



Office of Procurement  
900 Hungerford Drive, Suite 110  
Rockville, MD 20850

**REQUEST FOR PROPOSAL**

**509-002**

**College-wide Website Redesign**

All bid responses MUST BE RECEIVED in the Procurement Office BY 3:00 PM local time on **August 14, 2008**  
Bids will not be accepted via facsimile or electronic mail.

Prices must remain firm for: **120 Days after bid opening date, but prior to contract award.**

Bid Bond Requirements: NA

Performance, Labor and  
Material Bond  
requirements: NA

Pre-bid / Pre-proposal  
conference: **YES (see item 1.2)**

Minority vendors are encouraged to respond to this bid solicitation.

Important: Your quotation will be jeopardized if any portion of this inquiry is not complete. No bid/proposal will be accepted after the date and time stated above.

Patrick Johnson  
Acting Director of Procurement

**NOTE: Prospective Bidders who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the Bid/RFP or other communications can be sent to them. Failure to contact the Issuing Office may result in non-receipt of important information.**

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**SECTION 1 – BID INFORMATION**

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**1.1 Intent**

It is the intent of this Request for Proposal to provide Montgomery College with website design, development, implementation services, and ongoing support to replace its existing website located at [www.montgomerycollege.edu](http://www.montgomerycollege.edu). This request is being issued in accordance with all terms and conditions contained herein. In the event that a special condition is contradictory to a general condition, the special condition shall prevail.

**1.2 Pre-Proposal Conference**

A pre-proposal conference, for the purpose of specification clarification, will be held at 10:00am on August 7, 2008 at **Montgomery College office of Information Technology 15400 Calhoun Place, Room 304, Rockville, Maryland 20855.** This conference is not mandatory; however, prospective Bidders are highly encouraged to attend. No allowances shall be made to the successful Bidder at a later date for additional work required because of his/her failure to attend the pre-proposal conference.

**1.3 Proposal Due Date**

All responses to this Request for Bid are due in the Montgomery College Procurement Office, 900 Hungerford Drive, Room 110, Rockville, Maryland 20850 by **3:00 p.m. on August 14, 2008** and must be clearly identified and marked as pertaining to this request. No facsimile or email transmissions will be accepted. No responses will be accepted after this date and time. In the event that the College is closed on the bid opening date due to an emergency, the bid will be opened at the stated time on the next open business day, unless the Bidder is notified otherwise.

**1.4 Contact Information**

For purchasing questions about this solicitation, please contact **Patrick Johnson 240 567-5288** or [patrick.johnson@montgomerycollege.edu](mailto:patrick.johnson@montgomerycollege.edu). For technical questions, please contact Isabelle Doucet at 240 567-3160 or [isabelle.doucet@montgomerycollege.edu](mailto:isabelle.doucet@montgomerycollege.edu).

**1.5 Award**

An award will be made in the best interest of the College to the highest ranked most responsible, responsive Bidder who can meet the terms, conditions, and specifications of this solicitation. The evaluation for award will be made on the basis of payment to the supplier in NET 30 DAYS from the date an acceptable invoice is received by Montgomery College. Payment discounts, if offered, will be taken when appropriate, but will not be considered in the evaluation for award.

**1.6 Pricing**

The price(s) offered on the Price Proposal must include all charges and costs incurred in the delivery of this procurement. No allowance will be made at a later date for additional charges due to the Bidder's omission.

In addition, all Bidders must hold their bid prices for 120 days after bid opening date, but prior to contract award date. In the event that the awarded Contractor is unable to perform the contract, the College reserves the right to re-bid the contract or to award the contract to the next lowest Bidder.

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**SECTION 1 – BID INFORMATION- CONTINUED**

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**1.7 Bid Evaluation**

Bids submitted in response to this solicitation will be evaluated as follows:

- 1.7.1 Bidder is responsible – Bidder demonstrates ability to provide products and/or services that can meet or exceed requirements. The following criteria will be used to determine responsibility:
  - 1.7.1.1 Bidder has the equipment, ability, and experience to perform the work as stated in the specifications listed in this bid.
  - 1.7.1.2 Bidder is financially stable.
- 1.7.2 Bidder is responsive – Bidder follows bid submission instructions and provides all requested materials. The following criteria will be used to determine responsiveness:
  - 1.7.2.1 Bidder has favorable references that can confirm its ability to provide the products and/or services as stated in the specifications listed in this bid.
  - 1.7.2.2 Bidder has provided all documentation and samples requested in the Specifications/Scope of Work.

**1.8 Rejection**

The College reserves the right to reject any or all offers received as a result of this bid. Offers may be rejected for any of the following reasons: Bidder fails to:

- 1.8.1 Meet the mandatory specifications and requirements.
- 1.8.2 Respond in a timely fashion to a request for additional information, data, etc.
- 1.8.3 Supply appropriate and favorable client references.
- 1.8.4 Complete the Price Proposal page.
- 1.8.5 Sign the bid.
- 1.8.6 Demonstrate that it is qualified to carry out the obligations of the contract and to implement and support the work specified herein.
- 1.8.7 Provide samples and/or demonstration materials that are representative of the quality level sought by the College.

**1.9 Rights to Submitted Materials**

The new website, design, images, products, and information must be original and shall become the property of Montgomery College. This includes all development tools, programming codes, and implementation materials.

**1.10 Tobacco Policy**

Montgomery College is a tobacco free institution. Use of tobacco products is prohibited in all indoor and outdoor College-owned facilities and facilities leased and controlled by the College as well as at meeting or conferences sponsored by the College. This use prohibition extends to Contractors' employees, agents, subcontractors and vendors.

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**SECTION 2 –SCOPE OF WORK/SPECIFICATIONS**

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**2.0 Background**

For more than 60 years, Montgomery College (the College) has been dedicated to changing and improving students' lives. Chartered by the state of Maryland and governed by a 10-member Board of Trustees, the College, founded in 1946, is one of Maryland's oldest, largest, and most highly regarded community colleges. The College enjoys both local and national recognition and prides itself on the quality of its programs and on the diversity of its student body.

Before establishing the first campus Takoma Park in 1950, Montgomery College operated as an evening college in a local high school. Since then, the College has expanded to include three campuses and multiple offsite locations. In the fall of 2007, the original campus, Takoma Park/Silver Spring, was renamed to reflect the College's expansion into Silver Spring; it serves more than 6,100 students. The Rockville campus, established in 1965, is the largest with more than 15,800 students; Germantown, established in 1975, is the smallest campus with just under 5,800 students. Enrollment figures for the fall of 2007 reflect an increase of 4.3 percent in the number of students and an increase of 5.2 percent in the total number of credit hours on the 2006 figures. While each campus offers some of its own special programs, recent figures indicate that one of every 10 Montgomery College students attends classes at more than one campus.

The College also offers more than 4,200 courses through Workforce Development and Continuing Education at numerous locations throughout the County and at two sites in Gaithersburg and Wheaton with enrollments in excess of 46,000. In all, the College touches the lives of nearly 70,000 students annually through a broad array of offerings in both credit and noncredit programs in more than 100 areas of study.

Montgomery College is one of the most diverse community colleges in the nation. While most students (76 percent) are under 30, students range in age from 15 to 95. More than 61 percent attend part time. There is no majority race at Montgomery College: Approximately 16 percent of the students are Asian, 28 percent black, 15 percent Hispanic, and 38 percent white. In addition, Montgomery College serves students from more than 165 countries. The College makes a significant effort to ensure that its faculty and staff are diverse as well.

Montgomery College is Montgomery County's home for higher education. In the fall semester following high school graduation, approximately 60 percent of Montgomery County public high school graduates who stay in state for college attend Montgomery College. One in four of all graduates who enroll in college, both in-state and out-of-state, attends the College. In addition, thousands of residents seek enrichment, retraining, professional development, and community connections through the College.

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**SECTION 2 –SCOPE OF WORK/SPECIFICATIONS-CONTINUED**

**Current Web Environment**

The College seeks consulting services for the redesign of its existing website located at [www.montgomerycollege.edu](http://www.montgomerycollege.edu). This server hosts mainly static web content. While there is a dedicated Web Group that is responsible for the upkeep of this server, it is up to each Department within the College to create and manage its own content that is hosted on this server. Each Department or Unit within the College has its own web space which it can access with a dedicated FTP account. Each Department has a content manager who is skilled in web design and would have access to the aforementioned FTP account. The Web Group manages the assignment of FTP accounts.

[www.montgomerycollege.edu](http://www.montgomerycollege.edu) statistics:

- 57,000 public accessible web pages
- Average 1.3 million hits a day
- 101 Faculty Web Templates
- 290 Departmental Accounts
- 494 Faculty/Individual Accounts

The college web environment is hosted using a wide variety of operating systems, server architecture and dynamic scripting technologies. Please note that the following sites are not part of the current web redesign project.

- [www.mcinfonet.org](http://www.mcinfonet.org) – Informational website that is accessible mostly from within the College intranet. This site is managed similar to [www.montgomerycollege.edu](http://www.montgomerycollege.edu) in the sense that each Department is responsible for its own content and that the Web Group assigns FTP access to each Department with an individual FTP account.
- [web4students.montgomerycollege.edu](http://web4students.montgomerycollege.edu) – This server is used by students and faculty to augment the classroom learning experience. The users of this server are mainly students in and instructors for web design classes. College instructors will host course websites on this server. Students will host their own content related to class assignments on this server. As with [www.montgomerycollege.edu](http://www.montgomerycollege.edu) and [www.mcinfonet.org](http://www.mcinfonet.org), users of this server will use FTP accounts to manage content; these accounts are managed by the Web Group.
- [webdb.montgomerycollege.edu](http://webdb.montgomerycollege.edu) and [appserv.montgomerycollege.edu](http://appserv.montgomerycollege.edu) – These servers host dynamic content. Unlike [www.montgomerycollege.edu](http://www.montgomerycollege.edu), [www.mcinfonet.org](http://www.mcinfonet.org) and [web4students.montgomerycollege.edu](http://web4students.montgomerycollege.edu), the content on these servers is controlled and managed directly by the Web Group itself. These servers run applications which are coded in PHP, ColdFusion, and ASP. These servers also run SQL Server 2005. A subset of the applications hosted here is:
  - College-wide Event Calendar
  - InsideMC – an internal College newsletter
  - College Phone Directory
  - Course Description Application – displays course description information derived from College ERP system

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**SECTION 2 –SCOPE OF WORK/SPECIFICATIONS-CONTINUED**

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These servers also host other custom-developed internal applications used by the College.

- Google Search Appliance – A “black box” server purchased by MC which automatically indexes all publicly accessible College websites. Provides main searching functionality for [www.montgomerycollege.edu](http://www.montgomerycollege.edu). This server also indexes dynamically generated content.
- MyMC.montgomerycollege.edu – The primary function of this server is to act as a College-wide student web portal. Faculty and staff also make use of this server for the purposes of payroll, time entry, personal leave balances, and other HR-related tasks. Students use this server to register for classes, access grades, pay tuition and execute other tasks.

**Future Direction for Web Environment**

While the current web environment meets the present needs for the College, it does present some significant drawbacks which must be addressed in order for the College to move forward. These drawbacks include:

- Static Content – The major problem with static content is that an individual must physically update the website to reflect changes in the College environment. Because changes occur often, many Departments must employ an individual in a full time capacity to perform this function.
- Technical Skills Learning Curve and Retention – Department or Unit website managers usually lack the necessary technical skills and background to effectively perform web design tasks. Having them perform such tasks places undue demands on these employees and disrupts their abilities to perform other aspects of their jobs.
- Duplicate Content – Given the sheer size of Montgomery College and that so many individuals are tasked with the burden of website management, the different websites often contain duplicate information.
- Out-of-Date Content – As with the above-mentioned problem of duplicate content, the same challenge exists as regards out-of-date information.

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**Moving Forward**

The College would like to move away from static content and use a more structured approach. The new approach will not only address the challenges listed above, but will also enable the College to explore new content delivery mechanisms.

The College will accomplish this change by replacing the current approach with one that makes use of a Content Management System (CMS). By using an industry-wide accepted practice for content management, the College removes all of the technological hurdles imposed by the current process. To fulfill this purpose, the College has chosen a CMS solution known as **CMS400.net** developed by **Ektron**.

The transition will involve the following generalized tasks:

- Upgrading of current server hardware. In addition to procuring hardware with more operating capacity, it is the goal of the College to introduce hosting redundancy as well as fault tolerance.
- Implementation of **CMS400.net** on new server hardware. Montgomery College's Web Group would ensure that the software works correctly prior to moving any live content to the new server environment.
- Website Redesign – This task can be carried out independently of the other tasks.
- Content Migration – This will be a multi-year, multi-phased project which will see the transition of the existing content to the new server environment using a CMS-based maintenance approach.
- Propagation of new branding to all College websites described earlier in this document.

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**2.1 Statement of Needs**

The College seeks consulting services for the redesign of its website located at [www.montgomerycollege.edu](http://www.montgomerycollege.edu). The aim of the Web Redesign Project is to achieve a competitive and sustainable web presence for the College. As an integral part of the College's communication and marketing program, the website should reflect the high quality of the organization and be utilized as a strategic tool for providing services to the diverse audience. This project will also address the navigation, usability and accessibility of the website.

**Project Goals**

1. To accurately and clearly reflect Montgomery College's mission and culture
2. To provide a solid and consistent visual presentation of the College's website
3. To implement consistent and uniform navigation capabilities throughout department sites
4. To provide content that is consistent in quality and design
5. To create a website that is user-friendly and easy to navigate and search
6. To improve overall accessibility and usability of the site
7. To incorporate the latest web technologies including podcasting, RSS feeds, and streaming video
8. To develop a plan for an iterative design process
9. To create an emergency web plan that would be utilized during an incident that could affect the safety, security or functioning of the Montgomery College community
10. To optimize the search engine

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The selected Bidder will be required to perform the tasks outlined below as part of the scope of this project.

1. Develop visual standards for Montgomery College's website
  - Reinforce Montgomery College's brand identity to attract and serve key target markets in consideration of and adherence to the College's mission and culture
  - Establish template and style guidelines for the homepage and second level pages
  - Design templates that can be used by academic and other departments as they develop their own sites
  - Design templates that can be used by individual faculty and staff as they develop their own sites
2. Develop a new site architecture for upper level Montgomery College sites
  - Develop a robust and effective search feature
  - Establish file structures, naming conventions, metadata structures and schema for the site
  - Develop a site map that inventories all pages included in the website redesign
  - Provide a classification method to guide the placement of new sections and pages
  - Provide wireframes design showing the rough layout of content and navigation for the homepage and second level pages
  - Delivery of role-based information
  - Supports state of the market technologies
  - Review applications to ensure that applications integrate with website design
  - The architecture should allow flexibility for future expansion
3. Guide MC staff to meet web and accessibility standards
  - Content and architecture should comply with current web, State and College standards
  - Design web standards that allow our website to be accessible to persons with disabilities and accessed by multiple browsers and devices.
  - Capability to provide multiple language functionality for levels one and two web pages
  - Follow best practices for usability
4. Identify and prioritize the need for new content and features
  - Creation of emergency web page
  - Propose supplemental features and functions to augment classroom activities
5. Develop requirements for the CMS workflow
  - Assist in the development of policies and procedures for new content submission, quality control, and adherence to standards

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**2.2 Additional Requirements**

The proposal will first be examined to determine if all Bidder requirements listed below have been addressed to warrant further evaluation. Proposals not meeting Bidder requirements will be excluded from further evaluation.

1. The Bidder must have an established history of providing excellence in web redesign services for multiple higher education institutions including two large institutions (25,000 full-time students per year).
2. The Bidder should incorporate modern web standards, enabling users from various browsers and electronic devices to view content regardless of their interface. The Bidder should also use industry standard tools and apply web standards as defined by the World Wide Web Consortium and comply with accessibility standards as defined in the Americans with Disabilities Act and the 508c section of the Rehabilitation Act and provide documentation for compliance.
3. Submit assurances of financial stability via a financial statement prepared by a CPA for the past year of operation or its equivalent.
4. The Bidder must commit to being present on-site for interviews, meetings and various project-related events.
5. The Bidder should understand, respect and reflect the College's culture and philosophy in planning and decision-making. **This information will be provided to the awarded Bidder at the project outset.**
6. The Bidder should be able to work in cooperation with the Montgomery College Community and all identified stakeholders including the academic community, Marketing, Information Technology, Institutional Advancement and Communications.
7. The Bidder's Point of Contact must provide a one-on-one performance evaluation to each long term contractor working at the College using the following timeframe; 1) at the end of the initial 6 month evaluation period, and then, 2) bi-yearly thereafter. The Bidder's Point of Contact must provide results from this evaluation to appropriate College supervisors/managers.
8. Montgomery College has the right to terminate or replace any contracted employee based on, but not limited to, the same criteria for discipline and/or termination as stated in the College's Policies and Procedures Manual (a copy of this manual will be provided to the Bidders upon request). The Bidder's staff, upon employment, will be provided a copy of the Policies and Procedures Manual as well as Montgomery College's Acceptable Use Policy (AUP) and said staff will be expected to sign a statement that they have read and will abide by all College policies and procedures.

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9. The Bidder's Point of Contact will be responsible for the following to the College Contract Manager:
  - Program and Contract management – provide communication, implementation and evaluation for all aspects of the contract and all requests submitted
  - Progress Reporting – monitor, evaluate and report monthly on the contract and technical activities; schedule and participate in a monthly on-site meeting
  - Invoicing – review for accuracy and submit monthly invoices for work to the College's Accounts Payable Office; track expenditures and provide monthly reporting electronically
10. The Bidders will provide contracted staff who will satisfy the qualifications as stated in this RFP.
11. Contracted staff will be issued College-owned and College-managed computer equipment, as appropriate, for use while working at the College. Contracted staff will not bring in nor connect any of its own equipment to a College network without prior written approval by the College's Contract Manager.
12. Contracted staff will keep their Company-issued (and College-issued, as required) badge in sight at all times while on College premises. Upon request of College personnel, the contracted staff will provide additional photo identification.
13. The Bidders are expected to allow any individual proposed and accepted as key personnel through this contract to remain engaged in the project for its duration. Substitutions will be allowed only when the College specifically agrees to this substitution in writing. All proposed substitutes must have qualifications at least equal to that of the person initially proposed by the Bidder. The burden of illustrating this comparison shall be the Bidder's.
14. Contracted staff are expected to follow procedures for calling in sick and for taking other leave as agreed to by the Bidder's and the College's Program and Contract Managers.

**2.3 Bid Preferences (Optional)**

Bidders who have experience with migration to the Ektron Content Management System are desired and encouraged to participate in this RFP. Relevant experience should be elaborated upon in the proposal.

**2.4 Past Performance**

This section shall include the following:

1. Bidders shall provide a minimum of three examples of successful services projects (within budget, on time, within scope), at least two of which shall be for higher education institutions. The projects must have been completed within the past 5 years. These examples shall provide the project name, the services provided, and the objectives satisfied.

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2. For each example project provided, the Bidders shall include a supporting reference with the following information:
- a) Name of client organization.
  - b) Name, title and current phone number of client organization's point of contact.
  - c) URL of website.

Please note: Contact information for any reference must be accurate; the reference must be knowledgeable of the Bidder's project and be willing and able to discuss the Bidder's performance for this project.

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**SECTION 3 –PROPOSAL EVALUATION AND AWARD**

**3.1 Evaluation**

All proposals submitted will first be examined for responsiveness and completeness by the College evaluation team. Those proposals which do not clearly respond to the proposal submission requirements may be rejected at the discretion of the College. Those proposals not rejected will be evaluated to determine which offer best meets the requirements in the RFP and is in the best interest of the College. Proposal information will be evaluated and scored by the College.

**3.2 Product Presentation**

At the sole discretion of the College, Bidders may be required to give product presentations at a College location to be determined. The purpose of this presentation is to allow Bidders to highlight their experience, skills and past website design work.

**3.3 Evaluation Criteria**

The Proposal will be valued at 110% of the total score. The maximum point value to be awarded for a Bidder's Proposal is provided below:

<b>3.3.1 Statement of Qualifications</b>	<b>50 (Maximum available points)</b>
<b>3.3.2 Past Performance</b>	<b>30 (Maximum available points)</b>
<b>3.3.3 Presentation</b>	<b>10 (Maximum available points)</b>
<b>3.3.4 Pricing</b>	<b>20 (Maximum available points)</b>

The technical score, which consists of Qualifications, Past Performance and Presentation will be added to the price score for a combined total evaluated score. Bidders will be short-listed based on Qualifications and Past Performance. The top (5) five bidders achieving a score of at least 70 for Qualifications and Past Performance will be invited to give product presentations. Presentations will take place from August 25<sup>th</sup> through August 29<sup>th</sup>. The College is the sole judge regarding the merits of any proposal and its decision will be final.

**3.4 Rejection of Proposal**

The College reserves the following rights to be exercised at the College's sole discretion:

- a. To make such investigation as deemed necessary to determine the qualifications of the Bidder and to determine the ability of the Bidder to perform the desired scope of services. The Bidder will furnish to the College all such information and data as the College may request. The College reserves the right to reject any offer if the evidence submitted by, or an investigation of such Bidder fail to satisfy the College that such Bidder is properly qualified to carry out the obligations of the contract and to complete the scope of services contemplated herein. The College reserves the right to restrict requesting proposals to such Bidders who the College determines are qualified by experience and finances to successfully perform the scope of services. Conditional bids will not be accepted.
- b. To reject any or all proposals and to make awards in the best interest of the College, in the name of the Board of Trustees. The College also reserves the right to cancel the Request for Proposals in its entirety.
- c. To accept or reject any item of proposal.

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**SECTION 4 –REQUIRED SUBMITTALS**

**4.1 Proposal Submission**

A submittal consisting of the Technical Proposal and Required Submittals are required when responding to this Request for Proposal. **One (1) original and six (6) copies of the Technical Proposal to this RFP are required.** Proposals will be certified, signed and dated by a bona fide agent of the Bidder and include minority classification if applicable. All envelopes must identify that the submission is a response to the RFP and must be marked with the Bidder's name and address, the RFP number, and the opening date and time. Failure to include all required submittals may render the proposal non-responsive. The College will reject any offer without an authorized signature.

**4.2 Required Submittals**

- I. Technical Proposal
  - Transmittal Letter
  - Statement of Qualifications
- II. Attachment A: References
- III. Attachment B: Contractor Information Form
- IV. Attachment E: COG Rider Clause
- V. Subcontractor List (if applicable)
- VI. Pricing Proposal – Section 5
- VII. Attachment F: Requirements Checklist

**Failure to provide any of the above items may deem a bid proposal non-responsive.**

The proposal should be organized using the following outline.

**4.2.1 Technical Proposal**

This section must contain a detailed description of the services offered by the Bidder in response to this RFP. The information submitted by the Bidder must provide sufficient detail to allow College evaluators to gain a comprehensive and clear understanding of the Bidder's capabilities.

1. The proposal should respond to all elements of Section 2.1 Statement of Needs.
2. The proposal should include a project management plan including:
  - Goals and objectives
  - High level work breakdown structure (key summary tasks)
  - Resource requirements
  - Deliverables
  - Communications plan
  - Estimated summary timeline for the completion of each phase of the project
3. The proposal should include a high-level work plan including:
  - Assessment and Planning
    - o Site audit and needs analysis
    - o Explanation of how the Bidder will achieve the results outlined in those processes
  - Mock-up (Blueprint) / Site Architecture
    - o Content delivery plan
    - o Prototypes

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**BID TITLE: College-wide Website Redesign**  
**BID NUMBER: 509-002**  
**BID OPENING DATE: August 14, 2008**

**SECTION 4 –REQUIRED SUBMITTALS-CONTINUED**

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- Development of visual Interface and wireframes
  - Development of standards
  - Creation of graphic templates and style guide
  - Technical/Implementation Specifications
  - Detailed Design and Coding
    - Templates
    - Source Code
    - Documentation
    - Custom Programming
    - Usability Test Plan
  - Detailed Design and Coding
    - User Acceptance Test Plan
    - Detailed Design and Coding
  - Migration plan
  - Content Development
  - Site Development
  - Testing and training (Documentation)
  - Implementation – Migration Plan
4. The proposals must include a portfolio of similar projects, which contain links to live sites that have been completed within the past 5 years, and a brief explanation of the project. Please refer to Section 2.4 for more information.
5. The proposal should include resumes of all principals to be involved in the project and their roles and responsibilities for the proposed project.

**4.2.2 Transmittal Letter**

The transmittal letter must be prepared on the Bidder's business stationery. The letter must introduce the company and the contact person responsible for the project as well as give a brief history of the organization. . The letter should summarize the key points of the proposal, indicate the Bidder's understanding of the College's requirements and demonstrate the Bidder's ability to provide the requested services. The letter **must be signed** by an individual authorized to represent the Bidder for this RFP.

**4.2.3 Statement of Qualifications**

This contract requires specialized services. The Bidder's statement of qualifications must address the following:

- Professional qualifications and technical competence of the firm, subcontractors, and staff proposed for the performance of the required services.
- Previous demonstrated experience
- Bidder's corporation/organization size, financial information, web presence, length of time the organization has been providing the services listed, and key business relationships.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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**SECTION 4 –REQUIRED SUBMITTALS-CONTINUED**

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**4.2.4 References**

The proposal must include the names and telephone numbers of three references. Cited references must be able to confirm, without reservation, the Bidder's ability to provide these services in accordance with the requirements in this RFP. **Two of the three references must be that of higher education institutions similar in size and scope to Montgomery College.** The College reserves the right to reject a proposal based on an unsatisfactory reference, to request additional references or contact any site using the Bidder's services and to require a site visit to one or more of the Bidder's reference locations.

**4.2.5 Subcontractors**

Each Bidder must list the subcontractors to be used in the performance of this contract. The College reserves the right to approve or disapprove any subcontractor who will be performing work related to this project.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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**SECTION 5 – PRICE PROPOSAL**

ITEM	DESCRIPTION	TOTAL PRICE
001.	Planning and Analysis	\$ _____
002.	Design the Site Structure and Visual Design	\$ _____
003.	Site Development and Quality Assurance testing	\$ _____
004.	Deployment to Production Environment	\$ _____
<b>GRAND TOTAL</b>		<b>\$ _____</b>

**OPTIONAL ITEMS:**

Maintenance of newly created web-site (monthly price) \$ \_\_\_\_\_/MO

Additional web-site services, if needed, to be performed under terms of contract \$ \_\_\_\_\_/Hour

Note to vendor: Submitted price must be inclusive of all costs associated with all requirements listed herein.

*By signing below, your firm agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the bid specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.*

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Authorized Signature and Date

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**BID TITLE: College-wide Website Redesign**  
**BID NUMBER: 509-002**  
**BID OPENING DATE: August 14, 2008**

**ATTACHMENT A – REFERENCES**

<b>REFERENCE 1</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
URL	
Service Dates	

<b>REFERENCE 2</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
URL	
Service Dates	

<b>REFERENCE 3</b>	
Company Name	
Street Address	
City, State, Zip Code	
Contact Person	
Title	
Telephone #:	
URL	
Service Dates	

Please note: References listed must be able to confirm the Bidder's ability to provide the services requested in this bid document.

References submitted by: \_\_\_\_\_  
Company Name

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**BID TITLE: College-wide Website Redesign**  
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**BID OPENING DATE: August 14, 2008**

**ATTACHMENT B – CONTRACTOR INFORMATION FORM**

B.1 I/We offer the terms, delivery and pricing for the requested products/services, and certify that I am a bona fide agent, authorized to make offers on behalf of the firm.

B.2 Minority Contractor: Yes  No

If yes, please specify minority classification

B.3 Price adjustment (is  is not  ) necessary for other public agencies as listed.

B.4 Please list any exceptions taken to any terms and conditions listed in the bid. Please note any exceptions taken may affect the award of a contract or purchase order.

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B.5 Please provide the following information

Company Name		Years in Business	
Federal Tax Number:		Dun & Bradstreet Number	
Street Address:		City, State, Zip Code	
Telephone Number		Fax Number:	
Contact Person:		Title:	
Cell Number:		E-Mail Address:	

Company Name  Name

Title  Authorized Signature and Date

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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**ATTACHMENT C – NO BID RESPONSE FORM**

Please be advised that our company does not wish to submit a bid in response to the above-captioned bid for the following reason(s):

- Too busy at this time
- Not engaged in this type of work
- Project is too large or small
- Cannot meet mandatory specifications (Please specify below)
- Other (Please specify)

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Company Name

Name

---

Street Address

Authorized Signature and Date

---

City, State, Zip

Title

Please return to: Montgomery Community College  
Office of Procurement  
900 Hungerford Drive, Room 110  
Rockville, Maryland 20850-1733

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**

**BID TITLE: College-wide Website Redesign**

**BID NUMBER: 509-002**

**BID OPENING DATE: August 14, 2008**

**ATTACHMENT D – TERMS AND CONDITIONS**

**ACCEPTANCE PERIOD** The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's bid. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final.

**ADDENDA** The College reserves the right to amend or add to this bid at any time prior to the bid due date. If it becomes necessary to change or add to any part of this bid, the Procurement Officer will furnish an addendum to all prospective Bidders listed as having received a copy of this bid. All addenda will be identified as such and will be sent by mail, email, or fax transmittal.

**ADDITIONAL ORDERS** Unless it is specifically stated to the contrary in the bid response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

**ASSURANCE OF NON-CONVICTION OF BRIBERY** The Bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

**AUDIT** Bidder shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Bidder and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

**AWARD CONSIDERATIONS** Awards of this bid will be made to the lowest responsible Bidder conforming to specifications with consideration being given to quantities involved, time required for delivery, purpose for which required, responsibility of Bidder and its ability to perform satisfactorily with consideration to any previous performance for Montgomery College. A bid may be awarded at the sole discretion of the College in the best interest of the College. Prompt payment discounts will not be considered in bid evaluation. All discounts other than prompt payment are to be included in bid price.

**BEHAVIOR OF CONTRACTOR EMPLOYEES** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome.

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each bid and be made payable to Montgomery College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Director of Procurement deems the failure to be non substantial. Such bid bonds or checks will be returned to all except the three (3) lowest Bidders within five (5) days after the opening of bids, and the remaining checks or bid bonds will be returned to all but successful Bidder(s) within forty-eight (48) hours after award of contract. If a performance bond is required, the successful Bidder must submit an acceptable performance bond in the designated amount of the bid award, prior to award of contract. All bid bonds will be returned to the successful Bidder(s) within forty eight (48) hours after receipt of the performance bond.

**BIDDING INSTRUMENTS** Bidding instruments include the bid, addenda, general terms and conditions, contract terms, and specifications. Bids should be prepared simply and economically, and should provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the bid. Emphasis should be on completeness and clarity of content. The Bidder will bear any and all costs incurred in the preparation and submission of bids.

**BRAND NAMES** Brand name materials used in these specifications are known and acceptable. Bids including proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Bidder, and proof must be to the College's satisfaction.

**CARE OF PREMISES** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

**CANCELLATION** Montgomery College reserves the right to cancel this bid solicitation or to reject all bids received, if the College's Director of Procurement, in accordance with procedures approved by the College's President, determines that it is fiscally advantageous or in the best interest of the College to cancel the bid.

**COMPLIANCE WITH LAWS** Bidder agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, bi-county, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

**CONFLICT OF INTEREST** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, while an employee, become or be an employee of the party or parties contracting with the College, the State of Maryland, or any department, commission, agency or branch thereof.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**

**BID TITLE: College-wide Website Redesign**

**BID NUMBER: 509-002**

**BID OPENING DATE: August 14, 2008**

**ATTACHMENT D – TERMS AND CONDITIONS**

**CONTINGENT FEES** Bidder hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Bidder, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Montgomery College before the supplier performs additional work on the project.

The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Procurement Office.

**CONTRACT DEADLINES** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

**CONTRACT DOCUMENTS** Unless otherwise noted, the general conditions of this bid, the Contractor's bid, and the signed purchase order form the contract. Contractors requiring a signed contract form separate and apart from the foregoing are to submit the contract with their bid. The Contractor's contract form will be examined and evaluated along with the Contractor's bid and, at the College's option, may be utilized as the contract.

**CONTRACTOR IDENTIFICATION** Contractor's employees are required to wear identification badges and/or carry picture identification when they are on College grounds.

**CONTRACT TERMINATION** The contract may be terminated for any of the following reasons:

Failure of the Contractor to meet the mandatory requirements as described in this bid.

Failure of the Contractor to meet required deadlines.

Failure of the Contractor to resolve problems in a timely manner.

Lack of College funding.

**CONTRACTORS** This bid invitation is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. The Contractor is responsible for ensuring that the supervisor, lead worker, and subcontractors can communicate in English. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**DELIVERY AND PACKING** All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Bidder to the designated location as indicated on the Montgomery College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

**DELIVERY OF BIDS** Sealed bids must be received in the Procurement Office by the date and time specified in the bid in order to be considered. NO LATE BIDS OR PROPOSALS WILL BE ACCEPTED. Late bids will be returned to the Bidder unopened. Bids submitted by mail must be addressed to the Procurement Office, Montgomery College, 900 Hungerford Drive, Suite 110, Rockville, Maryland 20850, and clearly marked to indicate the bid number, title and opening date. Hand delivered bids will be accepted only at the Procurement Office, Montgomery College, Room 110, 900 Hungerford Drive, Rockville, Maryland 20850.

**ERRORS IN BIDS** Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the Bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after bid opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Bidder must be evident on the face of the bid.

**FAILURE TO DELIVER** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement.

Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. This indemnification provision shall survive the termination and/or completion of this agreement.

**HAZARDOUS AND TOXIC SUBSTANCES** Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Bidder is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Bidder, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**

**BID TITLE: College-wide Website Redesign**

**BID NUMBER: 509-002**

**BID OPENING DATE: August 14, 2008**

**ATTACHMENT D – TERMS AND CONDITIONS**

**INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by him/her.

**MARYLAND PUBLIC INFORMATION ACT** Bidder recognizes that the College is subject to the Maryland Public Information Act, Title 10 of the State Government Article of the Annotated Code of Maryland. Bidder agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act.

**MINORITY PARTICIPATION** Pursuant to Board Resolution #87-83, adopted on July 20, 1987, it is the policy of Montgomery College to encourage minority businesses to provide goods and services for the performance of College projects. Minority businesses are defined as firms that are 51% owned and controlled by a member of a socially or economically disadvantaged minority group, which includes African Americans, Hispanics, Native Americans, Alaskan Natives, Asians, Pacific Islanders, women, and the mentally or physically disabled.

**NON-ASSIGNMENT AND SUBCONTRACTING** Bidder shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Bidder with any other party for furnishing the services to be performed under a contract issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Bidder and its personnel.

**NON-COLLUSION** Bidder certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

**NON-DISCRIMINATION** Bidder assures the College that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of sex, race, age, color, creed, national origin, religious belief, handicap, marital status, or status as a disabled veteran or veteran of the Vietnam era. Bidder further agrees to post in conspicuous places notices setting forth the provisions of the nondiscrimination clause and to take affirmative action to implement the provisions of this section. Bidder further assures the College that, in accordance with the Immigration Reform and Control Act of 1986, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**NON-DISCRIMINATION POLICY** The College is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by the College, and it is the Contractor's responsibility to ensure that behavior by its employees, agents, and subcontractors does not occur. This policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to harassment within the employment context as well as harassment of students, staff and visitors to the College. It should be assumed that all sexual behavior by the Contractor's employees, agents and subcontractors on any campus or facility of the College, whether owned, operated, maintained or leased by the College, is improper and unwelcome. Contractor will also insure that all technicians who work with College users exhibit a high degree of professionalism in their dealings with those users.

**NON-VISUAL ACCESS** The Bidder or offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Bidder or offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of the regulation, the phrase "equivalent access" means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output."

**NOTICE TO CURE** The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

**PATENTS** Bidder guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**PREPARATION OF BID** Bids submitted must be hand signed by an authorized agent of the company submitting the bid. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. A Bidder may attach a letter of explanation to the bid for clarification. Bidders will be required, if requested by Montgomery College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers or of dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Bidder's place of business prior to award of contract to determine Bidder responsibility.

**PRODUCT TESTING DURING TERM OF CONTRACT** Goods delivered under any contract resulting from this Request for Bid may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

**RECORD RETENTION** If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**

**BID TITLE: College-wide Website Redesign**

**BID NUMBER: 509-002**

**BID OPENING DATE: August 14, 2008**

**ATTACHMENT D – TERMS AND CONDITIONS**

**REFERENCES** Bidder must provide at least three references from former or current clients who can confirm the Bidder's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Bidder's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to 7-202 et. Seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

**REJECTIONS AND CANCELLATIONS** Montgomery College reserves the right to accept or reject any or all bids in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this bid. The College may cancel this solicitation in whole or in part, at its sole discretion.

**RIDER PROVISION FOR MONTGOMERY COUNTY PUBLIC SCHOOLS AND MONTGOMERY COUNTY** The Bidder agrees when submitting the bid that it will make available to every office and department of the Montgomery County Public Schools and the Montgomery County Government the same bid prices, terms and conditions offered during the term of contract. Orders will be placed directly by these agencies.

**RIGHT TO STOP WORK** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this bid and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-bid this contract if it is decided that performance is not within the specifications as set out.

**SAMPLES AND CATALOG CUTS** If samples are required, Bidder shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Procurement Office, Bid No.\_\_\_\_" and each sample shall be tagged or marked. Failure of the Bidder to clearly identify samples as indicated may result in rejection of bid. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

**SIGNATURE** Each bid must show the full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the bid and contract, including the bid summary, copy of contract, and purchase order, will be mailed or delivered to the address shown on the bid. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Bidder to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

**TAXES** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Bidder shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes.

**TERMINATION BASED ON LACK OF FUNDING** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Montgomery College. Insufficient funds shall be grounds for immediate termination of solicitation.

**TERMINATION FOR DEFAULT** If an award results from this bid, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Montgomery College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**USE OF CONTRACT BY OTHER EDUCATIONAL INSTITUTIONS** While this bid is prepared on behalf of Montgomery College, it is intended to apply to other Maryland educational institutions and public agencies in Montgomery County, Maryland and State of Maryland as listed below:

- Montgomery County Public Schools
- Montgomery County Government
- Montgomery County Housing Opportunities Commission
- Maryland-National Capital Park & Planning Commission
- Washington Suburban Sanitary Commission
- Maryland State Colleges and Universities

Unless the Bidder takes an exception, the resulting awarded items will be available to all agencies listed. Should a price adjustment be necessary to include any other public agency, the Bidder must so note on the Contractor Information Form. Exception for Montgomery County Public Schools will not be accepted. Purchase requests and funding from other agencies will be the responsibility of those agencies.

**WARRANTY** Bidder expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Bidder further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Bidder's sole expense.

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
**BID TITLE: College-wide Website Redesign**  
**BID NUMBER: 509-002**  
**BID OPENING DATE: August 14, 2008**

**ATTACHMENT E – METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the Bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the Bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

YES NO JURISDICTION	YES NO JURISDICTION
<input type="checkbox"/> Alexandria, Virginia	<input type="checkbox"/> City of Manassas Public Schools
<input type="checkbox"/> Alexandria Public Schools	<input type="checkbox"/> Manassas Park, Virginia
<input type="checkbox"/> Alexandria Sanitation Authority	<input type="checkbox"/> Maryland-National Capital Park & Planning Comm.
<input type="checkbox"/> Arlington County, Virginia	<input type="checkbox"/> Metropolitan Washington Airports Authority
<input type="checkbox"/> Arlington County Public Schools	<input type="checkbox"/> Metropolitan Washington Council of Governments
<input type="checkbox"/> Bladensburg, Maryland	<input type="checkbox"/> Montgomery College
<input type="checkbox"/> Bowie, Maryland	<input type="checkbox"/> Montgomery County, Maryland
<input type="checkbox"/> Charles County Public Schools	<input type="checkbox"/> Montgomery County Public Schools
<input type="checkbox"/> College Park, Maryland	<input type="checkbox"/> Northern Virginia Community College
<input type="checkbox"/> Culpeper County, Virginia	<input type="checkbox"/> OmniRide
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Potomac & Rappahannock Trans. Commission
<input type="checkbox"/> District of Columbia Courts	<input type="checkbox"/> Prince George's County, Maryland
<input type="checkbox"/> District of Columbia Public Schools	<input type="checkbox"/> Prince George's Public Schools
<input type="checkbox"/> District of Columbia Water & Sewer Auth.	<input type="checkbox"/> Prince William County, Virginia
<input type="checkbox"/> Fairfax, Virginia	<input type="checkbox"/> Prince William County Public Schools
<input type="checkbox"/> Fairfax County, Virginia	<input type="checkbox"/> Prince William County Service Authority
<input type="checkbox"/> Fairfax County Water Authority	<input type="checkbox"/> Rockville, Maryland
<input type="checkbox"/> Falls Church, Virginia	<input type="checkbox"/> Spotsylvania County Schools
<input type="checkbox"/> Fauquier County Schools & Government, Virginia	<input type="checkbox"/> Stafford County, Virginia
<input type="checkbox"/> Frederick, Maryland	<input type="checkbox"/> Takoma Park, Maryland
<input type="checkbox"/> Frederick County, Maryland	<input type="checkbox"/> Upper Occoquan Sewage Authority
<input type="checkbox"/> Gaithersburg, Maryland	<input type="checkbox"/> Vienna, Virginia
<input type="checkbox"/> Greenbelt, Maryland	<input type="checkbox"/> Virginia Railway Express
<input type="checkbox"/> Herndon, Virginia	<input type="checkbox"/> Washington Metropolitan Area Transit Authority
<input type="checkbox"/> Leesburg, Virginia	<input type="checkbox"/> Washington Suburban Sanitary Commission
<input type="checkbox"/> Loudoun County, Virginia	<input type="checkbox"/> Winchester, Virginia
<input type="checkbox"/> Loudoun County Public Schools	<input type="checkbox"/> Winchester Public Schools
<input type="checkbox"/> Loudoun County Sanitation Authority	
<input type="checkbox"/> Manassas, Virginia	

**MONTGOMERY COLLEGE - OFFICE OF PROCUREMENT**  
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**ATTACHMENT F: REQUIREMENTS CHECKLIST**

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Proposals for which **ALL** applicable items are marked are determined to be compliant for responsive proposals.

Requirement Met	Proposal Requirements
<input type="checkbox"/>	1. Bidder Information Requirements and Price Proposal are submitted on time at correct location (Section 1.3)
<input type="checkbox"/>	2. Bidder Proposal and marked as required (Section 4.1)
<input type="checkbox"/>	3. Required number of proposal copies received (Section 4.1)
<input type="checkbox"/>	4. Bidder meets all RFP requirements (Section 2)
<input type="checkbox"/>	5. Proposal signed by a company representative authorized to enter into contracts on behalf of the company (Section 4.1)
<input type="checkbox"/>	6. Bidder did not alter original text of the RFP
<input type="checkbox"/>	7. Proposal includes a transmittal letter with all required content/information (Section 4.2.2)
<input type="checkbox"/>	8. Proposal includes a Statement of Qualifications with all required content/information (Section 4.2.3)
<input type="checkbox"/>	9. Proposal includes a technical proposal with all required content/information (Section 4.2.1)
<input type="checkbox"/>	10. Proposal includes, if applicable, the names of all subcontracting firms (Section 4.2.5)
<input type="checkbox"/>	11. Proposal includes a completed Price Proposal (Section 5)

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**ATTACHMENT F: REQUIREMENTS CHECKLIST (CONTINUED)**

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<input type="checkbox"/>	12. Proposal includes References, as required in (Section 4.2.4) and listed on (Attachment A)
<input type="checkbox"/>	13. Proposal includes a completed Contractor Information Form (Attachment B)
<input type="checkbox"/>	14. Proposal includes a completed Metropolitan Washington Council of Governments Rider Clause form, if applicable (Attachment E)
<input type="checkbox"/>	15. Proposal includes a completed Requirements Checklist (Attachment F)