of contract is subject to the availability of public funds and will be made only if it is in the best interest of CCBC to do so. CCBC also reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy CCBC that such Offeror is qualified to carry out the obligations of the contract therein. As stated above, CCBC reserves the right to request any additional information necessary to determine whether the Offeror is, in fact, responsive and responsible. Conditional proposals will not be accepted. CCBC reserves the right to reject any or all proposals whenever such is in the best interest of CCBC. CCBC reserves the right to waive any formalities, informalities or technicalities in proposals as deemed appropriate and necessary and which CCBC determines do not adversely affect other proposals. CCBC reserves the right to request alternate deletions or additions to offerors' proposals. CCBC also reserves the right to request a best and final offer from the best qualified firm(s) if as a result of the proposal evaluation process it is determined to be in CCBC's best interest to do so.

ATTACHMENT A
TECHNICAL PROPOSALS FORMS

KEY PERSONNEL FORM

OFFEROR: _____

POSITION TITLE	NAME	DUTIES	NUMBER OF YEARS WITH OFFEROR	NUMBR OF YEARS IN CONST. FIELD	NUMBER OF YEARS IN ASSIGNED ROLEe

ANTICIPATED NUMBER OF HOURS

OFFEROR: _____

Provide anticipated number of hours for staff for each proposed position.

POSITION TITLE

ANTICIPATED TOTAL HOURS

TOTAL HOURS: _____

CASE STUDY COVER SHEET

OFFEROR: _____

PROJECT NAME: _____

CONTACT PERSON: _____ ADDRESS: _____

TELEPHONE NUMBER: _____

CONTRACT DOLLAR VOLUME \$ _____ PROJECT START DATE: _____

PROJECT COMPLETION DATE: _____

_____ HIGHER EDUCATION _____ PUBLIC SECTOR

_____ OTHER: _____

OVERALL DESCRIPTION OF THIS PROJECT

DESCRIBE THE SIMILARITIES OF THIS PROJECT

LIST BELOW ALL PROPOSED TEAM MEMBERS WHO WORKED ON THIS PROJECT BY NAME AND POSITION:

TEAM MEMBER	POSITION HELD ON THIS PROJECT

FINANCIAL PROPOSAL

**REQUEST FOR PROPOSAL 11-013
WEB MANAGEMENT CONSULTING AND SITE PLANNING
PHASE I**

**BOARD OF TRUSTEES OF THE COMMUNITY COLLEGE
OF BALTIMORE COUNTY, MARYLAND
7200 SOLLERS POINT ROAD
BALTIMORE, MARYLAND 21222-4649**

The undersigned hereby certifies that the following items also accompany this proposal:

Statement of Collusion or Fraud
Conflict of Interest Statement

The undersigned, having carefully examined all sections and attachments to this Request for Proposal does hereby offer to furnish all labor, materials, equipment, supplies, insurance and bonds specified, and services necessary to fulfill the contract in accordance with the RFP including all addenda issued prior to date of opening of proposals, which is/are hereby acknowledged by the signature below.

The undersigned also agrees that from his/her own investigation he/she has satisfied himself/herself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation he/she fully understands the intent and purpose of the documents and conditions of this proposal. Claims for additional compensation and/or extensions of time because of the offeror's failure to follow the foregoing procedure, and to familiarize himself/herself with the Proposal Documents and all conditions, which might affect the work, will not be allowed.

CONFLICT OF INTEREST STATEMENT

The undersigned hereby affirms and attests that to the best of my knowledge, no employee and/or spouse or minor children of employee, own assets of this business, and as of this date are employed by CCBC.

Company _____

Authorized Signature _____

Date _____

ACCEPTANCE OF PROPOSAL

Additionally, the undersigned agrees that this proposal, if among the three best proposals, may be held by CCBC for a period of not exceeding 90 days from the date stated for opening of proposals.

If written notice of acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned within the time noted above, after the date of the receipt of proposals, or at anytime, thereafter, the undersigned agrees that he will execute and deliver a contract in the form prescribed by CCBC, in accordance with the proposal as accepted, and that he/she will furnish a Performance Bond with such surety or sureties as CCBC may approve, all within ten days (unless a longer period is allowed) from date of request for such bonds. The contractor will pay the premium for the bonds.

It is understood and agreed that CCBC reserves the right to award the Contract to it's best interest, to reject any or all proposals, to waive any formalities, informalities or technicalities in the RFP process, and accept or reject any or items proposed.

TIME FOR COMPLETION OF THE WORK

The undersigned agrees, if awarded the contract, to commence work within ten consecutive calendar days after date of issuance of CCBC purchase order/notice to proceed.

STATEMENT OF COLLUSION OR FRAUD

Finally, the undersigned also certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making proposal on this same service and is in all respects, fair and without collusion or fraud.

SIGNATURE OF CONTRACTOR

I certify that this bid is made without previous understanding, agreement or connection with any person, firm, and corporation making a bid for the same supplies, material and equipment and is, in all respects, fair and without collusion or fraud.

Company	_____	Signed by	_____
FEIN	_____	Name	_____
Address	_____	(printed)	_____
	_____	Title	_____
	_____	Telephone	_____
Zip + four	_____	Fax	_____
President	_____	Date	_____
Email:	_____		

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. 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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):

C. 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, or any of its employees directly involved in 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)

D. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The above 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: (Indicate the reasons why the affirmation cannot be given without qualification):

E. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the agents, servants and/or employees of the above business have:

(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 contractor or of any competitor, or otherwise taken any action in restraint of free competition in connection with the contract for which the accompanying bid or offer is submitted.

F. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with the provisions of Article 33, Sections 30-1 through 30-4 *et seq.* of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$100,000 or more shall, on or before February 1, of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

Name: _____

Address: _____

(If not applicable, so state).

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

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

J. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is furnished to the Purchasing Agent and that nothing in this Affidavit or in any contract arising from this bid or proposal shall be construed to supersede, amend, modify or waive the exercise of any statutory right or remedy 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.

Date: _____ By: _____

Affiant)

(Authorized Legal Representative and

Federal Employer Identification Number (FEIN): _____

THE COMMUNITY COLLEGE OF BALTIMORE COUNTY
WEB MANAGEMENT CONSULTING AND WEBSITE REDEVELOPMENT
REQUEST FOR PROPOSAL NO: 11-003

NO BID REPLY FORM

Company Name: _____ **Date:** _____

To assist us in obtaining competition on our request for bids, we ask each offeror who declines not to bid, state their reason(s) below. This information will not preclude your firm from submitting on future solicitations.

Thank you for your consideration.

We hereby submit a "NO BID" because:

_____ We do not wish to participate in the solicitation process.

_____ We are unable to participate in this solicitation because of insufficient time.

_____ We do not wish to Bid under the terms and conditions of the RFP documents.
Please comment:

_____ We do not sell the items/services for which a proposal is requested.

_____ We do not feel we can be competitive.

_____ We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

_____ We do not wish to sell to the CCBC.
Reason:

_____ Other:

REPRESENTATIVE SAMPLE ONLY

THE COMMUNITY COLLEGE OF BALTIMORE COUNTY CONTRACT

1. This contract, made as of the _____, by and between THE COMMUNITY COLLEGE OF BALTIMORE COUNTY (CCBC) 7200 Sollers Point Road, Baltimore, Maryland 21222-4694, and the Contractor:

(Name)

(Address)

(City) (State) (Zip)

The parties hereby agree as follows:

2. Scope of Contract: CCBC hereby retains the Contractor **to provide _____ in accordance with the specifications and _____ which is hereby incorporated into and made a part of this agreement.**
3. Contract Term: The term of this Contract shall begin on the date of the Notice to Proceed and shall terminate one year later unless extended by selection by CCBC of an available option period.
4. Compensation and Payment:
 - a. As compensation for satisfactory performance of the work described in Paragraph 2 above, CCBC will pay the Contractor total compensation not to exceed \$_____.
 - b. The undersigned understands that no taxes will be withheld and that he is responsible for the payment of taxes.
 - c. Invoices, vouchers or other written requests must be submitted with any necessary documents to substantiate requests for payment for services rendered.
 - d. Federal Employee Identification Number (Social Security Number) is_____.
5. Contract Modification: The Director of Purchasing may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make any change in the work within the general scope of this contract, including but not limited to changes:
 - a. In any specifications (including reports, drawings, and designs);
 - b. In the method or manner of performance of the work;
 - c. In any CCBC furnished facilities, equipment, materials, services, or site; or
 - d. Directing acceleration in the performance of the work.

If any change under this clause causes an increase or decrease in the Contractor's cost of, or time required for, the performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. The Contractor shall assert a claim for equitable adjustment within 30 days after receipt of a written change order.

6. Non-Hiring of Employees: No employee of CCBC 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 CCBC or any unit thereof.

7. Disputes: Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the Director of Purchasing's decision. Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Director of Purchasing within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Director of Purchasing its written claim containing all relevant information.
8. Maryland Law Prevails: The provision of this contract shall be governed by the laws of Maryland.
9. Non-Discrimination in Employment: CCBC actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, color, religion, national origin, or political affiliation. The Contractor shall not discriminate in any manner against any employee or applicant for employment because of race, sex, color, religion, national origin, or political affiliation.
10. Multi-Year Contracts: If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract and the Contractor may not recover costs incurred after termination.
11. 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 of hindrances, from any cause whatsoever during the progress of any portion of the work specified in this Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Director of Purchasing, with the approval of the agency head or designee, may decide.

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, either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with CCBC, 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.
12. Payment of CCBC Obligations: Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after CCBC's receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.
13. Financial Disclosure: Not used.
14. Political Contribution Disclosure: Not used.
15. Warranties: Warranties and Representations in the response to the IFB/RFP are incorporated and no material changes have been made to those warranties and representations as of the date of this contract.
16. Compliance with Laws: The Contractor hereby represents and warrants that:
 - a. It is qualified to do business in the Baltimore County and 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 shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract.

17. Entire Contract: This contract represents, in its entirety, the mutual understanding of the parties. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same is in writing and signed by the parties. In the event of conflict of terms between this contract and any incorporated or referenced document the terms of this contract shall prevail.

Contractor: _____
(Name of Contractor)

By: _____
(Signature)

Title: _____

Date: _____

Agency: **THE COMMUNITY COLLEGE OF
BALTIMORE COUNTY**

By: _____
(Signature)

Title: Director of Purchasing

Date: _____