



## RFP 23P-002 Student/ Employee Portal Replacement

January 24, 2023

Addendum 1

### Questions and Answers

**Question 1:** Since we need to send a printed version and a PDF version on a flash drive, can we include links on our answers that would only be viewable on the PDF electronic version? Would you also want all linked content printed out for the hard copies?

**Answer 1:** All content in the electronic version should be the same as the hard copy version. Please print out all linked content for the hard copy version.

**Question 2:** On the technical proposal where you want to know the amount of “on-site start-up, training, and technical support services” are you asking how much time the vendor needs to be on site or how much time is needed from the staff that are on site for Harford CC?

**Answer 2:** We do not require a vendor to be on-site. We prefer that start-up, training, and technical support services are done remotely to save on the cost of the project.

**Question 3:** There is mention of needing 3 current references and 3 references of similar scope. But there is only 1 reference form. Since these will be the same references, is it ok if we only fill out the reference form one time or do you require us to copy the form and fill it out twice?

**Answer 3:** The 3 references should be the same: 3 current references of similar scope. Only one form is necessary.

**Question 4:** How are you currently handling document upload functionality?

**Answer 4:** The current portal solution, Ellucian Luminis, has the ability for content editors to upload documents, images and videos that can be accessed from the portal. We currently only use document uploads to the portal by the content editors as a way to share out documents downloaded.

**Question 5:** Are you looking for a solution that will organize PDFs for users to access based on role, or are you looking for a solution that allows users to upload completed documents for later retrieval by other customers?

**Answer 5:** We are looking for a solution that is used for publishing documents for users to access based on their role.

**Question 6:** G1 (Complete Agreement): We note that these T&Cs constitute the sole and entire agreement between the College and Vendor with respect to the subject matter thereof. However, these T&Cs do not provide for all the terms and conditions required for the provision of our services - including the licensing of our software solution. We have a standard master services and software license agreement (MSA) which we use with all our customers. We are happy to include in our MSA the specific T&Cs which are required by the College and acceptable to us but the final agreement in place between us should be that MSA (as amended). Is this acceptable for the College?

**Answer 6:** Please submit contract template with your technical submittal for our review.

**Question 7:** G11 (Inspection): Could you confirm whether this provision is applicable in the context of a SaaS solution such as ours? We want to make sure that upon successful implementation (i.e. meeting all specifications), we do not end up in a situation whereby the College can reject the services in their sole discretion.

**Answer 7:** Upon successful implementation and acceptance by the College, termination under this clause cannot be enacted. It is anticipated that inspection and acceptance would be ongoing during the various UAT phases.

**Question 8:** G12 (Warranty): Could you confirm whether this provision is applicable in the context of a SaaS solution such as ours? While we are happy to provide standard warranties customary to our business, we cannot warrant for instance that our software is completely free of defects - there is no such thing as an error-free SaaS solution.

**Answer 7:** Please ensure that warranty is addressed in the contract template to be included in your technical submittal.

**Question 9:** G17 (Indemnification): This provision is too broad both in terms of damages covered and the reasons to trigger such indemnity (i.e. any acts and omissions). We do not offer general indemnification as part of our standard MSA - we do remain contractually liable for defaults of our obligations though. We could offer indemnity for IP infringement or breach of confidentiality obligations or alternatively mirror the indemnification provision given by the College. Is this acceptable for the College?

**Question 9:** Please submit your proposed indemnification language for review by our attorney.

**Question 10:** G18 (Force Majeure): This should be a provision applying to both the College and the Vendor. As we are the one providing the services, this provision is customarily to the benefit of the Vendor. Is this acceptable for the College?

**Question 10:** Please submit your proposed Force Majeure language for review by our attorney.

**Question 11:** G23 (Termination for Convenience): We based multi-year contract pricing on the basis of no-termination for convenience - pricing would differ for a 1-year contract for instance. Therefore, allowing a termination in year 1 of a 3-year contract can affect the pricing we would have otherwise offered. Also, should we accept a 'termination for convenience' provision, the fees paid for the then current year should be non-refundable - only the following contract years should be refunded. Is this acceptable for the College?

**Answer 11:** Harford Community College would accept a multi-year contract with a termination for convenience provision with the fees for the then current year being nonrefundable and subsequent years being refunded.

**Question 12:** G24 (Termination for Default): The concept of performing 'unsatisfactorily' is too broad and subjective. We believe it should be linked to material breach of contract at least. Is this acceptable for the College?

**Answer 12:** Please submit your proposed language for Termination for Default for review by our attorney.

**Question 13:** G41 (Audit): Could you confirm what that provision would entail exactly and in what situation would that apply? It seems pretty broad as currently drafted - giving access to proprietary and confidential information not relevant for such an audit.

**Answer 13:** This provision is to ensure that the College is receiving what we are paying for. For instance, if you are billing for "X" and we paid invoices for "X," it is to ensure that we actually received "X". If you have proposed language, please send for review by our attorney.

**Question 14:** [Our company] strives to be an eco-conscious company. In accordance with our environmental social responsibilities, we would like to submit our response electronically. Would HCC consider this alternative, waive the hard copy submission requirement, and accept an electronic submission?

**Answer 14:** No. Please submit responses as specified in the solicitation document.

**Questions 15:** Can companies from Outside USA can apply for this? (ex: India or Canada)

**Answer 15:** The work can all be done remotely. However, while working on the project, all work required by Harford Community College must be done during normal business hours during eastern standard time. All oral and written communications need to be done using the English language. We prefer that all non-sensitive data stored by the cloud solution reside in the USA. We require that all sensitive data stored by the cloud solution reside in the USA.

**Questions 16:** Will we need to come over there for on-site meetings?

**Answer 16:** The work can all be done remotely. However, while working on the project, all work required by Harford Community College must be done during normal business hours during eastern standard time. All oral and written communications need to be done using the English language. We prefer that all non-sensitive data stored by the cloud solution reside in the USA. We require that all sensitive data stored by the cloud solution reside in the USA.

**Questions 17:** Can we perform the tasks (related to RFP) outside the USA? (ex. India or Canada)

**Answer 17:** The work can all be done remotely. However, while working on the project, all work required by Harford Community College must be done during normal business hours during eastern standard time. All oral and written communications need to be done using the English language. We prefer that all non-sensitive data stored by the cloud solution reside in the USA. We require that all sensitive data stored by the cloud solution reside in the USA.

**Question 18:** Can we submit the proposals via email?

**Answer 18:** No. Please submit responses as specified in the solicitation document.

Reminder: Addenda must be acknowledged in the RFP submittal in the appropriate area. Failure to acknowledge addenda on the submittal may result in the submittal being deemed Non-Responsive.