

Request for Proposals #25-05

# Website Design and Open Source Content Management System



**RELEASED:**

Friday November 8, 2024

**SEALED RFP PROPOSALS DUE BY:**

Friday, December 20, 2024 (11:00 am EST)

**DELIVER TO:**

Cape Cod Community College  
Attn: Procurement Department, RM 119  
2240 Iyannough Rd.  
West Barnstable, MA 02668

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## SECTION 1: SCOPE OF SERVICES REQUESTED

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### **Purpose**

Cape Cod Community College (“CCCC” or the “College”), an agency of the Commonwealth of Massachusetts, is soliciting proposals for the redesign of the College’s website and the migration of the website content to the new open source content management system hosted in the cloud.

### **Background**

Cape Cod Community College, founded in 1961, delivers educational programs and services to meet the diverse needs of the residents of Cape Cod, the Canal Region, the islands of Martha's Vineyard and Nantucket, and the Greater Plymouth Area. CCCC is the only comprehensive college on Cape Cod and offers Associate of Arts, Associate of Science, Associate of Applied Science degrees and academic certificate programs in a wide variety of areas. Classes are offered at the main West Barnstable Campus, the Hyannis Center, Plymouth Airport and at the Bridgewater State University Campus.

In addition to providing access to high quality higher education, the College plays a critical role in community-building and cultural events for our service area. Our Tilden Arts Center hosted numerous events for the community free of charge or at discounted prices. The Higgins Art Gallery mounts public fine art exhibits each year. The Academy for Lifelong Learning has provided educational and social opportunities for thousands of senior citizens since 1987.

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

### **Statement of Work**

The College is seeking proposals from website, digital, and technology providers with strong experience in higher education for a project to plan, execute, and deliver the redesign of a new public-facing website, leveraging an open source content management system (CMS) with a block-based templating engine that will serve as the College’s primary marketing tool in driving enrollment and delivering public information. CCCC recognizes the importance of our website, capecod.edu, in meeting the needs of the College’s goals and objectives, as well as its critical role in serving as a marketing and recruitment/retention enrollment tool. Our front page is often the first impression of the College for our prospective students and their families and the subsequent pages on the site tell the public facing story of “who we are” to the community.

The College’s current website operates via a close sourced CMS. As enrollment and capacity to manage the daily content management of the website in-house has grown over the past five years, the College has decided to move towards an open source, block-based engine CMS model. This project will remodel the site for a modern audience and bring CMS oversight into its Strategic Communications and Marketing team.

### **Target Audiences**

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

## Key Objectives

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

As enrollment continues to expand, and more and more students unfamiliar with the process of enrolling are coming to our doors, the College needs a flexible, modern, easy to use and easy to customize website that meets the needs of our many audiences. With students ranging from 17 to 65+, along with parents and decision makers in their lives, the new website must stand out in the competitive marketplace of Massachusetts public higher education.

The project's key internal stakeholder is the office of Strategic Communications and Marketing. Their team will work with the selected vendor through the design and development process and then will take the "hand-off" of the final, open-source product. From there, they will manage the day-to-day content needs.

The selected provider must manage the discovery, strategy, design, build, migration/implementation of content, and launch phases under the direction of Cape Cod Community College's Offices of Strategic Communications and Marketing and Information Technology departments. The College would like responses to include cloud-hosting services and managed services for regular maintenance, which should be indicated in the price proposal form-Attachment F.

## Standards Required for Proposals

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

1. **Responsive Web Design:** The new website must employ responsive web design so that our content can meet users where they choose to access it. All users must be delivered an optimized experience regardless of the device they use to access our sites.
2. **User Experience in an Open-Source Content Management System (CMS):** The proposed and implemented design and content management system must support the activities and varying skills levels of content owners and users. It must:
  - A. Feature a block-based templating engine.
  - B. Allow easy role scoping to limit users' access to sections of the site.
  - C. Permit version tracking and editorial oversight.
  - D. Allow for the creation of dynamic, time-sensitive posts, as well as static, long-term pages.
  - E. It must be easily extensible to allow for future growth or changes in site functionality.
3. **Content Focused:** The design and information architecture of the new website must support content and high-quality user experience. Pages must ultimately serve as a means for quickly and efficiently obtaining useful information about the College.
4. **In-House Governance and Content Ownership:** Upon deployment of the new website, the Office of Strategic Communications and Marketing will assume full responsibility for content ownership and maintenance of sites assigned to them. The final product must support this aim and must be easily extendible and coded in a manner that supports this. All content, templates, unique code, and graphics will become the sole property of Cape Cod Community College.
5. **Interoperability Requirements:** the new website must securely be interoperable with the College's digital academic learning systems and major payment processing/ecommerce vendors (Jenzabar, Moodle, Element 451, Nelnet, etc....)
6. **Required Features:** The new website must integrate with the College's event calendar.
7. **Detailed Strategy Behind Recommend Plug-Ins:** The provider is expected to detail their strategy in developing and integrating free and/or licensed plug-ins for the new website as well as a structure

of long-term use. Should the recommended plug-ins require lifetime licenses with associated fees it is expected that these fees and structures will be listed in advance of implementation.

8. **Search Engine Optimization (SEO):** The provider is expected to conduct a full SEO analysis, keyword research, etc..., to present recommendations for SEO and implement, as approved to do so by the Office of Strategic Communications and Marketing. Content must be optimized for organic search (external search engines and onsite search) using effective metadata, URL's, title tags, and keywords. Please note that the College currently uses a Google product for internal site search that is no longer supported. This service will need to be replaced on the new site.
9. **Accessibility and Security:** the new website must meet and easily be maintained in adherence with all federal and state guidelines for web accessibility for all audiences including those with visual impairment, hearing impairment, and any other protected class of individuals with a disability. This project will require pre-and-post launch accessibility verifications. The new website must also be secured from potential cyber-attacks using modern software and/or other methodologies recommended by the provider.
10. **Cloud Based Server Hosting and Managed Services:** The College wishes to host the website on a cloud-based server with services for regular maintenance from the provider.

### Project Costs and Budget

Based on the College's initial research and scope of this project, a one-time budget up of \$65,000 has been allocated for the entirety of this project. All quoted prices must be inclusive.

### Vendor Qualifications and Experience

The respondent must specify relevant information about their company's knowledge and experience with providing similar services. The respondent must also possess strong higher education experience and must provide, at a minimum, three (3) customer references from higher educational institutions requesting similar services to those described herein. See Attachment D for reference contact requirements.

### Project Timeline

Each proposal must include a project timeline that will be evaluated based upon its ability to meet CCCC's draft project approach, timeline, schedule, and requirements detailed below.

- Subject to change via vendor's feedback and expertise. Please note client stakeholder interviews and community feedback on usability and user experience has already been gathered by the College.

### Timeline Summary

Milestone Event	Target Date(s)
Research and Discovery	February 2025 to June 2025
UX, Design, and Development	March 2025 to July 2025
Training and Implementation	August 2025 to September 2025
Targeted Go Live Date with website fully functional	Week of October 31, 2025

### Research and Discovery (February 2025 – June 2025)

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

2. **Web traffic analysis** - Providers must conduct a thorough review of available web traffic/analytics data for Cape Cod Community College's website to observe trends and understand site visitor activity. Assistance with this will be coordinated with Information Technology Services.
3. **Content audit** - Provider must conduct a content audit of representative organizational web pages, assessing content for usefulness, relevancy, alignment with brand messaging and search engine optimization (SEO). Assistance with this will be coordinated with the Office of Strategic Communications and Marketing.
4. **Development of audience personas** - Provider must create representative profiles, or personas, of key audiences to help provide clarity around key tasks each needs to complete on the site and content required to engage them. Assistance with this will be coordinated with the Office of Strategic Communications and Marketing.
5. **Web content management system assessment** - Work collaboratively with Cape Cod Community College content owners, editors, authors, and stakeholders to validate necessary CMS and design requirements. The content management system must support the activities and varying skill levels of our content owners. It must:
  - a. Allow easy role scoping to limit users' access to sections of the site.
  - b. Permit version tracking and editorial oversight.
  - c. Allow for the creation of dynamic, time-sensitive posts as well as static, long-term pages.
  - d. It must be easily extensible to allow for future growth or changes in site functionality.

#### **UX, Design and Development (March 2025 – July 2025)**

1. **Information architecture** - Based on research findings, provider must develop a new IA for the Cape Cod Community College website, focused on the improvement of usability and content organization. Assistance with this will be coordinated with the Offices of Strategic Communications and Information Technology. This must include:
  - a. Site map (blueprint document that diagrams the recommended page and folder structure of the site).
  - b. Navigation paths for critical online tasks.
  - c. Final IA deliverables must include 1-2 rounds of revisions based on Cape Cod CC's feedback.
2. **Digital marketing and content strategy recommendations** - Provider must outline a recommended digital marketing and content strategy framework, including the specification of primary digital marketing objectives, the identification of critical content types (e.g. press releases, profiles, events, etc.), recommended structure of site content, suggestions around keeping, rewriting or archiving existing web content, a new content style guide and samples of web-optimized copy. Assistance with this will be coordinated with the Office of Strategic Communications and Marketing.
3. **Prototype of wireframe** - Provider must create representative wireframes (diagrams outlining the structure and navigation of the new web pages). These can either be live HTML that are then built upon for design or development or created in an appropriate prototyping tool. Development of the prototype must be an iterative and collaborative process between the provider and client. Assistance with this will be coordinated with the Offices of Strategic Communications and Marketing and Information Technology. The goal of this task is to get agreement on overall navigational structure, website components, structured content, and high-level page layout.
4. **CMS selection** - Providers must recommend an appropriate CMS solution that meets key needs. It is critical to know what the CMS will be before the design and development process begins, so that providers can recommend design functionality with the technology platform in mind.
5. **Creative visual design concepts** - According to the approved IA recommendations, provider must develop new creative design compositions for the homepage and representative interior pages of the organization's website. These compositions must follow the new brand guidelines, and must

include design and UX considerations for users of all device types (i.e., desktops, tablets, smart phones, etc.) Ideally, this would be achieved by creating a mobile first responsive design. The visual design must be an iterative and collaborative process between the provider and client. Visual design concepts may include a combination of static mock-ups and/or fully functional designed HTML.

6. **HTML/CSS development** - Provider must handle the coding of HTML, CSS, and JavaScript for the website templates, layouts, and other dynamic web assets. Coding must focus on mobile-first, responsive approach. All code must comply with WCAG AA accessibility guidelines.
7. **Usability testing** - Provider must perform usability testing of the new website design with representative target audiences. The goal is to determine if the new design, navigation, content strategy and layout appropriately meet primary audience needs. While this task can be done with static design mockups, it is generally more effective if testing with a subset of functional, designed HTML pages.
8. **Website style guide** - Provider must provide a new website style guide as a key deliverable. The style guide must document components developed for the site and how to use them as well as image size guidelines, content guidelines and web writing best practices.

#### **Training and Implementation (Final Phase) (August 2025 – September 2025)**

1. **CMS implementation** - Provider will be responsible for building-out the new website's templates, layouts, content types, etc. in the selected new CMS. The CMS training Provider must provide initial training with an ongoing training plan and training materials to ensure content owners, editors, authors, and managers are proficient and maintain proficiency in the CMS.
2. **Import/populate content and build-out website** - Provider will be responsible for all content migration.
3. **QA/Launch** - Provider must conduct final review and quality assurance (QA) activities (e.g., cross-browser and device testing) and coordinate the new website launch. QA activities must include a final accessibility review to confirm compliance with WCAG AA guidelines.

#### **Initial Launch Support (Target Date of October 31, 2025)**

1. **CMS technical support** - Provider must offer support for appropriate amount of time post-CMS hand-off, including technical maintenance options for support of the website and CMS installation (i.e., upgrades, patches, fixes, etc....).

#### **Price Proposal with Narrative**

The respondent must submit the required Proposal Pricing Form (Attachment F) along with a budget narrative that describes all the fees associated with services and requirements of the project. As noted in Proposal Submission section, the Proposal Pricing Form and the Budget Narrative should be submitted in a separate sealed envelope marked "*Price Proposal for RFP #25-05 Website*". Please outline customer support services and detail your service level agreement, cost, and benefits to each tier.

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

The Budget Narrative should not exceed 5 double-spaced pages, with at least one-inch margins using a font of size 11 or larger. The budget narrative can be used to further describe the price information requested on the Price Proposal Form.

This RFP does not commit CCCC to pay any costs incurred in the preparation and submission of any response to the RFP.



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## Section 2: Submission Requirements

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This RFP document is available on COMMBUYS.com and the CCCC procurement website (<https://www.capecod.edu/web/procurement>). COMMBUYS is the electronic marketplace for the Commonwealth of Massachusetts. The RFP is being posted on COMMBUYS strictly for the sake of advertising to the widest possible audience. All questions to this RFP should be addressed directly to CCCC as described below. Proposers are solely responsible for obtaining any addenda or modifications that are subsequently made to this RFP through COMMBUYS website.

Any and all data, materials and documentation submitted to Cape Cod Community College in response to this RFP shall become Cape Cod Community College's property and shall be subject to public disclosure under the Massachusetts public records act. In this regard, respondents are required to sign the authorized respondent's signature and acceptance form.

Respondents please note: by executing the authorized respondent's signature and acceptance form and submitting a response to this RFP, respondent certifies that it (1) acknowledges and understands the procedures for handling materials submitted to Cape Cod Community College, as set forth in attachment a hereto, (2) agrees to be bound by those procedures, and (3) agrees that Cape Cod Community College shall not be liable under any circumstances for the disclosure of any materials submitted to it pursuant to this RFP or upon respondent's selection.

This RFP does not commit CCCC to approve a Statement of Work, pay any costs incurred in the preparation of a vendor's response to this RFP, or to procure or contract for services. CCCC reserves the right to accept or reject any and all proposals received as a result of this RFP, to negotiate with the qualified vendor and to cancel, in part or in its entirety, this RFP if it is in the best interest of CCCC or the Commonwealth to do so.

### Proposal Timeline

Listed below are the key dates for the RFP process.

RFP Action:	Due Date / Time (EST)
CCCC issues RFP on or before	November 8, 2024
Proposer Questions Due	Monday, December 2, 2024 by 11:00 am
CCCC will Respond to Questions	Friday, December 6, 2024 by 4:00 pm
Sealed RFP Responses Due	Friday, December 20, 2024 by 11:00 am
Presentation Demonstrations/Interviews Held, if needed.	January 6th to January 17th 2025
Notification of Award on or before	January 21, 2025
Fully Executed Agreement on or before	February 4, 2025

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

### Questions

Questions must be submitted via email to the contact person at [procurement@capecod.edu](mailto:procurement@capecod.edu) by Monday, December 2, 2024 by 11:00 am EST. Bidders shall not, under any circumstances, contact (directly or indirectly) any other person within the College in regards to this RFP. All material communications between CCCC Procurement Office and potential respondents shall be in writing, as provided in this RFP.

The College will not be responsible for any oral instructions. Answers to questions will be remitted to all entities having requested the proposal as an Addendum to this RFP and will be posted on COMMBUYS. CCCC reserves the right to determine, at its sole discretion, the appropriate and adequate responses to comments, questions, and requests for clarification.

### **Product Demonstrations and Interviews**

Vendors may be required to conduct a virtual demonstration/interview of their proposed solution, at no cost to the College, prior to final vendor selection.

The College reserves the right to change the demonstration/interview period or to extend the dates during which demonstration/interviews may be undertaken. Vendors should be prepared to meet in the days indicated in the schedule above.

### **Requirements for Proposals**

Vendor proposal submission should include the following:

1. A detailed summary of the company's understanding of the statement of work and ability to fulfil the standards required for this RFP.
2. Provide a list the following information:
  - a. Examples of at least three (3) higher education active websites the provider has produced that best reflect work and relevancy to this project. These examples must demonstrate substantial capabilities with assessment and design within a higher education environment to effectively reach and engage prospective students, parents, the business community, alumni, high school guidance counselors, prospective faculty, and staff, etc....
  - b. The role the company played in each project.
  - c. The reference information for at least three (3) higher education clients. References must be entities for which the proposer has developed a website that is currently in use.
  - d. The firm's organizational capacity to produce the college's website (e.g., staff, equipment, software, areas of expertise, etc....)
  - e. The number of full-time staff the company employs.
  - f. The company profile, length of time in business, and core competencies.
  - g. The team that will be assigned to the college's project, including the number of employees that will make up this team and each person's role, as well as a brief background summary for each key staff member.
  - h. Offer a portfolio of services that includes digital and content strategy services, web usability and user experience, responsive web design and development.
  - i. All required attachments included in the RFP.

### **Proposal Submission**

Responders must submit two (2) sealed envelopes.

- (1) The first sealed envelope should be marked "*Price Proposal for RFP #25-05 Website*" and should include one (1) original hard copy of the Price Proposal Form (Attachment F) and (1) original hard copy of the Budget Narrative as described in the "Price Proposal with Narrative" section.
- (2) The second sealed envelope should be marked "*Technical Proposal for RFP #25-05 Website*" and should contain five (5) original sealed hard copies of the proposal for the technical aspect of your submission that addresses the non-price requirements described in this RFP. The Technical Proposal shall not exceed 20 double-spaced pages, with at least one-inch margins using a font of size 11 or larger. Also included should be one (1) copy of each of remaining required forms (Attachments A-E & G (in the second envelope), F (in the first envelope)) described below: Proposer Information Form, Tax Compliance



Certificate, Certificate of Non-Collusion, References, Debarment and Suspension Certification, Authorized respondent's signature, and acceptance form.

Proposals should be as thorough and as detailed as possible so that CCCC may properly evaluate the proposers' capabilities to provide the required website and services.

Responses to this RFP must be received by the college **NO LATER THAN 11:00 AM on Friday December 20, 2024**, at which time the Procurement Manager (or his/her designee) will open the non-price proposals in the presence of one or more witnesses.

**1 Price proposal and 5 Non-price proposals must be submitted in two separate envelopes.** Mail or deliver the proposals SEALED and NOTING "RFP# 25-05 Website" to:

Cape Cod Community College  
ATTN: Procurement Department - RM119  
2240 Iyannough Road  
West Barnstable, MA 02668

**No fax or email responses will be accepted. No incomplete proposals will be considered.**

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

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

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

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

#### **Required Forms**

All necessary forms are attached to the back of this RFP. Respondents who do not include all completed forms in their proposals will be considered non-responsive. The required forms are as follows:

- 1) Attachment A: Proposer Information Form
- 2) Attachment B: Tax Compliance Certificate
- 3) Attachment C: Certificate of Non-Collusion
- 4) Attachment D: References

Respondents must submit a list of three (3) institutions currently using the proposed website technology. References will be checked. NOTE: Poor references may be a basis for a determination that the vendor is not a responsible proposer.

- 5) Attachment E: Debarment and Suspension Certification

- 6) Attachment F: Price Proposal Form (described in Price Proposal with Narrative section)
- 7) Attachment G: Authorized respondent's signature and acceptance form

### Section 3: Selection Methodology

#### Evaluation Criteria

Only those proposals that meet the RFP submission requirements described in Section 2 shall be eligible for evaluation. All eligible proposals will be reviewed based on the following ratings (weight) for each evaluation criteria listed in the table below: Highly Advantageous (3), Advantageous (2), Not Advantageous (1), Unacceptable (0). A highly advantageous proposal will provide responses that clearly demonstrate how the proposed website solution and services will meet or exceed the required elements associated with each criterion as described in this RFP. The scores from each committee member will be averaged, with a maximum score of 3 points possible for each criterion and 18 points for the entire proposal.

Item	Evaluation Criteria	Point Value
1	Understanding Scope of Work	0-3
2	Ability to deliver Website Design and Content Management System	0-3
3	Training Requirements and Support	0-3
4	Vendor Qualifications & Higher Ed. Website Experience	0-3
5	Project Timeline	0-3
6	Overall Quality of Proposal	0-3
	<b>Total RFP Point Value</b>	<b>18</b>

#### Selection Procedure

A proposal evaluation committee, appropriate to the scope and nature of the RFP, will evaluate each responsive technical proposal based on the six (6) evaluation criteria and maximum points allowed. After the technical proposal scoring is complete, price proposals will be reviewed. The proposal evaluation process is designed to award the contract not necessarily to the respondent of least cost, but rather to the respondent with the best combination of attributes providing the overall best value. The Board of Trustees shall make the final award if the contract amount is over \$100,000.

CCCC reserves the right, at its sole discretion, to request respondent clarification of a Technical Proposal or to conduct clarification discussions with any or all respondents. Any such clarification or discussion shall be limited to specific sections of the proposal identified by CCCC. The subject respondent shall put any resulting clarification in writing as may be required by CCCC.

#### Contract Award

The College shall award this contract to the responsive and responsible proposer that provides the greatest overall value to CCCC considering the evaluation criteria described herein as well as cost. Award will be based on best value, not necessarily lowest price. Following the selection of the best-value proposal, CCCC reserves the right to negotiate best and final offer with respect to the contract award.

Upon notification of the award, the respondent with the apparent best-value proposal shall execute the following documents: Commonwealth of MA Standard Contract Form and W-9 Taxpayers ID form within 10 working days. If the respondent fails to provide the aforementioned requested documents by the deadline,

CCCC may determine that the respondent is non-responsive to the terms of this RFP and reject the proposal. If CCCC determines that the apparent best-value proposal is non-responsive and rejects the proposal, the remaining responsive proposals will be reviewed to determine the new apparent best-value proposal.

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#### **Section 4: Additional Terms and Conditions**

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**Appendix – Supplemental Information:** *An optional appendix may include materials that illustrate or expand on the respondent’s experience, including examples of reports for similar projects, product brochures, or other related materials useful for evaluation of the response.*

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

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

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

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

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

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

**Subcontracting Policies:** Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its

subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

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

**Non-Discrimination in Employment:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation, gender identity, religion, genetic information maternity leave, military service, marital status, or disability. The Contractor agrees to comply with applicable federal and state statutes, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all administrative and executive orders, where applicable.

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

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

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

**Purchase Order Numbers:** Contractors will be responsible for obtaining an approved purchase order number from the procuring fiscal department for all services and/or outright purchases. This purchase order number should appear on all correspondence such as the invoice, packing slip or work order. No service or delivery shall be performed unless an approved purchase order number is assigned or unless an authorized College employee has expressed that the purchase of item or service is an emergency. In the case of an emergency, the contractor shall immediately call the appropriate fiscal office for verification on that day or the next business day, if it is on a weekend or holiday.

**Payment:** Invoices should be sent to the Accounts Payable Department after the delivery or service performance. Invoices should be mailed to Accounts Payable at 2240 Iyannough Road, West Barnstable, MA 02668 or emailed to [accountspayable@capecod.edu](mailto:accountspayable@capecod.edu). Reimbursements will be made solely based on actual expenditures, and itemized lists of reimbursement charges must accompany all invoices. Invoices shall be date stamped when received by the AP department.

**Order Receipt and/or Work Completion Receipt:** The contractor is required to obtain department employee signatures as verification of shipment and/or work completion. It is highly encouraged that a copy of said document is attached to their invoice. Work orders or work completions shall state the number of hours and the exact times in which the contractor performed their service.

**Assurances:** The RFP will include assurances from the evaluator that they will follow CCCC policies and procedures, funder requirements, applicable laws, institutional review board (IRB) policies and procedures, and confidentiality requirements. Staff, if at all directly working with students, will provide proof of all required background checks and clearances.

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

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

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

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

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

**Contract Termination:** The College reserves the right to amend or terminate the contract in whole, or with any number of contractors, with or without cause, at any time, without prior notice and upon any time felt necessary by the department. Contract may be canceled at any time based on funding availability and responder performance.

# Proposer Information Sheet

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

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

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

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

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

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

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

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

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

\_\_\_\_\_: I have received and reviewed all the bid information and attachments to RFP #25-05.

Authorized Signature:

Date:

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REQUIRED FORM  
CERTIFICATE OF COMPLIANCE

WITH STATE TAX LAW AND UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS

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

I \_\_\_\_\_, authorized signatory for

*Name & Title*

\_\_\_\_\_ whose principal place of

business is located at \_\_\_\_\_ do hereby certify under

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

The Business Organization Social Security Number or Federal Identification Number is.

\_\_\_\_\_.

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

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

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

**REQUIRED FORM**  
**Certificate of Non-Collusion**

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

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*Authorized Signature*

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*Date*

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*Printed Name of person signing bid or*

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*proposal*

*(Name of business)*

**REQUIRED FORM**  
**Business References**

Please submit a list of the (3) customer references from institutions requesting similar services to those requested in this RFP. **References will be checked.**

**Reference #1**

Contact Name:	Phone Number:
E-Mail Address:	Fax Number:
Business Address:	
Description and dates of services provided:	

**Reference #2**

Contact Name:	Phone Number:
E-Mail Address:	Fax Number:
Business Address:	
Description and dates of services provided:	

**Reference #3**

Contact Name:	Phone Number:
E-Mail Address:	Fax Number:
Business Address:	
Description and dates of services provided:	

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Executive Orders 12549 and 2689)**

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

**Instructions for Certification**

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

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

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

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

SIGNATURE

DATE

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Debarment and Suspension (E.O, 12549 and 12689) Certification

**RFP 25-05 Website Design and Open Source Content Management System**

We propose to furnish to Cape Cod Community College with Higher Education Website, Open Source Content Management System, and Training & Support with the attached specifications.

This completed Price Proposal Form, along with the Budget Narrative, should be placed in a separate sealed envelope marked "Price Proposal for RFP #25-05 Website".

Indicated below, **ALL** cost details and totals, in US dollars, for the initial service year as well as subsequent renewal years for all required elements.

Vendor's name: \_\_\_\_\_

**Component Pricing Details:**

Item/Service	Amounts (USD)
Design, Development, and Testing	
Implementation	
Training	
Support/Maintenance	
Travel	
Other (Specify)	
Other (Specify)	
<b>Total Cost</b>	

Proposer understands that this proposal shall be good and may not be modified or withdrawn without the College's consent, for a period of at least ninety (90) calendar days after the actual date of the RFP opening.

Proposer understands CCCC reserves the right to reject any proposal or to waive any informalities for this RFP.

**Budget Narrative Document**

As described in the Budget Narrative section, please also include a Budget Narrative that describes the specific nature of the content or parameters associated with each component item or service. For example, how many days will the training take and how many people may participate.

Vendor Authorized Signature Verification Form

**Individuals:** Individuals have **two options** to verify signature authorization:

**1. Official Sample of Signature.** Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, OR

**2. Notarization.** In the alternative, the Bidder can have their signature notarized in the space below.

**Corporations:** Corporations have **two options** to verify signature authorization.

**1. Authorization and Clerk Certification:** The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) **AND** that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (**NOTE:** Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); OR

**2. Authorization and Official Sample of Signature or Notarization** (Complete both "a." and "b." below)

**a. Authorization:** The Bidder may attach a copy of a board of directors' vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation **AND:**

**b. Official Sample of Signature or Notarization (Select one option)**

• **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature **OR**

• **Notarization.** Have each of the signatory's signature notarized (made in a notary's presence) below.

**Partnership or Other Entities**

**1. Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity **AND**

**2. Official Sample of Signature or Notarization:** (Select one option)

**a. Official Sample of Signature** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; **OR**

**b. Notarization** Have their signature notarized in the space below.

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**THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION**

**PRINT SIGNATORY'S FULL LEGAL NAME:** \_\_\_\_\_

**SIGNATURE:** (as it will appear on documents) \_\_\_\_\_

(NOTARY) I, \_\_\_\_\_ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder and the individual's identity was verified, on this date: \_\_\_\_\_, 20 \_\_\_\_\_. My commission expires on:

OR

(CORPORATE CLERK) I, \_\_\_\_\_ as corporate clerk of the Bidder/Vendor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Vendor. This date: \_\_\_\_\_, 20 \_\_\_\_\_.

**AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:**