



HARFORD
COMMUNITY COLLEGE
DEPARTMENT FOR PROCUREMENT

SOLICITATION NUMBER AND TITLE:	RFP 23P-002 STUDENT/EMPLOYEE PORTAL REPLACEMENT
SOLICITATION DUE DATE AND TIME:	FEBRUARY 2, 2023 1:00 PM Local Time
SOLICITATION DOCUMENTS:	https://hccweb1.harford.edu/procurement/solicitationdocuments.asp
DELIVERY LOCATION OF SUBMITTAL:	HARFORD COMMUNITY COLLEGE PROCUREMENT OFFICE CONOWINGO BUILDING RM 105 401 THOMAS RUN ROAD BEL AIR, MD 21015
VIRTUAL PRE-SOLICITATION MEETING:	Wednesday, January 4, 2023 2:00 PM Local Time
PRE-SOLICITATION MEETING LINK:	Click here to join the meeting
QUESTIONS DUE DATE AND TIME:	January 13, 2023 12:00 NOON Local time
QUESTIONS:	Emailed questions must be received by the date and time noted above to: Christine Carpenter at CCarpenter@harford.edu
ORAL PRESENTATION/DEMONSTRATIONS	Tentatively scheduled February 15-17, 2023

Harford Community College encourages small and minority businesses to respond to and participate in solicitation opportunities.

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GENERAL TERMS AND CONDITIONS
For ALL Harford Community College purchases

G1) COMPLETE AGREEMENT

These terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and Vendor with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Vendor's quotation is referred to, such quotation is incorporated in this document only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms herein.

G2) TERMS OF DELIVERY

Delivery terms shall be FOB Destination unless otherwise stated. All prices shall include delivery. Delivery shall be made in accordance with the solicitation specifications. The College, in its sole discretion, may extend the time of delivery for excusable delays due to unforeseeable causes beyond the Vendor's control. The College unilaterally may order in writing the suspension, delay, or interruption of delivery hereunder. No charge will be allowed for cartage unless prior written agreement. All deliveries must be prepaid and delivered to Harford Community College, Conowingo Building, 401 Thomas Run Road, Bel Air, MD 21015-1627. NO COLLEGE SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

G3) PACKAGING

All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices affixed or included with each shipment. No charges may be made over and above an offered price for packaging or for deposits on containers unless specified prior to offer acceptance.

G4) TIME IS OF THE ESSENCE

Time is of the essence in the performance of this agreement. If goods are not delivered or service performed within the time specified herein, or if no time is specified then within a reasonable time, or if any goods or services fail to comply with specifications, the College shall have the right to purchase the goods and services on the open market, and Vendor shall be liable to the College for any excess cost of replacement goods or services over the price shown on this purchase order.

G5) QUANTITIES

The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over

shipments will be subjected to rejection and may be returned at Vendor's expense.

G6) ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail. The College may reject a submittal as non-responsive if the unit prices are mathematically or materially unbalanced.

G7) TERMS OF PAYMENT

Unless a payment is unauthorized, deferred, or delayed, payments to the Vendor pursuant to this Contract shall be made no later than 30 days after the College's receipt of a true and correct invoice from the Vendor.

G8) ELECTRONIC TRANSMISSION

Any purchase order, contract, contract amendment or official documents is transmitted by electronic means, such transmission shall have the legal significance of a duly executed original,

G9) INVOICES

Invoices shall be mailed to Harford Community College, Accounts Payable Department, 401 Thomas Run Road, Bel Air, MD 21015 or electronic copies may be emailed to acctpay_finance@harford.edu. The purchase number must appear on the invoice. Failure to comply may result in delay of payment.

G10) TAX EXEMPTION

The College is exempt from Federal Excise and Maryland Sales and Use Tax. Exemption certificates are available upon request. Where a Vendor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Vendor shall pay the Maryland Sales Tax and the exemption does not apply.

G11) INSPECTION AND NON-CONFORMING GOODS

All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Vendor's instructions at Vendor's risk and expenses and, if Vendor directs, will be returned at Vendor's expense. If the Vendor fails to cure any defects within ten (10) business days, the College reserves the right to repurchase the items elsewhere and the Vendor shall be liable for any excess price paid for the replacement item, plus applicable expenses. Payment for goods or services furnished or performed by Vendor shall not constitute acceptance by the College, and such payments shall be deemed to have

been made without prejudice to any and all claims the College may have against Vendor. The College reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. All goods are fit for the purpose for which they were sold. U.C.C. as adopted by state law, concerning warranties applies to this purchase order.

G12) WARRANTY

The Vendor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Vendor further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Vendor's expense.

G13) INTELLECTUAL PROPERTY

Vendor guarantees that the sale and/or use of the goods and services offered will not infringe upon any U.S. or foreign patent, trademark or copyright. Vendor will, at their own expense, indemnify, protect and save harmless the College, its Trustees, employees, agents and students with respect to any claim, action, cost or judgment for intellectual property infringement, arising out of the purchase or use of these materials, supplies, equipment or services covered by this contract.

G14) HAZARDOUS AND TOXIC SUBSTANCES

Vendor must comply with all applicable Federal, State, County and local laws, ordinances and regulations relating to hazardous and toxic substances including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances. Pursuant to Occupational Safety and Health Act (OSHA) 29 CFR 1910, where applicable, SDS for the products supplied or used as a result of this contract must be sent to the attention of Coordinator for Campus Operations, Harford Community College, 401 Thomas Run Rd., Bel Air, MD 21015-1627. SDS must identify the contract number under which the products were supplied or used. The successful contractor shall submit Safety Data Sheets on any item requested by the procurement manager or other College official.

G15) MINIMUM SAFETY REQUIREMENTS

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Vendor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and owners' facility rules and regulations. The Vendor shall submit to owner, a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. The Vendor shall effectively execute the program elements and maintain the job site in a safe and healthful matter. The Vendor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. The Vendor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection. All injuries, illnesses, and work-related incidents should be reported to the College immediately but, in no event, later than the next business day after the incident. The Vendor shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident. The College reserves the right to audit the Vendor safety and health related records and statistical information at any time.

G16) INSURANCE

The Vendor shall maintain such insurance as will indemnify and hold harmless the College for property damage and personal injury, including death, which may arise from the Vendor's or subcontractor's operations under this agreement, or by anyone directly or indirectly employed by the Vendor or subcontractor. The Vendor shall maintain, at a minimum, general liability, worker's compensation, and automobile liability insurance in amounts acceptable to the College. A waiver of Subrogation in favor of Harford Community College is required for Worker's Compensation and General Liability. Coverages and coverage amounts are dependent on solicitation requirements. Insurance coverages and required amounts will be specified in the solicitation documents. Prior to beginning work, the Vendor shall send a certificate of insurance to the College's Procurement Department, and the College shall be named as additional insured on the insurance certificate and all applicable policies.

G17) INDEMNIFICATION

The Vendor shall indemnify, defend, and hold harmless Harford County, Maryland, Harford Community College, the Harford Community College Foundation and their respective trustees, officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees. Both parties hereto are subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and agree that nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the parties are free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

The College shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement. The Vendor shall protect, hold free and harmless, defend and indemnify the College (including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the performance of the work under this agreement. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of the Vendor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Vendor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. Vendor shall, at all times, keep the College free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from furnishing of services (whether services, work or labor performed, or materials or equipment furnished) by the vendor.

G18) DELAYS; FORCE MAJEURE

In no event shall the College be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; riots; hostile foreign action; government action; nuclear incidents or explosions; acts of God; natural disasters, such as hurricanes, tornados, earthquakes, typhoons, floods, fires or other catastrophic natural event; epidemics or pandemics; interruptions, loss or malfunctions of utilities, communications, transportation or computer (software and hardware) services; or any other act or failure to act by the other party or such other party's employees, agents, or contractors. The Vendor shall be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance may be extended for a period equal to the time lost by reason of such delay, on written approval of the Director of Procurement. An equitable financial adjustment may be negotiated between parties for any period of nonperformance.

G19) CHANGES

The College retains the unilateral right to order in writing, changes in the work within the scope of the contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the Vendor by the College's Procurement Department, incorporating such change and agreeing to the rate increment or revised service. If any changes cause an increase or decrease to the Vendor's cost of, or change in the time required for performance, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. No claim by the Vendor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

G20) DISPUTES

Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Harford Community College or designee. Pending final decision of the dispute, the Vendor shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.

G21) ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the

arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules

G22) SUSPENSION OF WORK

The College, unilaterally, may order the Vendor, in writing, to suspend, delay, or interrupt all or any part of the contract for such period of time as he may determine to be appropriate for the convenience of the College.

G23) TERMINATION FOR CONVENIENCE

The College may terminate all or any part of the purchase order, contract, or these terms and conditions for any reason at the College's convenience upon thirty (30) calendar day's written notice to the Vendor. The College will pay all reasonable costs associated with this contract for satisfactory work completed prior to termination and any reasonable costs associated with termination. Upon such termination Vendor agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination. The College shall have no liability whatsoever for goods which are Vendor's standard stock.

G24) TERMINATION FOR DEFAULT

If the Vendor has not performed, or has performed unsatisfactorily, or failed to provide acceptable form of current Certificate of Insurance, or acceptable form of bond (if required), the College may terminate the contract by written notice to the vendor. Written notice shall specify the act(s) or omission(s) of vendor to cause termination. The College shall pay for satisfactory performance for work completed prior to notice of termination, minus cost of any damage caused by Vendor's breach. If the cost of Vendor's damages exceeds any final compensation due, the Vendor will remain liable and the College may collect costs owed to it. Failure on the part of the Vendor to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Vendor is not entitled to recover any costs incurred by the Vendor up to the date of termination.

G25) TERMINATION FOR NON-APPROPRIATION

Harford Community College is a public institution of higher education and its budget is subject to funding by governmental entities. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Vendor may not recover anticipatory profits or costs incurred after termination. The effect of termination of the Contract hereunder will be to discharge both the Vendor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Vendor may not recover anticipatory profits or costs incurred after termination

G26) TERMINATION FOR INSOLVENCY

If the College has reasonable cause to believe the Vendor is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Vendor, then, at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Vendor. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.

G27) NON-COLLUSION

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

G28) VENDOR SUSPENSION OR DEBARMENT

The Vendor certifies that is not suspended or debarred from participating in any State of Maryland or Federal contract awards.

G29) INDEPENDENT CONTRACTOR

The Vendor agrees and understands that the services performed are done so as an Independent Contractor and not as an employee of the College and that the Vendor acquires none of the rights, privileges, powers or advantages of College employees. The Vendor is required to pay Federal and State taxes. The College shall not be responsible for withholding taxes with respect to the Vendor's compensation. The Vendor shall have no claim against the College for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or

disability benefits, unemployment insurance benefits, or employee benefits of any kind.

G30) NON-HIRING OF EMPLOYEES

No employees of the College, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Vendor or subcontractor on this contract.

G31) BACKGROUND INVESTIGATIONS FOR VENDORS

As a condition of award of this contract, all Vendors and subcontractors who will be working (this includes attending meetings) on the College campus or any other site leased, owned or used by the College, may be required to provide proof of a successful background check upon award of the Contract. This includes, but is not limited to, verification of credentials, criminal history, and driving records (as appropriate). The College reserves the right to request documentation from the successful Vendor and subcontractor for proof of their ability to work in the United States.

G32) NON-DISCRIMINATION

The Vendor agrees:

a) not to discriminate in any manner against an employee or applicant for employment due to age, race, color, religion, sex, creed, national origin, marital status, ancestry, gender, genetic information, physical or mental handicap unrelated in nature and extent so as reasonably preclude the performance of such employment, status as an individual with a disability, veteran, sexual orientation, or any other status as protected by law; and

b) to inform and instruct its employees that all forms of sex discrimination, sexual harassment and sexual misconduct are expressly prohibited, that employees who have been or are being subjected to sex discrimination, sexual harassment or sexual misconduct or who are aware of another who has been or is being subjected to such actions shall immediately notify Vendor's management, that retaliation for reporting any such conduct is expressly prohibited and that the Vendor will take timely and appropriate action against any of its employees who commit such prohibited acts; and

c) above the provisions (a) and (b) above apply in any subcontract for standard commercial supplies or raw materials; and

d) to post and to cause subcontractor to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

Failure to comply with the terms of this section shall be considered just cause under Termination for Default

G33) COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Vendor warrants that both the Vendor and/or any subcontractor of the Vendor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986, as amended from time to time (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. Vendor agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages, or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Vendor's or any subcontractor of the Vendor's noncompliance with "IRCA." Vendor agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Vendor with "IRCA". Vendor recognizes that it is the Vendor's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

G34) AFFIRMATIVE ACTION NOTICE

Vendor is notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222- 54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. All vendors and subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

G35) POLITICAL CONTRIBUTION DISCLOSURE

Vendor shall comply with §§14-101-14-109, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person or business receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting

period to a candidate for elective office in any primary or general election.

G36) FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State or a state unit and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

G37) REGISTRATION

Per the Annotated Code of Maryland, Corporations and Associations Article, all businesses formed in Maryland must be registered with the State Department of Assessments and Taxation.

G38) FOREIGN BUSINESS REGISTRATION

Pursuant to §7-202 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, before doing any interstate or foreign business in this State.

G39) ASSURANCE OF NON-CONVICTION OF BRIBERY

The Vendor hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any college, any state, or the Federal Government.

G40) MARYLAND PUBLIC INFORMATION ACT

The Vendor recognizes that the College is subject to the Maryland Public Information Act of Title 4 of the General Provisions Article of the Annotated Code of Maryland. Vendor agrees that it will provide any justification as to why any material, whole or in part, is deemed to confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed.

G41) AUDIT

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

G42) RECORD RETENTION

The Vendor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the College hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the College at all reasonable times.

G43) COMPLIANCE WITH LAWS

The Vendor agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time. The Vendor shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations.

G44) MARYLAND LAW

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

G45) VENDOR'S PRESENCE ON CAMPUS

The Vendor or Vendor's subcontractor will be required to have proper identification showing Vendor's or subcontractor's name and technician name at all times while on campus. The Vendor agrees that all employees whose duties bring them upon the College's premises shall abide by its rules, regulations and the reasonable directions of its officers in enforcing rules, regulations and in internal security and theft control. The College shall have no responsibility for loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies and other personal property of vendor or its employees, subcontractors, or materialmen. Vendor's employees shall have the right to use only those College facilities necessary to the performance of the contract. Such employees shall comply with the College's policy of: **No Tobacco Use of Any Kind on Campus including private vehicles.**

G46) NDAA COMPLIANCE

If this contract involves the purchase of telecommunication equipment or services, the Vendor represents and warrants that it is compliant with the John S. McCain National Defense Authorization Act ("NDAA") for Fiscal Year (FY) 2019 (Pub. L. 115-232) and the interim rule amending the Federal Acquisition Regulation to implement Section 889 of NDAA. The Vendor represents and warrants that it will not provide covered telecommunications equipment or services, as defined by NDAA, to the College in the performance of any contract, subcontract or other contractual instrument resulting from this agreement. After conducting a reasonable inquiry, the Vendor represents and warrants that it does not use covered telecommunications equipment or

services, as defined by NDAA, or use any equipment, system, or service that uses covered telecommunications equipment or services.

G47) CONFIDENTIAL AND SENSITIVE INFORMATION

All Vendors that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the College's identity theft prevention policies and procedures. In the event that the service provider becomes aware of a red flag or data incident, the service provider is required to report the incident to their point of contact at the College. All Vendors that process, store or transport CSI provided by the college are required to give the College sufficient documentation to assess the provider's data security risk.

G48) ASSIGNMENT

The Vendor shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Any attempted assignment without said consent shall be void and of no effect. Assignment of Accounts Receivables may be made only upon written notice furnished to the College

G49) SUBCONTRACTORS

Vendors are solely responsible for the performance of their subcontractors. Subcontractors, if any, shall be identified and a complete description of their role relative to the Vendor and their performance shall be stated. The College reserves the right to reject any subcontractor. Nothing contained in these documents shall create any contractual relationship between any subcontractor and the College. Prior to receiving the final payment of a project, the Vendor shall certify in writing that payments to subcontractors have been made from the proceeds of prior payments, and that from the Vendor shall make final payment to its subcontractor(s) and suppliers in a timely manner in accordance with its contractual relationship with them.

G50) PUBLICITY

The Vendor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College, obtained in advance.

G51) RESERVATIONS

The College reserves the right to accept or reject any and all submittals in whole or in part, received as a result of any solicitation; to waive minor technicalities, or to negotiate with any or all responsible Vendors, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.

The College reserves the right to reject the submittal of a Vendor who, investigation shows, is not currently in a

position to perform the contract, or who has previously failed to perform contracts of similar nature in a proper and timely manner.

The College reserves the right to make such investigation as it deems necessary to determine the ability of the Vendor to provide the required services, and the Vendor shall furnish to the College all such information for this purpose as they may request. Should such investigation or evidence fail to satisfy the College that the Vendor is fully qualified to execute and complete the contract, the submittal may be rejected.

The College reserves the right to increase or decrease the quantities for which it is soliciting offers hereunder.

G52) SEVERABILITY

If any term or condition of this contract is held invalid by any court, such invalidity shall not affect the validity of other terms and conditions of this contract.

HARFORD COMMUNITY COLLEGE
FORMAL SOLICITATION (RFP/IFB/RFQ)
TERMS AND CONDITIONS

Formal Solicitation Terms and Conditions are in addition
to the General Terms and Conditions

FS1) SOLICITATION ADVERTISEMENT AND SOLICITATION
DOCUMENTS

Harford Community College solicitations are posted on
the eMaryland Marketplace Advantage website,
www.procurement.maryland.gov, for public notification
only.

The Harford Community College's Procurement Bid Board
is the only official repository of solicitation documents and
any addenda, if posted. It is incumbent on Vendors to
monitor Harford Community College's Procurement Bid
Board to ensure that they have received the correct
information, complete documents and any addenda. The
College assumes no responsibility for verbal
communications. Failure to monitor Harford Community
College's Procurement Bid Board may result in a non-
receipt of important information prior to the due date
which may result in the rejection of a submittal.

Harford Community College's Procurement Bid Board may
be accessed [here](#) or via the following link:
[https://hccweb1.harford.edu/Procurement/solicitationD
ocuments.asp](https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp).

FS2) ADDENDA

Should any vendor find discrepancy in the solicitation
documents, or should the vendor be in doubt as to their
meaning or intent of any part thereof, the vendor must,
prior to questions due date and time, request clarification
from the Director of Procurement in writing, who will
clarify via a posted addendum on the Harford Community
College Procurement Bid Board. All posted addenda shall
form a part of the contract. The College will assume no
responsibility for oral communications. Posted addenda
must be acknowledged in the appropriate area of the
solicitation submittal. Failure to acknowledge posted
addenda may render the submittal as non-responsive.

FS3) FORM OF SUBMITTAL

Each submittal must be tendered in a securely sealed
envelope, prominently marked with the solicitation
number and title, the due date and time, and the name of
the vendor. Required submittal documents must be
completed in ink and signed by a person authorized to
bind the vendor to a contract, if offered. Only original wet
signatures or digitally certified electronic signatures will
be accepted. Solicitation responses via email or facsimile
shall not be accepted. When pricing is requested in both
words and figures, the sum written in words shall govern
in the case of any discrepancy. The College shall not pay
any expenses incurred in the preparation or submission of
any solicitation response. The College reserves the right to

consider informal any bid not prepared in accordance with
instructions. Conditional or qualified submittals may be
rejected.

FS4) CANCELLATION

The College may cancel or withdraw any solicitation, in
whole or in part, at any time.

FS5) LATE SUBMITTALS

Submittals are due according to solicitation requirements.
Submittals received after the specified due date and time
will not be accepted.

FS6) SPECIFICATIONS / ALTERNATES COMPLIANCE

The Vendor shall comply with the true intent of the
specifications and not take advantage of any unintentional
error or omission, but shall fully complete every part as
hereinafter described. Failure to request clarification(s) by
the questions due date and time is a waiver to any claim
by the Vendor for expense made necessary by reason of
later interpretation of the contract documents. Alternate(s)
may be offered by the Vendor in their
submittal, however, the College reserves the right to reject
any alternate(s) and require the specifications to be
adhered to as indicated in the specifications.

FS7) VALIDITY

Submittals must be valid for a period of one hundred
twenty (120) calendar days following the due date.
Should there be reasons why the Contract cannot be
awarded within the specified period, the time may be
extended by mutual agreement between the College and
the vendor.

FS8) WITHDRAWAL

Submittals may be withdrawn by the vendor at any time
prior to the due date and time for the solicitation. Request
for withdrawal must be made in writing to the College's
Procurement Department.

FS9) ERRORS IN SUBMITTAL

Vendors are expected to fully acquaint themselves with all
governing laws and ordinances, and inform themselves as
to the instructions, terms and conditions, specifications,
and other requirements before responding to a
solicitation. Failure to do so will be at the Vendor's own
risk; relief cannot be secured on plea of error.

FS10) SOLICITATION DUE DATE

a) For Invitation for Bids (IFB): Each bid shall be
submitted to the Procurement Department at the place
specified herein, on or before the day and hour fixed for its
receipt or opening. Bids received prior to that time will be
securely kept unopened. No responsibility will attach to
the College or its representative(s) for premature opening
of any bid not secured and addressed as specified above.
The Director for Procurement will determine when

the hour fixed for opening has arrived. At the time specified in the IFB document, Bids will be publicly opened and read aloud. No bid received thereafter will be considered. At the public bid opening, no determination of responsiveness or responsibility will be made.

b) For Request for Proposals: Each Proposal submitted shall be securely held until the date and time for the RFP closing. The Director for Procurement shall determine when the time for closing has arrived. No proposals shall be accepted after that time. There will be no public viewing of submitted proposals until after a contract is awarded, subject to Maryland Public Information Act requirements.

FS11) PRESENTATIONS

Vendors who respond to College solicitations may be required to make presentations to College representatives, at no expense to the College.

FS12) BASIS FOR AWARD

Award may be made to the lowest responsive and responsible vendor(s). In addition to price, consideration will be given to the following when determining the lowest responsive and responsible vendor(s): what is in the best interest of the College; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.

FS13) MULTIPLE AWARD

The College reserves the right to offer contracts to one or multiple vendors. Selected vendor(s) shall be responsible for all products and services required by the solicitation.

F14) CHANGES

Contract(s) arising from this solicitation shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to the Contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the vendor by the College's Procurement Office, incorporating such change and agreeing to the rate increment or revised service.

FS15) RECIPROCITY

The College is committed to support local businesses when practicable. If a vendor's jurisdiction applies a preference that favors a resident business over a non-resident business, the College may apply a reciprocal preference against the non-resident bidder or offeror in the evaluation of that procurement.

FS16) COOPERATIVE PURCHASING

The College reserves the right to extend the terms and conditions of this solicitation to any federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to parochial institutions, special districts, intermediate units, non-profit agencies providing services on behalf of the government, and/or state, community and/or private colleges/universities, and other schools that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to requirements which may be appended thereto. The vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, if requested. A copy of the contract pricing and bid requirements incorporated in the resulting contract will be supplied to the requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the vendor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted directly to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the vendor. Harford Community College does not assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

1. PURPOSE OF RFP

Harford Community College is seeking proposals to provide a portal for the College's Student/Employee Platform. This Platform serves the information database for approximately 7,000 students and 1,000 employees (full time, part time and faculty). The College intends to short list proposers based on an evaluation of the submitted technical proposals, and invite short listed proposer(s) in for oral presentations/demonstration. The criteria for evaluating proposals are indicated in section 8.

2. TERM OF CONTRACT

The term of the contract shall be for a one (1) year period, with the College having the exclusive option of extending the contract for four (4) additional one (1) year periods under the same terms and conditions.

3. BASIS FOR AWARD

The firm(s) with the highest combined technical, demonstration, and price scores may be recommended to the Harford Community College Board of Trustees for an award of contract. Consideration may also be given to the following when making the award: what is in the best interest of the College; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements.

4. ANTICIPATED TIMELINE – (subject to change)

RFP Posted by	December 20, 2022	
Virtual Preproposal meeting	January 4, 2023	2:00 PM Local time
Questions due	January 13, 2023	Noon, Local time
Addendum posted by	January 23, 2023	
RFP closing date/due date	February 2, 2023	1:00 PM Local time
Technical evaluations	February 3, 2023 – February 10, 2023	
Committee scoring meeting	February 10, 2023	
Notice of shortlist	February 13, 2023	
Demonstrations/Oral Presentation	February 15, 2023 – February 17, 2023	
Presentation evaluation	February 17, 2023	
Price proposal evaluation	February 17, 2023	
Finalist negotiations	February 21, 2023 – March 10, 2023	
Contract presented to Finance and Audit	March 21, 2023	
Contract presented to Board of Trustee	April 11, 2023	

5. VIRTUAL PREPROPOSAL MEETING INFORMATION

A virtual preproposal meeting will be held on **Wednesday, January 4, 2023** at **2:00 PM local time**. Firms wishing to attend are requested to send an email to Christine Carpenter at CCarpenter@harford.edu with their firm's name, address, phone number and a list of personnel to attend the online meeting. The meeting can be accessed via the link below:

[Click here to join the meeting](#)

6. INSURANCE REQUIREMENTS

- A. Harford Community College, 401 Thomas Run Road, Bel Air, MD 21015, and its elected or appointed officials, and employees are to be named additional insured, designated in the Description of Operations Box, and must be listed as the Certificate Holder on the Certificate of Insurance.
- B. Failure to provide, and to continue in force for the life of the contract, the required insurance shall be deemed a material breach of contract. Furnishing of the insurance required herein shall not relieve the Contractor of any responsibilities or obligations assumed under the Contract, or for which the Contractor may be liable by law or otherwise.
- C. Insurance coverage will be evidenced by Certificate of Insurance issued directly to the College and provide thirty (30) days written notice of cancellation or material change in coverage.
- D. It shall be permissible for required liability limits to be met by combination of one or more policies.
- E. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors. Coverages to be included: Broad form property damage, including products and completed operations, independent contractors, and contractual liability coverages previously purchased separately.
- F. Any property or work to be provided by the Contractor will remain at the Contractor's risk until final written acceptance by the College. The Contractor will replace, at his expense, all property or work lost, damaged, or destroyed by any cause whatsoever.
- G. Contractor shall obtain insurance in the specified minimum coverages and for himself and his subcontractor in connection with providing goods and services under this Contract.
- H. The Contractor hereby agrees to indemnify and hold harmless Harford County, Maryland, Harford Community College, the Harford Community College Foundation and their respective trustees, Harford Community College officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses, including courts costs and attorneys' fees, that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees, subject to the limitations the Maryland Tort Claims Act, Section 12-101 et seq. of the State Government Article, Maryland Annotated Code (the "State Government Tort Claims Act"). The College is subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and agree that nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the parties

are free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

- I. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford Community College and its elected or appointed officials, related entities and employees to be additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of Workers' Compensation, to any coverage or self-insurance program available to the College and shall include waiver of each insurer's rights of subrogation in favor of the College.
- J. It is understood that the coverages stated are minimums only. Contractors or Subcontractors may, at their own cost and expense, obtain insurance additional to that required by the College under this Contract.
- K. All required insurance, with the exception of Workers' Compensation, shall be primary and non-contributory to any coverage or self-insurance program available to the College, and shall include waiver of each insurer's rights of subrogation in favor of the College.
- L. The Contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
- M. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor, shall be required at any time to pay any sum because any employee of Contractor or its Subcontractor is or shall be considered as the employee of the College as provided in such Workers' Compensation laws, the Contractor shall repay to the College such sums paid by the College.
- N. Evidence satisfactory to the College that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work contemplated.

Insurance Coverage Requirements

Prior to contract execution and during the progress of the work, the Contractor shall provide and maintain the insurance set forth below.

<u>Type of Coverage</u>	<u>Limits</u>
Workers' Compensation and Employer's Liability	Statutory Limits for Maryland \$100,000 per accident \$100,000 disease each employee \$500,000 disease policy limit

General Liability (including bodily injury, property damage, personal and advertising injury contractual, premises, ongoing operations, products aggregate & completed operations liability)	\$1,000,000 each occurrence \$1,000,000 personal & advertising injury \$2,000,000 general aggregate per project \$2,000,000 products & completed operations
Business Automobile Liability Insurance (covering owned, hired, and non-owned vehicles)	\$1,000,000 combined single limit
Umbrella Excess Liability (following form of Primary General, Auto, and Employers Liability)	\$1,000,000 each occurrence \$2,000,000 aggregate
Cyber Liability	\$1,000,000 each claim \$1,000,000 aggregate
Professional/Errors & Omissions Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Third (3rd) Party Crime (dishonest acts of Contractor’s employees which results in a loss to the College)	\$250,000 per occurrence

7. PROPOSAL FORMAT

Proposals should be prepared simply and economically, providing a straightforward, concise description of the items or services offered. The College will not be responsible for any submittal preparation or submission costs. Emailed or electronic submissions are not acceptable.

Proposal packages must be received no later 1:00 PM (local time) on February 2, 2023 at:

Harford Community College
Procurement Department
Conowingo Building, Suite 105
401 Thomas Run Road
Bel Air, MD 21015

Each proposal package must contain two sealed submittals, clearly labeled with the vendor’s name and either “Technical Proposal Submittal” or “Pricing Proposal Submittal” as appropriate. The Technical Proposal package must be sealed separately from the Pricing Proposal package. Emailed submissions are not acceptable.

TECHNICAL PROPOSAL SUBMITTAL: The Technical Proposal submittal must be sealed and contain one (1) Original, seven (7) hard copies, and one (1) PDF on a flash drive labeled “Technical Proposal”. This technical proposal submittal should include:

- A brief transmittal letter signed by an officer authorized to bind the form to its proposal
- All items in section 8.A below
- Affidavits must be included with the Technical Proposal submittal

PRICING SUBMITTAL: The Pricing Proposal submittal, sealed separately from the Technical Proposal submittal, must contain one (1) original hard copy and one (1) PDF on a separate flash drive labeled "Pricing Proposal". Proposed pricing must be submitted on price proposal form provided in this solicitation document.

8. EVALUATION CRITERIA/ WEIGHTS

- A. Technical proposal: 60 points
1. A description of the implementation plan including the recommended amount of on-site start-up, training, and technical support services.
 2. A description of the on-going remote technical service available to the College.
 3. Company profile and references:
 - i. Proposers shall submit a company profile to include, at a minimum: the background and history of the company; size of the company including the number of employees; annual sales volume for each of the past three (3) years, and number of years in the business.
 - ii. Submit three (3) references of similar scope, performed in the past five (5) years, in accordance with instructions on the form provided herein.
 - iii. Proposers must have a minimum of five (5) years' experience providing the services covered in this RFP.
 - iv. Proposers must include a minimum of three (3) current references on the form provided. References from higher education customers are preferred and will be awarded additional weight.
 4. Answers to Project Solution Requirements (Section 10)
- B. Demonstration/Oral Presentation: 10 points
 Proposers should plan to have key personnel attend the oral presentation/demonstration to include, but not limited to, technical manager, implementation project manager and assigned account manager/team.
- C. Pricing Proposal: 30 points

9. EVALUATION PROCESS

Step 1: Technical Proposal evaluation: The evaluation committee will review and score all technical proposals. Proposers whose technical proposals scores are in the competitive range, in the opinion of the evaluation committee, will be selected for an oral presentation /demonstration of their proposed product.

Step 2: Oral Presentation: The evaluation committee and selected College stakeholders will review and score presentations at the conclusion of all presentations. Technical Scores and Presentation scores will be tallied. Those combined scores that are in the competitive range in the opinion of the evaluation committee will have their price proposals opened.

Step 3: Price proposals: The proposal with the lowest total price shall be awarded all possible

price points. Higher cost proposals will be awarded points prorated from the lowest cost score. All scores will be tallied.

Step 4: Negotiations: The College may negotiate with top rated Proposer. If a mutual agreement cannot be met, The College will go to the next highest proposer to negotiate. This will continue until a mutually agreed upon contract can be found.

10. PROJECT SPECIFICATIONS

A. Background

Harford Community College (HCC) is a two (2) year community college that provides high quality, accessible, and affordable educational opportunities and services, including university transfer, career, developmental, and continuing education programs, that promote professional competence, economic development, and improve the quality of the life in a multicultural community. The College supports the Maryland State Plan for Higher Education and is committed to expanding undergraduate degree opportunities to fulfill state workforce shortages in areas of teacher preparation, health care, and technology, and to advance degree attainment for minorities, particularly in relation to Title VI of the Civil Rights Act [of 1964]. The College expects to increase educational attainment for individuals as well as to prepare and to sustain an educated workforce for area residents, develop technology for program and service delivery, be accountable for the efficient and effective use of resources, be the primary resource for and coordinator of higher education in the community, and serve as the center for recreation, wellness and the cultural arts.

B. Current Portal

Students, faculty and staff currently use the Ellucian Luminis product as a portal to get information and links to campus life. The current portal acts as a single sign-on system for all campus systems that use the Central Authentication Service (CAS). There are dedicated tabs for each constituent group to use. There are multiple channels that pull information directly from Banner (grades, financial grade requirements, faculty dashboard, financial advisor, and budget approval alerts). Most of the other channels are created using a WYSIWYG editor for text, images, videos and links.

C. Solution Requirements

10.1 System Functionality - General

- 10.1.1 The system must provide a search feature. Describe the ability to search the entire portal with a robust and comprehensive search feature.
- 10.1.2 The solution must be mobile-friendly out of the box. Describe how the solution meets this requirement.
- 10.1.3 Describe how your system provides a next-generation portal infrastructure solution a single management and content authoring platform for both a web and native mobile application experience. Describe your solution's ability to provide a single content authoring and management platform.
- 10.1.4 If a mobile application is available with the solution, it should provide mobile responsive communications (Push notification with app). Describe the mobile solution that is available for the solution.
- 10.1.5 Describe the flexibility to create customized content to include common technologies such as WYSIWYG, a fully functional text editor with formatting options, spell checker, and adding/embedding multimedia (JavaScript, iFrame, etc.).

- 10.1.6 The system should have the ability to store documents that are used in published content such as forms and pictures. Please describe the ability to store documents such as supported file types (such as text, multimedia, image, and object files), storage limits, drag and drop and browse uploads. Describe how the solution meets this requirement.
- 10.1.7 The delivered solution must have accessibility features as required by Section 508 of the Rehabilitation Act of 1973. Accessibility features should follow Web Content Accessibility Guidelines (WCAG) 2.0 & 2.1 as standardized by ISO/IEC 40500:2012. Describe your solution's ability and features that enable and enforce compliance with Section 508 and WCAG 2.0. as well as all the accessibility documentation and training that is provided for content creators as well as content consumers. Describe how the solution meets this requirement.
- 10.1.8 The delivered solution should be able to provide a role-based experience and role-based content. Describe how content can be automatically tailored by role (staff, faculty, & student). Also, describe how faculty or staff can view a student's role to help assist students.
- 10.1.9 Describe the analytics and reporting capabilities for the utilization of platforms such as system tracks and reports access to content, the number of unique views, date, time, and the number of times content was accessed.
- 10.1.10 The system allows limits to the file types and sizes that are permitted to upload with separate restrictions by user type. Describe how the solution meets this requirement.
- 10.1.11 The delivered solution should be built on a modern, progressive web architecture using current industry web application standards (e.g., HTML5, CSS3). Describe the platform architecture and how it complies with the current web standards.

10.2 System Functionality - Administration

- 10.2.1 The delivered solution should be able to send out role-based scheduled announcements. Please describe the delivered solutions announcement functionality.
- 10.2.2 The system must allow HCC to delegate privileges to appropriate administrators to access and edit content within their purview. Administrators should be able to customize existing roles, create new roles, assign multiple roles to an individual, and customize roles with specific access privileges. Describe the ability to create granular permissions with tiered access controls (view, edit, admin).
- 10.2.3 The delivered solution must provide the ability for the college to personalize content for the end user without intervention from the vendor. The delivered solution should have a branded look and feel. Please describe your solution's content branding and personalization capabilities and describe the training and skills that are required by college employees for them to be able to make these customizations and personalization.
- 10.2.4 The system must help to reduce workload and keep content fresh with tools such as automation, archiving, scheduling, and aging notifications. Describe the

functionality to minimize workload, keep content fresh, and notify staff automatically such as the ability to archive content, reuse current or archived content, schedule content releases, schedule content expirations, notify content creators when content is aging according to staff role, notify staff when content is published according to staff role.

10.3 Authentication & Integration

- 10.3.1 The delivered solution must be able to pull information from Ellucian Banner. Describe the different ways data can be pulled from Ellucian Banner and displayed on a card.
- 10.3.2 The delivered solution should be able to pull information from DegreeWorks. Please describe the different ways data can be pulled from DegreeWorks and displayed into a card.
- 10.3.3 The delivered solution should be able to pull information from various other third party or in-house-built applications for file storage, file retrieval, and data retrieval. Describe the ability to display authenticated content from a third-party or an in-house built application.
- 10.3.4 The solution must utilize common HCC single sign-on authentication mechanisms (CAS or SAML) for end-user account access and web-based access by system administrators and operators. Describe how the solution meets this requirement.
- 10.3.5 The delivered solution should be able to provide customized and/or role-based views on Calendar events (for instance color-coded by event type). Describe the ability to integrate a calendar with a filtered view (role-based: student, faculty, staff, community events). Indicate if the calendar could import some of the events from a feed/plugin from a third-party presence app. Indicate if the calendar can be synched or exported to an outside calendar.

10.4 Cloud-hosted Solution Requirements

- 10.4.1 Vendor conducts extensive quality assurance testing prior to the release of an update or patch. Describe how the vendor meets this requirement.
- 10.4.2 The delivered solution must be cloud-hosted managed by the vendor, using adaptable and scalable architecture. Describe how the solution meets this requirement.
- 10.4.3 All environments should have 24x7 availability and 99.99% uptime guarantee. Describe how the solution meets this requirement.
- 10.4.4 Vendor notifies institutions of system issues in a timely fashion. This can be an email notification, a posting on a website, or some way the customer can verify the issue is on the vendor side. Describe how the vendor meets this requirement.
- 10.4.5 Vendor proactively monitors the health of the hosted environments and takes corrective actions to alleviate issues. Describe how the vendor meets this requirement.
- 10.4.6 Planned outages for maintenance are scheduled during off-hours and communicated well in advance. Describe how the vendor meets this requirement as well as the anticipated downtime.

- 10.4.7 The system is automatically backed up daily and archives are retained for at least 30 days. Describe how the vendor meets this requirement.
- 10.4.8 Vendor has a documented and tested disaster recovery plan including off-site backup, recovery, and contingency plan in place to protect from hardware failure, data corruption, and environmental disaster. Describe how the vendor meets this requirement.
- 10.4.9 Recovery point & time objective (RPO & RTO) for our individual services is under 8 hours. Describe how the vendor meets this requirement.
- 10.4.10 The system must be secured in a manner appropriate for a server containing sensitive personal data. Describe how the solution meets this requirement.
- 10.4.11 Vendor conducts periodic risk assessments to determine and prioritize risks and enumerate vulnerabilities. Describe how the vendor meets this requirement.
- 10.4.12 Vendor complies with the limitations on the use and re-disclosure of Personally Identifiable Information from employee records and education records as defined in Family Educational Rights and Privacy Act Regulations (FERPA). Describe how the vendor meets this requirement.
- 10.4.13 Vendor will maintain confidentiality, and shall not re-disclose, Personally Identifiable Information from education and employee records except as authorized by the college in writing. Describe how the vendor meets this requirement.
- 10.4.14 Data is encrypted at rest and in transit, including all data that is transacted over a network element. Describe how the solution meets this requirement.
- 10.4.15 Vendor understands the impact that attacks might have on their products and ensures that their products meet applicable contractual obligations, regulatory mandates, and security best practices and standards. Describe how the vendor meets this requirement.
- 10.4.16 Vendor shares with the customer all security-relevant information regarding the vulnerabilities, risks, and threats to their products immediately and completely upon identification. Describe how the vendor meets this requirement.
- 10.4.17 Any breach must be reported to the HCC. Describe how the vendor meets this requirement.
- 10.4.18 On an annual basis, provide the College with a SOC 1 and 2 report. Describe how the vendor meets this requirement.
- 10.4.19 At the end of the contract, the College requests 90 days to access and retrieve data. Describe how the vendor meets this requirement.
- 10.4.20 HCC would prefer a tier-three rated or higher data center. Describe how the solution meets this requirement.
- 10.4.21 Administrative services/Administrative access points should be protected from access by normal unprivileged users. Describe how the solution meets this requirement.
- 10.4.22 Vendor's current information security policy creates a secure infrastructure access and prevents and detects intrusion. Describe how the solution meets this requirement.
- 10.4.23 Vendor solution has the ability to restore content with version control or other appropriate manner. Describe how the solution meets this requirement.

10.5 Implementation and Training

- 10.5.1 Please describe in detail your solution's implementation plan. Please outline the timeline with all the major milestones. Also describe who is responsible for the implementation, meaning what tasks of the implementation is the vendor responsible for and what tasks is HCC responsible for in the implementation from A to Z.
- 10.5.2 Please specify if and how you use subcontractors as part of the implementation or any other part of the project.
- 10.5.3 Please describe in detail your solution's training plan for staff (admin, content editors, view only), faculty, and students. Please describe in depth all the training that would be provided prior to go-live and ongoing after going live.

10.6 Support and Documentation

- 10.6.1 Please describe all the resources that are available during and after go-live such as implementation guides, user guides, on-demand videos, technical support, and user communities.
- 10.6.2 Vendor offers 24 x 7 support for severe system issues and business hours support in the eastern time zone for non-emergency support. Describe how the vendor meets this requirement.
- 10.6.3 Vendor utilizes an incident ticketing system that provides administrators with the ability to enter support requests and incidents and view the status of all tickets. Describe how the vendor meets this requirement.
- 10.6.4 Incident tickets are handled quickly, based on priority and severity.

10.7 General Questions

- 10.7.1 Describe how your system encourages users to use the system daily. Describe how your system will fulfill our need for a robust and lively community hub. Describe how your system will help organize content. Describe the innovation your system will provide.
- 10.7.2 Please describe your planned roadmap for improvements and features.

Procurement Office
Harford Community College
401 Thomas Run Road, Conowingo Building, suite 105
Bel Air, Maryland 21015

RFP 23P-002 STUDENT/EMPLOYEE PORTAL REPLACEMENT PRICING PROPOSAL

All proposals must be fully and properly executed, securely sealed, and marked with the number and title of the RFP and the date and time of its opening. Envelopes shall be addressed to the Procurement Office at the address above **no later than 1:00 PM (local time) on February 2, 2023**

To be considered responsive, each submittal must, at a minimum, include the following documents:

Technical Proposal to include:

1. Complete proposal narrative (sections 8.A.1 and 8.A.2)
2. Company Profile and References on the form provided; (section 8.A.3)
3. Response to project specifications (section 10);
4. Signed affidavits (page 13)

Price Proposal to include:

1. Price Proposal form, completed and signed (separate envelope from the technical proposal);
2. Proposer may attach additional pages to describe other optional fees.

Firm Name _____ DATE _____

In accordance with the foregoing Instructions, Terms and Conditions, and Specifications, including Addenda No. _____ through _____, thereto, I/we submit the following for evaluation:

1. FIRM LUMP SUM PRICES

Provide the solution as described herein

- .1 All one-time and upfront costs (first-year costs to implement the system, such as implementation costs, training, setup fees, consultation, travel, licensing, etc.).
Please itemize implementation and year one costs on separate page, and write the total here:

_____ DOLLARS \$ _____
Total Amount, implementation and year one written in words (Figures)

- .2 All ongoing annual costs - years two through five.
Please itemize yearly costs on a separate page, and write the total amount here.

_____ DOLLARS \$ _____
Total Amount, years two through five written in words (Figures)

TOTAL PRICE PROPOSAL (LINE ITEMS 1.1 + 1.2)

_____ DOLLARS \$ _____
Total contract amount: implementation and years one thru five, written in words (Figures)

Other Fees, if any (explain on a separate attachment)

2. EXECUTION: The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this proposal within one hundred twenty (120) calendar days after its opening, and to execute the contract in accordance with the proposal as accepted, and to render a certificate of insurance within ten (10) calendar days after notification of award.

_____	_____
Firm	Authorized Signature
_____	_____
Street Address	Typed/Printed Name
_____	_____
City, State, Zip	Title
_____	_____
Telephone	Email

If a corporation please state:

Name of president: _____

Name of secretary: _____

Under laws of what state incorporated: _____

Minority Business Certification: (Please check one) _____ MBE _____ WBE _____ Not applicable

Procurement Office
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

**RFP 23P-002 STUDENT/EMPLOYEE PORTAL REPLACEMENT
SOLICITATION AFFIDAVITS**

FIRM

NAME: _____

FIRM ADDRESS:

A) NON-COLLUSION:

I AFFIRM THAT: Neither I, nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (1) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal being submitted herewith; and
- (2) Not in any manner, directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion to fix the price proposal of the offeror herein or any competitor, or otherwise taken any action in restraint of free competition in connection with the Contract for which this proposal is submitted.

B) SUSPENSION AND DEBARMENT:

I AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any Federal or public entity, except as follows: (List each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension)

1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Title 16, of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____
Signature of Authorized Representative and Affiant Printed Name of Authorized Representative and Affiant

Date: _____ Federal Employer Identification Number (FEIN): _____

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REFERENCES

RFP 23P-002 STUDENT/EMPLOYEE PORTAL REPLACEMENT

Each firm must furnish at least three (3) current references, within last five (5) years, that are similar in nature and scope and best represent the proposer's ability to perform the work and meet the specifications and requirements herein,.

1. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email: _____
Project _____
Dates performed _____

2. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email: _____
Project _____
Dates performed _____

3. Firm Name _____
Address _____

Telephone: _____ Fax _____
Contact _____
Email: _____
Project _____
Dates performed _____

PROPOSAL OF: _____
Firm Name

Procurement Department
Harford Community College
401 Thomas Run Road
Bel Air, Maryland 21015

NO PROPOSAL REPLY FORM

RFP 23P-002 STUDENT/EMPLOYEE PORTAL REPLACEMENT

Dear Sir or Madam:

To assist us in obtaining good competition on our solicitations, we ask that each firm that does not wish to respond, state their reason(s) below. This information will not preclude the vendor from responding to future solicitations.

Unfortunately, we must offer a "No Proposal" at this time because:

- ___ 1. We do not sell the items/services for which proposals are requested.
- ___ 2. The specifications are either unclear or too restrictive (Please explain in the "Remarks" section.)
- ___ 3. We cannot submit a proposal because of marketing or franchising policies of the manufacturing company.
- ___ 4. We do not feel we can be competitive. (Please explain in the "Remarks" section.)
- ___ 5. Other commitments preclude our participation at this time.
- ___ 6. We do not wish to participate in the proposal process.
- ___ 7. We do not wish to respond under the terms and conditions of the Request for Proposal document. Our objections are:

- ___ 8. We do not wish to sell to Harford Community College. Our objections are: _____

- ___ 9. Other: _____

Remarks: _____

Firm Name _____
(PLEASE PRINT)

Authorized Signature _____