

Request for Proposals #19-11

**Website Redesign and Content Management**  
**System**



**RELEASED:**  
**February 28, 2019**

**RFP RESPONSES DUE BY:**  
**March 21, 2019 2PM**

**DELIVER TO:**  
Cape Cod Community College  
Attn: Procurement Department, RM 115  
2240 Iyannough Rd.  
West Barnstable, MA 02668

## General Information and Proposal Submission Requirements

Cape Cod Community College (CCCC), an agency of the Commonwealth of Massachusetts, is soliciting proposals for the redesign of the College's website and the migration of its web content to a new content management system hosted in the cloud.

Unless otherwise specified in this RFP, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all price proposals or figures in U.S. currency. All times listed in this RFP are Eastern Standard Time. All responses must be submitted in accordance with the specific terms of this RFP. No electronic responses may be submitted in response to this RFP.

**Three (3) copies of Non-Price Proposal and one (1) copy of sealed price proposal must be submitted on the forms supplied by the College for receipt NO LATER THAN March 21, 2019 at 2 P.M., at which time the Chief Procurement Officer (or his/her designee) will open the non-price proposals in the presence of one or more witnesses. Price and non-price proposals must be submitted in separate envelopes. Mail or deliver proposals, SEALED AND NOTING "RFP# 19-11 Website Redesign and Content Management System" to Cape Cod Community College ATTN: Procurement Department, RM115 at 2240 Iyannough Road, West Barnstable, MA 02668. No fax or email responses will be accepted.**

Prices quoted must be available for acceptance for at least ninety (90) days after the proposal opening date unless otherwise noted in your proposal.

Proposers are prohibited from communicating directly with any employee of the College except as specified in this RFP and no other individual employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFP. Proposers may email the contact person at [procurement@capecod.edu](mailto:procurement@capecod.edu), for this RFP in the event this RFP is incomplete or the proposer is having trouble obtaining any required attachments electronically through COMMBUYS.

Should the proposer find discrepancies in or omissions from the specifications, or shall be in doubt as to their meaning, he/she shall at once notify the College procurement email. The College will not be responsible for any oral instructions. In turn, if the College desires, it will post responses on COMMBUYS.

The College reserves the right to accept the proposal deemed best for the Commonwealth of Massachusetts and the College. The College will award the proposer with the most advantageous proposal, after a comparison of the technical merits and the price of each proposal from a responsive and responsible proposer.

**Schedule of RFP Events**

<b>Action:</b>	<b>Due Date / Time (EST)</b>
CCCC issues RFP	February 28, 2019 by 4:00 PM
Proposer Questions Due	March 12, 2019 by 2:00 PM
CCCC will Respond to Questions by	March 14, 2019 by 4:00 PM
RFP Responses Due	March 21, 2019 by 2:00 PM
Notification Date for Finalists Presentations – <b>IF NEEDED</b>	March 25, 2019 by 4:00 PM
Presentations tentatively scheduled for	March 28-29, 2019
Notification of Award on or before	April 10, 2019 by 4:00 PM
Fully Executed Agreement on or before	April 17, 2019 by 4:00 PM

**Unforeseen Office Closure**

If, at the time of the scheduled proposal deadline, the college is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal deadline will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time.

**Presentation/ Demonstration**

During review of all proposals, the Evaluation Committee may wish to interview the responsive and responsible proposers.

Reimbursement for expenses incurred for this interview will not be forthcoming to either the awarded Vendor or any other candidate asked to be interviewed. The College reserves the right to change the interview period or to extend the dates during which interviews may be undertaken. You should be prepared to meet in the days indicated in the schedule above.

**About Cape Cod Community College**

Cape Cod Community College (CCCC), founded in 1961, delivers educational programs and services to meet the diverse needs of the residents of Cape Cod, the Canal Region, the islands of Martha's Vineyard and Nantucket, and the Greater Plymouth Area. CCCC is the only comprehensive college on Cape Cod and offers Associate of Arts, Associate of Science, Associate of Applied Science degrees and academic certificate programs in a wide variety of areas.

In addition to providing access to high quality higher education, the College plays a critical role in community-building and cultural events for our service area. In the last year, our Tilden Arts Center hosted over 300 events for the community free of charge or at discounted prices. The Higgins Art Gallery mounts public fine-art exhibits each year. The Academy for Lifelong Learning has provided educational and social opportunities for thousands of senior citizens since 1987. The College is home to the Lyndon P. Lorusso Applied Technology building, a state-of-the-art teaching and learning facility. Representing the College's commitment to environmental sustainability, it was the state's first LEED (Leadership in Energy and Environmental Design) certified "green-building" ever built with state dollars.

CCCC is one of 15 public community colleges in Massachusetts operating under the jurisdiction of the Department of Higher Education (DHE). The College is governed by an eleven-member board of trustees appointed by the Governor. Appointments are for five-year terms, renewable for one additional term. Trustees are not compensated and do not have any financial or business interest in the college.

## Scope of Work

### Statement of Work

Cape Cod Community College (CCCC) is seeking proposals from website, digital, and technology providers with strong experience in higher education for a project to plan, execute, and deliver the redesign of a new public-facing web presence/site that will serve as the College's primary marketing tool in driving enrollment and delivering public information. CCCC recognizes the importance of our website, capecod.edu, in meeting the needs of the College's goals and objectives, as well as its critical role in serving as a marketing and recruitment/retention enrollment tool. Our front page is often the first impression of our College for prospective students and their families. The current web presence does not accurately convey the exceptional work our College does in and out of our classrooms for the thousands of students and community members we serve every year.

Cape Cod Community College's current website is hosted on a content management system that is more than ten years old. As time has passed, the CMS and functionality of the site no longer reflects best practices of a modern online experience, including not being responsive and mobile-friendly.

### Target Audiences

- Our **primary target audience** for the new public-facing web presence for Cape Cod Community College will be prospective students across two different populations: those seeking credit courses to pursue academic degrees, those seeking non-credit courses to earn professional credentials.
- Our **secondary target audience** includes current students, staff, faculty, administrators, and parents of prospective and current students, members of the media and accreditation agencies.
- Our **tertiary target audience** includes potential donors and alumni.

### Key Objectives

This project is to design and develop a new public-facing site for Cape Cod Community College that is user-centered and content-focused.

The project has two key College stakeholders for day-to-day management: Information Technology and Strategic Communications and Marketing. The College's Office of Strategic Communications and Marketing will govern all site content, including copy and owned/stock photography, and Information Technology will manage technology aspects of the site, page template maintenance and design support, and regular maintenance. The College would like responses to include cloud-hosting services and managed services for regular maintenance, which should be indicated in the price proposal form-Attachment F.

The selected provider must manage the discovery, strategy, design, build, migration/implementation of content, and launch phases under the direction of Cape Cod Community College's Offices of Strategic Communications and Marketing and Information Technology.

## Standards Required for Proposals

The new website must be designed with careful attention to detail, placing content, usability, accessibility, web standards, and progressive enhancement as the highest priorities. It must use current web technologies, standards, and best practices.

1. **Responsive Web Design:** The new website must employ responsive web design so that our content can meet users where they choose to access it. All users must be delivered an optimized experience regardless of the device they use to access our sites.

2. **Content Management System:** The proposed and implemented content management system must support the activities and varying skills levels of content owners and users. It must:
  - a. allow easy role scoping to limit users' access to sections of the site
  - b. permit version tracking and editorial oversight
  - c. allow for the creation of dynamic, time-sensitive posts, as well as static, long-term pages
  - d. it must be easily extensible to allow for future growth or changes in site functionality
3. **Content Focused:** The design and information architecture of the new website must support content and high-quality user experience. Pages must ultimately serve as a means for quickly and efficiently obtaining useful information about the College.
4. **In-House Governance and Content Ownership:** Upon deployment of the new website, the Office of Strategic Communications and Marketing and division/departamental leadership will assume full responsibility for content ownership and maintenance of sites assigned to them. The final product must support this aim and must be easily extendible and coded in a manner that supports this. All content, templates, unique code, and graphics will become the sole property of Cape Cod Community College.
5. **Interoperability Requirements:** the new website must securely be interoperable with College digital academic learning systems and major payment processing/ecommerce vendors (Jenzabar, Moodle, Nelnet, etc...)
6. **Required Features:** The new website must integrate with the College's event calendar.
7. **Search Engine Optimization (SEO):** The provider is expected to conduct a full SEO analysis, keyword research, etc..., to present recommendations for SEO and implement, as approved to do so by the Office of Strategic Communications and Marketing. Content must be optimized for organic search (external search engines and onsite search) using effective metadata, URL's, title tags, and keywords. Please note that the College currently uses a Google product for internal site search that is no longer supported. This service will need to be replaced on the new site.
8. **Accessibility:** the new website must meet and easily be maintained in adherence with all federal and state guidelines for web accessibility for all audiences including those with visual impairment, hearing impairment, and any other protected class of individuals with a disability.
9. **Cloud Based Server Hosting and Managed Services:** the College wishes to move hosting of the website off our internal server and onto to a cloud-based server with services for regular maintenance from the provider.

### **Provider Qualifications**

Providers must possess strong higher education experience and must be able to provide examples with at least 3 (three) higher educational institutions with active websites.

### **Requirements for Proposals**

Proposal submission should include the following:

- 1) Provider must submit a detailed summary of the company's understanding of the statement of work and ability to fulfil the standards required for this RFP (see pp.3-4).
- 2) Provider must list the following information:
  - Examples of at least 3 (three) higher education active websites the provider has produced that best reflect work and relevancy to this project. These examples must demonstrate substantial capabilities with assessment and design within a higher education environment to effectively reach and engage prospective students, parents, the business community, alumni, high school guidance counselors, prospective faculty and staff, etc...
  - The role the company played in each project.

- The reference information for at least 3 higher education clients. References must be entities for which the proposer has developed a website that is currently in use.
- The firm's organizational capacity to produce the college's website (e.g. staff, equipment, software, areas of expertise, etc...)
- The number of full-time staff the company employs.
- The company profile, length of time in business, and core competencies.
- The team that will be assigned to the college's project, including the number of employees that will make up this team and each person's role, as well as a brief background summary for each key staff member.
- Offer a portfolio of services that includes digital and content strategy services, web usability and user experience, responsive web design and development.
- All required attachments included in the RFP.

### **Project Approach, Schedule, and Timeline**

Below is a drafted outline of recommended project tasks, timelines, and schedules (subject to change via vendor feedback and expertise). Please note that client stakeholder interviews and community feedback on usability and user experience has already been gathered by the College:

#### **Research and Discovery (April 2019 – late-May 2019)**

##### 1. Project kickoff meeting

The provider and the organization's project teams must meet to discuss timeline and resource allocation, identify any potential project risks and produce a project plan/schedule. *Assistance with this will be coordinated with the Office of Strategic Communications and Marketing.*

##### 2. Web traffic analysis

Providers must conduct a thorough review of available web traffic/analytics data for Cape Cod Community College's website to observe trends and understand site visitor activity. *Assistance with this will be coordinated with Information Technology Services.*

##### 3. Content audit

Provider must conduct a content audit of representative organizational web pages, assessing content for usefulness, relevancy, alignment with brand messaging and search engine optimization (SEO). *Assistance with this will be coordinated with the Office of Strategic Communications and Marketing.*

##### 4. Development of audience personas

Provider must create representative profiles, or personas, of key audiences to help provide clarity around key tasks each needs to complete on the site and content required to engage them. *Assistance with this will be coordinated with the Office of Strategic Communications and Marketing.*

## 5. Web content management system assessment

Work collaboratively with Cape Cod Community College content owners, editors, authors and stakeholders to validate necessary CMS requirements. *Assistance with this will be coordinated with Information Technology Services.*

The content management system must support the activities and varying skill levels of our content owners. It must:

- a. Allow easy role scoping to limit users' access to sections of the site;
- b. Permit version tracking and editorial oversight;
- c. Allow for the creation of dynamic, time-sensitive posts as well as static, long-term pages
- d. It must be easily extensible to allow for future growth or changes in site functionality.

## UX, Design and Development (May 2019 – November 2019)

### 1. Information architecture

Based on research findings, provider must develop a new IA for the Cape Cod Community College website, focused on the improvement of usability and content organization. *Assistance with this will be coordinated with the Offices of Strategic Communications and Information Technology.*

This must include:

- a. Site map (blueprint document that diagrams the recommended page and folder structure of the site).
- b. Navigation paths for critical online tasks.
- c. Final IA deliverables must include 1-2 rounds of revisions based on Cape Cod CC's feedback

### 2. Digital marketing and content strategy recommendations

Provider must outline a recommended digital marketing and content strategy framework, including the specification of primary digital marketing objectives, the identification of critical content types (e.g. press releases, profiles, events, etc.), recommended structure of site content, suggestions around keeping, rewriting or archiving existing web content, a new content style guide and samples of web-optimized copy. *Assistance with this will be coordinated with the Office of Strategic Communications and Marketing.*

### 3. Prototype of wireframe

Provider must create representative wireframes (diagrams outlining the structure and navigation of the new web pages). These can either be live HTML that are then built upon for design or development, or created in an appropriate prototyping tool. Development of the prototype must be an iterative and collaborative process between the provider and client. *Assistance with this will be coordinated with the Offices of Strategic Communications and Marketing and Information Technology.* The goal of this task is to get agreement on overall navigational structure, website components, structured content and high-level page layout.

### 4. CMS selection

Providers must recommend an appropriate CMS solution that meets key needs. It is critical to know what the CMS will be before the design and development process begins, so that providers can recommend design functionality with the technology platform in mind. *Assistance with this will be coordinated with the Offices of Strategic Communications and Marketing and Information Technology.*

## 5. Creative visual design concepts

According to the approved IA recommendations, provider must develop new creative design compositions for the homepage and representative interior pages of the organization's website. These compositions must follow the new brand guidelines, and must include design and UX considerations for users of all device types (i.e. desktops, tablets, smart phones, etc.)—ideally, this would be achieved by creating a mobile first responsive design. The visual design must be an iterative and collaborative process between the provider and client. Visual design concepts may include a combination of static mock-ups and/or fully functional designed HTML. *Assistance with this will be coordinated with the Offices of Strategic Communications and Information Technology.*

## 6. HTML/CSS development

Provider must handle the coding of HTML, CSS and JavaScript for the website templates, layouts and other dynamic web assets. Coding must focus on mobile-first, responsive approach. All code must comply with WCAG AA accessibility guidelines. *Assistance with this will be coordinated Information Technology.*

## 7. Usability testing

Provider must perform usability testing of the new website design with representative target audiences. The goal is to determine if the new design, navigation, content strategy and layout appropriately meet primary audience needs. While this task can be done with static design mockups, it is generally more effective if testing with a subset of functional, designed HTML pages. *Assistance with this will be coordinated with the Offices of Strategic Communications and Information Technology.*

## 8. Website style guide

Provider must provide a new website style guide as a key deliverable. The style guide must document components developed for the site and how to use them as well as image size guidelines, content guidelines and web writing best practices. *Assistance with this will be coordinated with the Office of Strategic Communications and Marketing.*

### **Mid-Project Deliverable – present recommendations (November 2019)**

#### **Training and Implementation (Final Phase) (November 2019 – April 2020)**

##### 1. CMS implementation

Provider will be responsible for building-out the new website's templates, layouts, content types, etc. in the selected new CMS. *Assistance with this will be coordinated with Information Technology.*

##### 2. CMS training

Provider must provide initial training with an ongoing training plan and training materials to ensure content owners, editors, authors and managers are proficient and maintain proficiency in the CMS. *Assistance with this will be coordinated with the Office of Strategic Communications and Marketing.*

##### 3. Import/populate content and build-out website

Provider will be responsible for all content migration. *Assistance with this will be coordinated with the Offices of Strategic Communications and Information Technology.*

#### 4. QA/Launch

Provider must conduct final review and quality assurance (QA) activities (e.g. cross-browser and device testing) and coordinate the new website launch. QA activities must include a final accessibility review to confirm compliance with WCAG AA guidelines. *Assistance with this will be coordinated with the Offices of Strategic Communications and Information Technology.*

#### **Ongoing Support**

##### 1. Web design/content maintenance

Provider must offer a plan for the ongoing maintenance of the website in terms of design and content. This resource must also be able to advise on tracking analytics and SEO.

##### 2. CMS technical support

Provider must offer ongoing technical maintenance options for support of the website and CMS installation. If a proprietary system is implemented, support and maintenance costs must be address and included in the proposal. If an open source CMS is implemented, providers must recommend an appropriate support resource to be retained by the client for help desk support and maintenance (i.e. upgrades, patches, fixes, etc...).

#### **Project Costs and Budget**

In a separate sealed envelope please provide price proposals to accomplish the scope outlined above. The budget must encompass all deliverables outlined in this document, to include the cost of hosting the completed website.

Based on our initial research and scope of this project, a one-time budget up to \$165,000 has been allocated for the entirety of this project.

All quoted prices must be inclusive.

If the execution of this work to be performed requires the hiring of sub-contractors, this must be clearly stated in the proposal. Sub-contractors must be identified and the work they will perform must be defined.

#### **Evaluation of Proposals**

The contract to provide a new website redesign and content management system will be awarded to the responder offering the most comprehensive, creative, qualified and responsive proposal and the highest quality sample projects at the best value to the College.

The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The college reserves the right to accept, reject, or review any proposal at its sole discretion. The College's decisions will be final. The evaluation team will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

The College shall apply the criteria, which follows in its evaluation of the proposals. The purpose of the information requested in this section is to assist the evaluation committee in making decisions about the proposers overall qualifications, including technical abilities and previous experience. Proposers should clearly respond in writing to each criterion as enumerated, responses to the following areas shall be complete and full.

Proposals will be evaluated based on the following criteria:

**1 Understanding Scope of Work (see p.3)**

<i>Highly Advantageous</i>	The proposal indicates a strong understanding of the required Scope of Work and proposes a clear and comprehensive approach.
<i>Advantageous</i>	The proposal indicates some understanding of the required Scope of Work, and documents the firm/applicant's proposed approach
<i>Not Advantageous</i>	The proposal indicates incomplete review or a vague understanding of the required Scope of Work.
<i>Unacceptable</i>	The proposal indicates inadequate review or understanding of the required Scope of Work.

**2 Ability of proposer to effectively deliver Website Design and Content Management System**

<i>Highly Advantageous</i>	Proposer provides evidence that the website will meet or exceed all functionality and requirements listed under Standards Required for Proposals
<i>Advantageous</i>	Proposer provides evidence that the website will meet some of the functionality and requirements under Standards Required for Proposals
<i>Not Advantageous</i>	Proposer provides evidence that the website does not meet all of the functionality and requirements under Standards Required for Proposals
<i>Unacceptable</i>	Proposer did not provide evidence that the website will meet any of the components/modules listed under Standards Required for Proposals

**3 Experience of the company implementing higher education specific websites of a similar or larger scope**

*Highly Advantageous* Firm has designed more than 3 higher education active websites of a similar or larger scope to this RFP.

*Advantageous* Firm has designed 3 higher education active websites of a similar or larger scope to this RFP.

*Not Advantageous* Firm has designed between 1 and 2 higher education active websites of a similar or larger scope to this RFP.

*Unacceptable* Firm has no experience working with higher education entities.

**4 Training & Support**

*Highly Advantageous* Proposer has demonstrated that it will aid the College in transitioning to the new website including: staff on-site & off-site training and continuous support.

*Advantageous* Proposer has demonstrated that it will aid the College in transitioning to the new website with limited on-site training limited continuous support.

*Not Advantageous* Proposer has demonstrated that it will aid the College in transitioning to the new website with some limits and will not provide continuous support.

*Unacceptable* Proposer will not aid the College in transitioning to the new website and will not provide support.

**5 Project Timetable**

*Highly Advantageous* Proposer demonstrates that they can complete the website design and be fully functional in less than twelve (12) months but more than eight (8) months.

*Advantageous* Proposer demonstrates that they can complete the website design and have more than 95% functionality in less than twelve months but more than ten (10) months.

*Not Advantageous*

Proposer's demonstration of the timeline is vague and does not indicate that the website will be fully functional in twelve (12) months.

*Unacceptable*

Proposer cannot meet the twelve (12) month maximum timeline of the website to be fully functional or the proposer's timeline is vague or non-existent.

## **6 Overall Quality of Proposal**

*Highly Advantageous*

The proposer's response is thorough, comprehensive, detailed and specific. It clearly demonstrates the proposer's understanding of the project and College's strong desire to undertake this endeavor. The proposal provides detailed examples of the proposer's comparable project experience. The overall content of the proposal provides the maximum assurance to the College that the proposer possesses the knowledge, skills, expertise and resources to effectively provide the services needed to fulfill the terms of the contract. The proposal also shows the capability to implement enhancements and improvements to the system on an on-going basis.

*Advantageous*

The proposer's response is, for the most part, thorough, comprehensive, and detailed. The response addressed the project and cited some examples of past performance and project experience. The overall content of the proposal provides a high level of assurance to the College that the proposer possesses the knowledge, skills, expertise and resources to supply the services needed to fulfill the terms of the contract. The proposal also shows willingness to implement enhancements and improvements to the system.

*Not Advantageous*

The proposer's response is somewhat thorough, comprehensive, and detailed. The response addressed the project and cited some examples of past performance and project experience. The overall content of the proposal does not provide a high level of assurance to the College that the proposer possesses the knowledge, skills, expertise and resources to supply the services needed to fulfill the terms of the contract. The proposal also does not demonstrate willingness to implement enhancements and improvements to the system.

*Unacceptable*

The proposer's response is deficient in addressing the scope of work. The response does not demonstrate the proposer understands the project or College's endeavor. The overall content of the proposal fails to provide a marginal level of assurance to the College that the proposer possesses the knowledge, skills, expertise and resources to supply the services and equipment needed to fulfill the terms of the contract.

Scoring: Proposals will be reviewed based on the following ratings (weight) for each category: Highly Advantageous (3), Advantageous (2), Not Advantageous (1), Unacceptable (0). The scores from each committee member will be averaged, with a maximum score of 18 possible from each committee member.

**Rule for Award**

The College shall award this contract to the responsive and responsible proposer that provides greatest overall value and meets the quality requirements set herein. The College reserves the right to reject any proposals deemed incomplete, or those deemed incapable of handling the needs of the College. The prospective proposer must be able to handle all contract requirements and assure the performance of all contractual obligations. The College reserves the right to make an award without further discussion of the submittal with the agencies submitting proposals. Therefore, the RFP should be submitted initially on the most favorable terms that the responding firm can propose. The College reserves the right, at its sole discretion, to request respondent clarification of an RFP response or to conduct clarification discussions with any or all respondents. Any award to be made pursuant to this RFP will be based upon the proposal with the appropriate consideration given to technical and cost requirements. Evaluations of offers will be based upon the vendor's responsiveness to the RFP and the total price presented for the items covered by the RFP. The Board of Trustees shall make the final award.

The awarded vendor must sign and return the contract vendor forms pursuant to this RFP no later than April 17, 2019. If the respondent fails to provide the signed Agreement by the deadline, CCCC may determine that the respondent is non-responsive to the terms of this RFP and reject the quote submission. If the College determines that the awarded vendor is non-responsive and rejects the quote, the remaining responsive quotes will be reviewed to determine the new awarded vendor.

**Deliverable Summary**

Deliverables for this RFP include 3 copies of:

- Detailed summary of the information as listed under Requirements for Proposals (see pp. 4-5)
- Proposer Information Sheet – Attachment A
- Certificate of Compliance – Attachment B
- Certification of Non-Collusion – Attachment C
- Business References – Attachment D
- Debarment and Suspension – Attachment E
- Price Proposal Form – Attachment F (*To be submitted in a separate sealed envelope*)

## **Additional Terms and Conditions**

**Commonwealth Terms and Conditions:** The College is not obligated and should not complete, sign or execute any vendor's contract or other terms and conditions. It must be clearly understood that the Commonwealth Terms and Conditions supersede any vendor or vendor contract, invoice or other terms and conditions. If, by chance, any said vendor or vendor contracts, invoices or other terms and conditions are signed, it is immediately considered void.

**Reasonable Accommodation:** Proposers with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFP information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis. A proposer requesting accommodation must submit a written statement that describes the proposer's disability and the requested accommodation to the contact person for the RFP. The College reserves the right to reject unreasonable requests.

**Public Records:** All responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

**Best Value Selection and Negotiation:** The College may select the response(s) that demonstrates the best value overall. The College and a selected vendor, may negotiate a change in any element of contract performance or cost identified in the original RFP or the selected proposer's or vendor's response that results in lower costs or a more cost effective or better value than was presented in the proposer's or vendor's original response.

**Costs:** Costs that are not specifically identified in the proposer's response, and accepted by a College as part of a contract, will not be compensated under any contract awarded pursuant to this RFP. The Commonwealth will not be responsible for any costs or expenses incurred by proposers responding to this RFP.

**CommBuys:** This RFP has been distributed electronically using the CommBuys system. Proposers are solely responsible for obtaining and completing the required attachments that are identified in this RFP and for checking COMMBUYS for any addenda or modifications that are subsequently made to this ID or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to proposers who fail to check for amended RFPs and submit inadequate or incorrect responses. Proposers are advised to check the COMMBUYS posting after the responses to questions have been posted to ensure that they have the most recent information. Proposers may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to the body of the RFP, specifications, terms and conditions, or that change the intent of this RFP are prohibited and may disqualify a response.

**Indemnification:** Unless otherwise exempted by law, the vendor shall indemnify and hold harmless the State, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Vendor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the vendor, its agents, officers, employees or subcontractors. The Vendor shall at no time be considered an agency or representative of the Department or the State. After prompt notification of a claim by the State, the Vendor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Vendor arising under this paragraph. Any indemnification of the Vendor shall be subject to appropriate and applicable law.

**Non-Discrimination in Employment:** The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, gender

identity, religion, genetic information maternity leave, military service, marital status or disability. The Vendor agrees to comply with applicable federal and state statutes, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all administrative and executive orders, where applicable.

**Contract Expansion:** If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFP or to execute contracts with vendors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

**Emergency Standby Commodities and/or Services:** Due to a declaration of a state of emergency where the safety and well-being of Commonwealth citizens are at risk, the Commonwealth of Massachusetts may request specific commodities and/or services from its Vendors. Vendors may be called upon to supply and/or deliver to the Commonwealth on a priority basis such commodities and/or services currently under contract. Such accommodations may be requested from a Vendor during an actual emergency.

To accommodate such requests, Vendors may be requested and must make every effort to service these requests to the best of their ability from regular sources of supply at the rates set forth in any standard contract resulting from this RFP.

**Return Policy:** The proposer must include their written return policy with their responses. If no return policy is specified and therefore accepted as part of this contract, then their contract will assume that the department can return items to the vendor for up to one year for a full refund. In addition, there will be no charge for returns, e.g., freight, restocking, etc.

**Payment:** Invoices should be sent to the Accounts Payable Department after the delivery or service performance. Invoices should be mailed to Accounts Payable at 2240 Iyannough Road, West Barnstable, MA 02668. Invoices shall be date stamped when received by the AP department. It is highly encouraged that the vendors attach the work order or delivery slip that is signed by the receiving department.

**Non-collusion:** Respondents certify that submitted cost proposals are arrived at independently and without consultation, communication, or agreement with any other vendor, vendor, or potential vendor. Respondents further certify that cost proposals are made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. Respondents agree that no member of the firm's ownership, management or staff has a vested interest in any aspect or department of Cape Cod Community College. Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers, and respondents understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment of the true facts relating to submission of cost proposals under this IFB.

**Debarment:** Respondents certify, to the best of their knowledge and belief, that the firm and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (Federal, State or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. above; and

c) have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

**Quote/Response Rejection:** The College reserves the right to reject any or all RFP responses, in whole or in part and for any reason deemed necessary.

**Contract Specifications:** The Awarded Contractor shall execute the [Commonwealth of MA Standard Contract Form](#), [W-9 Taxpayers ID form](#), and [Commonwealth Terms & Conditions](#) upon notification of award from the College. Payment for services will occur after deliverables are received based on a detailed invoice of expenses.

**Contract Termination:** The College reserves the right to amend or terminate the contract in part or in whole, or with any number of vendors, with or without cause, at any time, without prior notice and upon any time felt necessary by the department.

**Proposer Information Sheet**

**Company Name:** \_\_\_\_\_

**Size of Company:** \_\_\_\_\_

**Incorporation Status:** \_\_\_\_\_

**Years of Operation:** \_\_\_\_\_

**Contact Individual:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

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

\_\_\_\_\_: I have received and reviewed all of the proposal information and attachments to RFP# 19-11

Authorized Signature:

Date:

---

(Sign in Ink)

**CERTIFICATE OF COMPLIANCE  
WITH STATE TAX LAW AND UNEMPLOYMENT COMPENSATION  
CONTRIBUTION REQUIREMENTS**

Pursuant to M.G.L. Chapter 62C, S 49A, and MGL Ch.151A, Section 19A,

I \_\_\_\_\_, authorized signatory for  
*Name & Title*

\_\_\_\_\_, whose principal place of business is located at

\_\_\_\_\_ do hereby certify under penalties of perjury that  
the above business has filed all state tax returns and paid all taxes as required by law and has  
complied with all state laws pertaining to contributions to the unemployment compensation fund  
and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

\_\_\_\_\_

Signed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_,

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

\_\_\_\_\_  
*Title*

**\*must be signed in ink**

**Certification of Non Collusion**

The undersigned certifies under penalties of perjury that this Bid or Proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name of person signing bid or proposal\*)*

\_\_\_\_\_  
*(Name of business)*

**\*must be signed in ink**

## Business References

Please submit a list of three (3) customer references from institutions requesting similar services to those requested in RFP #19-11. References will be checked.

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided:  
\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided:  
\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_

Description and date(s) of supplies or services provided:  
\_\_\_\_\_  
\_\_\_\_\_

Attach additional sheets if necessary.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Executive Orders 12549 and 12689)**

**As required by 2 CFR 200 Section 200.326 :** For all contracts the non-Federal entity (CCCC) shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled .Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

COMPANY NAME	AWARD/BID NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

### Price Proposal Form

The Price Proposal Form should be placed in **a separate sealed envelope** marked “RFP 19-11: *Website Redesign and Content Management System*”.

This RFP does not commit CCCC to pay any cost incurred in the preparation and submission of any response to the RFP. Contractual arrangements will be on an annual basis, but may be canceled at any time based on funding availability and/or vendor performance solely at the discretion of the College.

#### Initial Three-Year Contract Period

FEE DESCRIPTION	COST/FEE AMOUNT		
	YEAR 1	YEAR 2	YEAR 3
Total Cost for Project Development, Implementation, Testing, and Training	\$		
Cloud-Hosting	\$	\$	\$
<b>TOTAL</b>	\$	\$	\$

#### Renewal Option

FEE DESCRIPTION	COST/FEE AMOUNT	
	YEAR 4	YEAR 5
Cloud-Hosting	\$	\$

Proposer understands that this proposal shall be good and may not be withdrawn for a period of at least sixty (60) calendar days after the actual date of the opening. The undersigned agrees to furnish Cape Cod Community College with the entire project as detailed in the Request for Proposals at the price as evidenced above:

Date \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_

(Name of Person Signing Bid and Title)

\_\_\_\_\_  
(Business Street)

\_\_\_\_\_  
(City, State, Zip)

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_