



REQUEST FOR PROPOSAL

RFP# 17-01

Website Design & Marketing

ISSUED BY:

**Phillips Community College of the University of Arkansas
P.O. Box 785
Helena, AR 72342**

PROPOSAL SUBMISSION DEADLINE DATE & TIME:

DATE: Wednesday April 5, 2017

TIME: 11:00 AM, CST

Signature Required For Response

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this RFP document, and with all articles within the RFP document. If Respondent receives PCCUA's purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the RFP.

Vendor Name:	
Mailing Address:	
City, State, Zip:	
Telephone:	
Email:	

Authorized Signature: _____

Date: _____

Typed/Printed Name: _____

Title: _____

1. DESCRIPTION AND OVERVIEW OF RFP

PCCUA.edu is the digital home for Phillips Community College of the University of Arkansas (PCCUA).

NOTE: In the case that PCCUA decides that one vendor is better qualified to produce the website (*Section 13*), while another is better suited for the digital marketing (*Section 14*), the College reserves the right to award each section separately.

2. SCOPE OF WORK

PCCUA is seeking a vendor to design, develop, host, and monitor compliance of the College’s website: www.PCCUA.edu.

3. COSTS

Respondents must provide detailed/itemized pricing for each individual component, and/or the overall system, as listed on the Official Bid Price Sheet provided within this RFP document (see Appendix II). If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. Pricing must be valid for 180 days following the bid response due date and time. PCCUA will not be obligated to pay any costs not identified on the Official Price Sheet. The respondent must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

4. VENDOR REFERENCES

PCCUA requires assurance that the offered products function properly. PCCUA reserves the right to request or obtain additional information. Respondents must supply, with the bid, at least three (3) reference accounts, preferably in higher education, (including persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. PCCUA reserves the right to contact or visit any of the supplier’s current and/or past customers to evaluate the level of performance and customer satisfaction. **See Appendix I for format.**

5. RESPONDENTS RESPONSIBILITY TO READ RFP

It is the Respondent's responsibility to thoroughly examine and read the entire RFP document. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract.

6. PROJECTED TIMETABLE OF ACTIVITIES

The following schedule will apply to this RFP, but may change in accordance with PCCUA's needs:

March 1, 2017	RFP released to prospective respondents
April 5, 2017	Proposal submission deadline, 11:00 AM CST
April 17-18, 2017	Vendor Presentations, (if necessary)
30-60 days after Presentations	Notice of Intent to Award

7. **CONTRACT TERM AND TERMINATION**

The term ("Term") of this contract will be for a period of one year beginning from the date of award. If mutually agreed upon in writing by the contractor and PCCUA, PCCUA reserves the option to renew this contract on a yearly basis, not to exceed an aggregate total of eighty-four (84) months. PCCUA may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any biennium period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice. In no event shall such termination by PCCUA as provided for under this Section give rise to any liability on the part of PCCUA including, but not limited to, claims of Proposer for compensation for anticipated profits, unabsorbed overhead, or on borrowing. PCCUA's sole obligation hereunder is to pay Proposer for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the agreement shall survive the termination of this contract.

8. **GENERAL INFORMATION FOR BIDDERS**

8.1 **Distributing Organization**

This Request for Proposal (RFP) is issued by the Information Technology Department.

Bidder Questions and Addenda: Bidder questions concerning this RFP should be sent via email to Jason Jaco at jaco@pccua.edu or Stan Sullivant at ssullivant@pccua.edu.

Questions received via email will be directly addressed via email, and compilation of all questions and answers (Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available at <http://www.pccua.edu/about/invitation-to-bid>. During the time between the bid opening and contract award(s), with the exception of bidder questions during this process, any contact concerning this RFP will be initiated by the issuing agency and not the respondent. Specifically, the persons named herein will initiate all contact.

Respondents shall not rely on any other interpretations, changes, or corrections. It is the Respondent's responsibility to thoroughly examine and read the entire RFP document and any Q&A or addenda to this RFP. Failure of Respondents to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

8.2 **Agency Employees and Agents**

The Company shall be responsible for the acts of its employees and agents while performing services pursuant to the Agreement. Accordingly, the Company agrees to take all necessary measures to prevent injury and loss to persons or property while on PCCUA premises. The Company shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Company or any of its agents or employees. Company employees shall conduct themselves in a professional manner and shall not use PCCUA's facilities for any activity or operation other than the operation and performance of services as herein stated. PCCUA reserves the right to

deny access to any individual. The following conduct is unacceptable for the Company's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. The Company shall require standard criminal background checks on all employees of the Company in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on PCCUA campus or reported to PCCUA for review and approval in advance of the performance of any on-campus duties.

8.3 Tobacco Free Campus

Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and Athletic facilities, owned or operated by PCCUA and on and within all vehicles on University property, and on and within all University vehicles at any location.

8.4 Disputes

The successful vendor and PCCUA agree that they will attempt to resolve any disputes in good faith. The vendor and PCCUA agree that the state shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this contract. The vendor acknowledges, understands and agrees that any actions for damages against PCCUA may only be initiated and pursued in the Arkansas Claims Commission. Under no circumstances does PCCUA agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

8.5 Conditions of Contract

The successful bidder shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of work. The successful bidder shall indemnify and save harmless PCCUA and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

8.6 Contract Information

Respondents should note the following regarding the State's contracting authority, and amend any documents accordingly. Failure to conform to these standards may result in rejection of agency response:

A. The state may not contract with another party:

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. To indemnify and defend that party for liability and damages. Under Arkansas law, PCCUA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or

omission by PCCUA and its employees or agents in the performance of this Agreement, PCCUA agrees with the successful party that: (a) it will cooperate with the successful party in the defense of any action or claim brought against the successful party seeking the foregoing damages or relief; (b) it will in good faith cooperate with the successful party should the successful party present any claims of the foregoing nature against University to the Claims Commission of the State ; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, PCCUA reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

3. Upon default, to pay all sums that become due under a contract.
4. To pay damages, legal expenses, or other costs and expenses of any party.
5. To conduct litigation in a place other than Washington County, Arkansas.
6. To agree to any provision of a contract that violates the laws or constitution of the state.

B. A party wishing to contract with PCCUA should:

1. Remove any language from its contract which grants to it any remedies other than:
 - The right to possession.
 - The right to accrued payment.
 - The right to expenses of de-installation.
2. Include in its contract that the laws of the state govern the contract.
3. Acknowledge in its contract that contracts become effective when awarded by the PCCUA.

8.7 Reservation

This RFP does not commit PCCUA to award a contract, to pay costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. PCCUA reserves the right to accept or reject (in its entirety), any response received as a result of this RFP, if it is in the best interest of PCCUA to do so. In responding to this RFP, respondents recognize that PCCUA may make an award to a primary vendor; however, PCCUA reserves the right to purchase like and similar services from other agencies as necessary to meet operation requirements.

8.8 Qualifications of Bidder

PCCUA may make such investigations as deems necessary to determine the ability of the bidder to meet all requirements as stated within this bid request, and the bidder shall furnish to PCCUA all such information and data for this purpose that PCCUA may request. PCCUA reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy PCCUA that such bidder is properly qualified to carry out the obligations of the Agreement.

8.9 Default

In the event that the contractor fails to carry out or comply with any of the Terms and Conditions of the contract with PCCUA, PCCUA may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days, and in the event the Proposer fails to remedy such failure or default within the ten (10) working day period, PCCUA shall have the right to cancel the contract upon thirty (30) days written notice. The cancellation of the contract, under any circumstances

whatsoever, shall not effect or relieve contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by PCCUA shall not limit any other right or remedy available to the University by law or in equity.

8.10 Non Waiver of Defaults

Any failure of PCCUA at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of PCCUA at any time to avail itself of same.

8.11 Independent Parties

Vendor acknowledges that under this contract it is an independent vendor and is not operating in any fashion as the agent of PCCUA. The relationship of the vendor and University is that of independent contractors, and nothing in this contract should be construed to create any agency, joint venture, or partnership relationship between the parties.

8.12 Governing Law

The parties agree that this contract, including all amendments thereto, shall be construed and enforced in accordance with the laws of the State of Arkansas, without regard to choice of law principles. Consistent with the foregoing, this contract shall be subject to the Uniform Commercial Code as enacted in Arkansas.

8.13 Proprietary Information

Proprietary information submitted in response to this bid will be processed in accordance with applicable University procurement procedures. All material submitted in response to this bid becomes the public property of the State and will be a matter of public record and open to public inspection subsequent to bid opening as defined by the Arkansas Freedom of Information Act. The Respondent is hereby cautioned that any part of its bid that is considered confidential, proprietary, or trade secret, must be labeled as such and submitted in a separate envelope along with the bid, and can only be protected to the extent permitted by Arkansas law.

8.14 Disclosure

Disclosure is a condition of this contract and PCCUA cannot enter into any contract for which disclosure is not made. Arkansas's Executive Order 98-04 requires all potential contractors disclose whether the individual or anyone who owns or controls the business is a member of the Arkansas General Assembly, constitutional officer, state board or commission member, state employee, or the spouse or family member of any of these. If this applies to the bidder's business, the bidder must state so in writing.

8.15 Proposal Modification

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to PCCUA. Such notice must be received by PCCUA prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests,

provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and "Modification of Proposal". No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

8.16 Prime Contractor Responsibility

Single and joint vendor bids and multiple bids by vendors are acceptable. However, the selected bidder(s) will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the award of this RFP.

8.17 Period of Firm Proposal

Prices for the proposed services must be kept firm for at least 180 days after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for **180 days** or until written notice to the contrary is received from the Respondent, whichever is longer.

8.18 Warranty

The vendor must:

- A. Attest that the services offered in response to the RFP complies with the full intent of this RFP (*as outlined in Section 13*)
- B. Define the provisions of the warranty regarding response time for service and support.
- C. Outline the standard or proposed plan of action for correcting problems during the warranty period.
- D. Respondents must itemize any components, services, and labor that are excluded from warranty.

8.19 Errors and Omissions

The Respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify PCCUA, in writing, and PCCUA shall issue written instructions to be followed. The Respondent is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

8.20 Award Responsibility

PCCUA will be responsible for award and administration of any resulting contract(s). PCCUA reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the Bidders.

Contract(s) will be awarded to the Bidder(s) whose proposal adheres to the conditions set forth in the RFP, and in the sole judgment of PCCUA, best meets the overall goals and financial objectives of PCCUA. A resultant contract will not be assignable without prior written consent of both parties.

8.21 Confidentiality and Publicity

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of PCCUA. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of PCCUA.

News release(s) by a vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of PCCUA. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the respondent's bid. PCCUA will not initiate any publicity relating to this procurement action before the contract award is completed.

Employees of the company awarded the contract may have access to records and information about University processes, employees, including proprietary information, trade secrets, and intellectual property to which PCCUA holds rights. The company agrees to keep all such information strictly confidential and to refrain from discussing this information with anyone else without proper authority.

8.22 Respondent Presentations

PCCUA reserves the right to, but is not obligated to, request and require that final contenders determined by the Evaluation Committee provide a formal presentation of their

Proposal at a date and time to be determined by the Evaluation Committee. Respondents are required to participate in such a request if PCCUA chooses to engage such opportunity.

8.23 Excused Performance

In the event that the performance of any terms or provisions of this Agreement shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as "Excused Performance"), the party so interfered with may at its option suspend, without liability, the performance of its obligations during the period such cause continues, and extend any due date or deadline for performance by the period of such delay, but in no event shall such delay exceed six (6) months.

8.24 Funding Out Clause

If, in the sole discretion of PCCUA, funds are not allocated to continue this Agreement, or any activities related herewith, in any future period, then PCCUA will not be obligated to pay any further charges for services, beyond the end of the then current period. The Company will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit PCCUA to terminate the Agreement in order to acquire similar service from a third party.

8.25 Indicia

The respondents and the Company acknowledges and agrees that PCCUA owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to PCCUA that are adopted and used or approved for use by PCCUA (collectively the "Indicia") and that each of the Indicia is valid. Neither any respondent nor Company shall have any right to use any of the Indicia or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of PCCUA. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to PCCUA without compensation.

8.26 RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of PCCUA and that interpretation shall be final.

8.27 Time is of the Essence

Vendor and University agree that time is of the essence in all respects concerning this contract and performance herein.

8.28 Formation of the Agreement/Contract

At its option, PCCUA may take either one of the following actions in order to create the agreement between PCCUA and the selected vendor:

- A.** Accept proposal as written by issuing a written notice to the selected vendor, which refers to the Request for Proposal and accept the proposal submitted in response.
- B.** Enter negotiations with one or more firms in an effort to reach a mutually satisfactory written agreement, which will be executed by both parties and will be based upon this Request for Proposal, the proposal submitted by the firm and negotiations concerning these.

Because PCCUA may use alternative (A) above, each Proposer should include in its proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted. The contents of this RFP will be incorporated into the final contract documents, which will include a Standard University agreement.

9. INSTRUCTION TO BIDDERS

- 9.1** Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our website as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. PCCUA is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Bidders.

- 9.2** Respondents must address each section of the RFP. An interactive version of the RFP document will be posted on our website. Bidders can insert responses into the document provided, or create their own response document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, bidders must 'acknowledge' each section of our document in their bid response.

In the event that a detailed response is not necessary, the respondent shall state **ACKNOWLEDGED** as the response to indicate that the respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Bidder's required responses should contain sufficient information and detail for PCCUA to further evaluate the merit of the vendor's response. Failure to respond in this format may result in bid disqualification.

- 9.3** Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

- 9.4** Proposals will be publicly opened in the PCCUA Business Office, 1000 Campus Dr., Helena-West Helena, Arkansas, 72342, at 11:00 a.m. CST, on the proposal due date. All responses must be submitted in a sealed envelope with the response number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a response not properly identified.

Agencies must submit one (1) signed original and one (1) signed copy of their response. Responses must be received at the following location prior to the time and date specified within the timeline this RFP:

**Stan Sullivant
Vice Chancellor for Finance and Administration
P.O. Box 785
1000 Campus Drive
Helena, AR 72342**

One (1) copy of referenced or otherwise appropriate descriptive literature must accompany a submitted bid. **All bid documents must also be submitted on a CD-ROM or USB Flash drive** (labeled with the respondent's name and the Bid Number), readable by the College, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format's viewer is also included or a pointer is provided for downloading it from the Internet. Responses shall be publicly opened and announced at that time.

NOTE: No award will be made at bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at this time.

Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above. **Include the RFP name and number on the outside of each package and/or correspondence related to this RFP.** No call-in, emailed, or faxed responses will be accepted. The Respondent remains

solely responsible for insuring that its response is received at the time, date, and location specified. PCCUA assumes no responsibility for any response not so received, regardless of whether the delay is caused by the U.S. Postal Service, University Postal Delivery System, or some other act or circumstance. Responses received after the time specified in this RFP will not be considered. **All responses received after the specified time will be returned unopened.**

9.5 For a bid to be considered, an official authorized to bind the respondent to a resultant contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the response as required will eliminate it from consideration.

9.6 All official documents, including responses to this RFP, and correspondence shall be included as part of the resultant contract.

9.7 PCCUA reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this RFP, if it is in the best interest of PCCUA to do so. Bids may be rejected for one or more reasons not limited to the following:

1. Failure of the vendor to submit the bid(s) and bid copies as required in this RFP on or before the deadline established by the issuing agency.
2. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
3. Failure to provide the bid security or performance security if required.
4. Failure to supply vendor references if required.
5. Failure to sign an Official Bid Document.
6. Failure to complete the Official Bid Price Sheet.
7. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.

9.8 If the bidder submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this RFP, the bidder's responses and Arkansas State law.

10. INDEMNIFICATION AND INSURANCE

The successful bidder shall indemnify and hold harmless PCCUA, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract.

The successful bidder shall purchase and maintain at bidder's expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to PCCUA.

- Workers Compensation: As required by the State.
- Comprehensive General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.

- Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence. Policies shall be issued by an insurance company authorized to do business in the State and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to PCCUA.

Contractor shall furnish the College with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by PCCUA of certificates which do not indicate the specific required coverage shall in no way relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Proof of Insurance must be included in bid response. Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

11. COMPANY OVERVIEW

The supplier shall provide a general overview of the company including the following information:

- Overview of company management and development teams
- Description of company core activities
- Overview of current financial status and revenues
- Qualifications / Experience
- Name, title, and background information of proposed project team members
- Name, address, phone number of key contact person
- Proposed method of doing work
- Number of hours included in each area identified in this proposal
- Examples of projects of similar size and scope
- Any other information or comments deemed necessary for the proper evaluation of your work (i.e. portfolio or other representation of relevant work)

12. BEST AND FINAL OFFER

PCCUA reserves the right to request an official “Best and Final Offer” from bid Respondents if it deems such an approach in the best interest of the institution. In general, the “Best and Final Offer” will consist of an updated cost proposal in addition to an opportunity for the vendor to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original proposal response submitted to PCCUA. If PCCUA chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions. The official request for a “Best and Final Offer” will be issued by PCCUA purchasing department.

13. VENDOR REQUIREMENTS- Campus Needs and Benefits

- New marketing-driven website content that is compelling and targeted to our student, prospective student, and community audience with the goal of increasing student enrollment and retention.
- Website that is able to accommodate delivery using responsive design across different platforms, including tablets, smart phones, and various desktop browsers;
- Website that incorporates appropriate tone, new graphics, and other strategies to attract and retain students.
- Provide up-to-date, customized, audience-based content pages.
- Ensure website is delivered in compliance with WCAG 2.0 Level AA requirements. In the rare circumstance that content creates an excessive burden or obstacle to development due to compliance, the PCCUA Web Committee can be consulted for an exception.

Project Objectives

- Develop site architecture and design considering audience needs and accessibility and usability standards and analytics.
- Review existing web content and recommend improvements based on best practices, including the consolidation and deletion of unnecessary content and web elements;
- Drive successful user experiences through writing and editing that results in high-quality and timely content.
- Establish guidelines for style and visual look for college website based on brand guidelines and messaging. All designs will utilize the color palette specified by PCCUA and will reflect the overall brand.
- Align all website sections under new architecture and design guidelines.
- Provide opportunities for staff, faculty and student feedback, and communication during site development.
- Review and recommend ongoing maintenance and development of website.
- Provide training for college technical and creative staff as well as content managers.
- Develop content procedures, workflow, and supporting documentation.

Project Deliverables

- Complete project plan, including the establishment of project goals, scope, tasks, schedule, tracking and communication processes, decision-making processes, and deliverable and milestone dates.
- Deliver/publish quality content from meetings with PCCUA Web Committee.
- Site Permissions Outline
- Document containing site map, architecture, and navigation based on recommendations and consultation from constituencies and approval from PCCUA Web Committee.

- Document of design requirements document based on PCCUA branding (including color palate, imagery, photography, layouts to design, and design standards).

Delivery of minimal site for visual review:

1. Two to three 3 home page prototypes/design
2. Two to three 3 program page prototypes/design
3. Two to three 3 current student page prototypes/design
4. Two to three 3 admissions page prototypes/design
5. Two to three prototypes/design for tier 1 pages
6. Two to three prototypes/design for tier 2 pages
7. Two prototypes for generic template pages

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- Implementation of new and revised site pages.
- Migration of current pages within site to new templates.
- Complete QA and usability testing.-Make recommendations for ongoing maintenance and operation of the site.
- Final design files will be delivered to PCCUA along with a set of guidelines in order to maintain consistency.

Scope

- Website Architecture, Navigation, and Technical Functioning - This project will define architecture for the website based on pccua.edu framework, including improved navigation and functionality. The project will fully scope all technical requirements for the new website, and site construction will be completed in accordance with the adopted requirements.
- Ensure site is built and content is structured for optimum search engine marketing and analytics.
- Delivered site must be WCAG 2.0 level AA compliant.
- Identify primary objectives for the first level landing pages, create templates for the home page, landing pages, and secondary level pages, tertiary level pages and ensure that the identified objectives are incorporated into the revised content.
- Work with the PCCUA Web Committee to create consistent and standardized templates for all pages that ensure that pages conform to the College's branding and identity.
- Working with the PCCUA Web Committee to recommend two to three designs for the home page, program page, admissions page, current student's page, secondary page and tertiary level pages.
- Review existing web content and recommend improvements based on best practices, including the consolidation and deletion of unnecessary content and web elements.
- Assist Web committee with security group settings and CMS setup.
- Website Design - This project will provide designs requirements for the new website, including areas to adapt and expand our current technology and site construction will be completed in accordance with the adopted requirements.
- The College will provide photos, logo files, and information on appropriate College logo use and color palettes. In addition to photos may be taken by vendor or recommended photographer.
- Incorporate graphics and images into revised web pages to compliment content and reinforce messaging and branding.

- CMS Training – Provide end-user contributor training and administrator training.
- Assessment and Location of Web Applications - For class listings, news and announcements, canceled classes, catalog, programs and degrees, employment opportunities, calendaring, scheduling systems for orientations and testing, and others.
- Insure that any developed templates are able to incorporate emergency notification messages.
- Insure templates allow for the software integration for a variety of common website processes such as email, surveys, social media, feedback, forms, and calendars.
- Incorporate user feedback tools to assess and learn stakeholder needs.

Success Criteria

- New marketing-driven website content is compelling and targeted to our audiences and meeting the outlined requirements.
- Website is able to accommodate delivery using responsive design across different platforms, including tablets, smart phones, and various desktop views;
- Website complies with brand guidelines.
- Navigation is clear, consistent, and easy to follow. User testing provides evidence of this.
- Process is established for updating the website.
- The new website is fully functional before website launch per project plan.
- Website meets all accessibility requirements.
- Website is available at a percentage of 99.999 percent. Notifications will be sent in advance when possible. If advance notice cannot be given, a designee of PCCUA will be email an explanation for the outage. Reporting will be provided on a quarterly basis by vendor.
- Website load tolerance will adjust dynamically adjusted to meet increases in traffic. Hosting vendor should be prepared to accommodate shifting traffic patterns and loads for pccua.edu. Reporting will be provided on a quarterly basis by vendor.

14. EVALUATION AND SELECTION PROCESS

It is the intent of PCCUA to award an Agreement to the respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall proposal based on an evaluation of all responses. Selection shall be based on PCCUA assessment of the agency's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. PCCUA reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to PCCUA. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by PCCUA (for whatever reasons), PCCUA may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents.

16. SERVICE PERFORMANCE STANDARDS

Service Criteria	Acceptable Performance	Compensation / Damages
Adherence to College Requirements	Reference all articles of RFP	Termination of Contract: Reference section 7 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of PCCUA.
Scope of Services – Website	Reference section 13 of RFP	Termination of Contract: Reference section 7 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of PCCUA.
Website Availability	Website uptime of 99.999 percent quarterly	Termination of Contract: If the website uptime falls below the agreed upon percentage for two quarters in a 12 month period, PCCUA reserves the right to terminate the agreement.
Website Load Tolerance	Website Load Tolerance must reflect effective traffic management in quarterly reports	Termination of Contract: If the website fails to accommodate traffic and interruptions in service occur for two quarters in a 12 month period, PCCUA reserves the right to terminate the agreement.

APPENDIX I: Bidder Information/Reference

Bidder must provide the following information as part of this proposal:

- 1. Respondent Representative _____
Contact Name _____
Telephone _____
Email Address _____
Address _____

2. References of your current customer(s) as specified in **Section 4** of this RFP document:

- a. Company/Organization Name:
Contact Name
Telephone
Email Address
Address
- b. Company/Organization Name:
Contact Name
Telephone
Email Address
Address
- c. Company/Organization Name:
Contact Name
Telephone
Email Address
Address

APPENDIX II: OFFICIAL PRICE SHEET

Reference Section 3-Costs for further instruction, and the corresponding Bid Price Sheet provided below. Please complete the Price Sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for 180 days following the bid response due date and time.**

PCCUA will not be obligated to pay any costs not identified accordingly. The respondent must certify that any costs not identified by the respondent, but subsequently incurred in order to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>	<i>PRICE EACH</i>	<i>TOTAL</i>
1		Design & Development of Responsive Website	\$	\$
2		Content Management System	\$	\$
5		Content Delivery Network/Hosting (Monthly)	\$	\$
6		Website Support (Monthly)	\$	\$
7		Search Engine Optimization		
8		Social Media Marketing	\$	\$
9		Other	\$	\$
Grand Total				\$