Summary

McHenry County College (MCC) requests proposals from companies to provide Website Development services for MCC.

Date Issued:	August 20, 2015
Service Requested:	Website Design and CMS
RFP Closing Date/Time:	August 31, 2015 – 10:00 A.M.
RFP Contact:	Jennifer Jones, Director for Business Services
	JJONES@MCHENRY.EDU

Proposals must be emailed with portfolio examples on or before August 31, 2015, 10:00 A.M.CST.

All late proposals will be rejected.

All proposals must be signed by a duly authorized representative of the firm.

All unsigned proposals will be automatically rejected.

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate McHenry County College (MCC) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFP. MCC reserves the right to reject a proposal if required information is not provided or is not organized as directed. MCC also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on MCC's RFP website, www.mchenry.edu/bid. For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

McHenry County College administration will evaluate all proposals. A recommendation to enter into an agreement with the successful bidder will be presented to the Board of Trustees at the September 25, 2015 Board Meeting.

We appreciate your interest in McHenry County College and look forward to your response.



REQUEST FOR PROPOSAL

Website Development Services

RFP #RFP08312015

Issue Date: August 20, 2015

RFP Response Deadline: August 31, 2015

McHenry County College 8900 US Highway 14 Crystal Lake, Illinois 60012-2761 Telephone: (815) 455-3700

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1.0 GENERAL REQUIREMENTS

1.1 Introduction: McHenry County College (hereinafter "MCC") is inviting responsible Vendors (hereinafter "Bidder" or "Contractor") to submit proposals for *Website Development Services*. A more complete description of the supplies and/or services sought is provided in the "Bid Specifications". If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the vendor's risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFP, and may not be utilized by the vendor to contest a decision or understanding with MCC.

2.0 Background:

Our Focus is Learning. Student Success is Our Goal

-McHenry County College Mission Statement

McHenry County College (MCC) is a public, comprehensive community college governed by a seven-member Board of locally elected trustees and a student trustee, was established in 1967 as the 28th community college in Illinois. It is one of 48 community colleges that comprise and are served by the Illinois Community College Board.

The College strives to respond to the educational and civic needs of its communities through partnerships with other educational institutions, businesses, social service agencies, nonprofit and cultural organizations.

Home to 11,000 credit students annually, and thousands of noncredit students and community event participants, MCC centers on three core values of quality, community and being change ready. As an Aspen Prize Top 150 College, ranked 4th in Illinois in the areas of student success and completion, and maintaining an increasingly impressive graduation rate, MCC is an inclusive, diverse institution focused on ensuring student success through a vibrant learning environment.

MCC offers seven associate's degree programs, multiple Associate in Applied Science degrees, and certificate programs in over 45 areas. Also offered are transfer pathways to four-year degrees, robust dual-credit programs, and a variety of noncredit programs featuring both continuing education and professional development courses. The College's Workforce, Community and Business Programs area serves over 600 businesses and organizations annually through a myriad of training and development options, including contract

With over 780 full-time faculty, professional and classified staff, adjunct faculty, and administrators, the College provides a unique, personal approach when working with students to ensure their success. The College has three collective bargaining units representing respectively the faculty, the staff, and the adjunct faculty.

MCC is located in Crystal Lake, Illinois, serves the seventh most rapidly growing county in Illinois, and it is conveniently located less than an hour from Chicago. The community of over 300,000 residents provides convenient access to three international airports and public transportation. Its metropolitan amenities, combined with a relaxed pace, quality schools and countless cultural experiences, makes McHenry County one of the most desirable locations in the Midwest.

1.3 Contact Information: The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Jennifer Jones Director of Business Support Services McHenry County College 8900 US Highway 14 Building A, Room 246 Crystal Lake, IL 60012 Email: jjones@mchenry.edu

- **1.4 Contract Terms:** The contract begins on the Effective Date affixed to the contract upon approval. Timeline of project is estimated at 12-18 months total, with an expected launch date by end of 2016. Final timeline will be discussed and agreed upon with selected vendor.
- **1.5 Minimum Bidder Qualifications:** The following minimum qualifications must be met by each bidder:
 - a. The Bidder shall have had a minimum of five (5) years, previous and relevant experience and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.
- **1.6 Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

MCC Issues RFP listed at	
www.mchenry.edu/bid	August 20, 2015
Last day for vendors questions via email	August 25, 2015
jjones@mchenry.edu	
Response to vendor questions will be listed	August 27, 2015
by addendum at www.mchenry.edu/bid	
Bid End Date	August 31, 2015
Finalist Interviews/Demos	September 8, 2015
Recommendation to Board of Trustees	September 24, 2015
Notification of Award	September 24, 2015 (after Board approval)
	October 2015, determined by Chief
Contract Start Date	Communications Officer (CCO)
	Christina Haggerty, CCO,
	chaggerty@mchenry.edu / (815) 455-8727
	Molly Stolz, Coordinator of Web Services,
Project Manager Contact	mstolz@mchenry.edu / (815) 455-8541

2.0 BID SUBMISSION

- **2.1** Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Business Services via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Business Services. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 Submission: The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope and nature of the project requirements. Faxed Bids ARE NOT acceptable. *Only bids that include a portfolio of relevant/similar work will be considered.*
- **2.3 Interpretation or Representations.** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- **2.4 RFP Questions and Clarifications:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.
- **2.5** Addendum: The only method by which any requirement of this solicitation may be modified is by written addendum. MCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Any addendum will be posted to MCC's website at <u>www.mchenry.edu/bid</u>. The addendum shall be acknowledged by signature and included in your bid submission.
- **2.6 Bid Preparation Costs.** The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. The College is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
- **2.7** Cancellation of **RFP**: If the Director of Business Services determines that it is in MCC's best interest, he/she reserves the right to do any of the following
 - Cancel this RFP
 - Modify this RFP in writing as needed
 - Reject any or all proposals received in bid to this RFP.

- **2.8** Accuracy/ Withdrawal of Proposals Prior to Bid Opening: Bids may be withdrawn in writing any time prior to the opening hour. However, no proposal may be withdrawn for a period of sixty (60) days subsequent to the opening of the Bid without the prior written approval of the Director of Business Services of McHenry County College.
- **2.9 Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.
- **2.10 Evaluation**: In evaluating the bids submitted, MCC will apply the "Best Value" standard in selecting the vendor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that vendor whose offer conforms to the bid and it is determined to be the most advantageous, or "best value" to MCC, in the sole judgment of MCC. The selection process will include, but not be limited to, the following considerations:
 - 1. The quality and range of products and services the firm proposes to provide.
 - 2. The ability to provide product and service in an expedient and efficient manner.
 - 3. The firm's overall experience, reputation, expertise, stability, and financial responsibility.
 - 4. The experience and qualifications of the staff that will be assigned to service MCC's account.
 - 5. The provider's ability to assist MCC in meeting the overall goals of bid.
 - 6. The bidder's past relationship with MCC, if any.
 - 7. Any other relevant factor that a business entity would consider in selecting a vendor.
- **2.11** Award of Contract: MCC reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of the College. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered.

The successful bidder will be notified within three business days by email or telephone of their award of contract following the Board of Trustees meeting. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from MCC. This bid will be awarded in its entirety to one vendor. We reserve the right to make moderate quantity alterations to conform to budget limitations.

3.0 INSTRUCTION TO BIDDERS

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

- **3.1 Bid Format and Content:** In order for MCC to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.
 - 1. **Cover Letter**. The cover letter must confirm that the **bidder understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP.** Further, that should the contract be awarded to your company, you would be prepared to begin services upon contract approval from MCC. The cover letter must include the full contact information of the person(s) MCC shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used.
 - 2. **Experience & Operational Plan**. Bidders must describe their capabilities to provide the services requested in this RFP by providing the following:
 - Description and Experience: Your experience in developing (or re-developing) a robust website for a higher education institution, preferably a community college. Also explain your prior experience developing a robust website for an organization/corporation outside of higher education, that would provide additional insight into the project.
 - Process Overview: Description of the process you will follow to achieve the most effective results for MCC, including detail and deliverables for each phase.
 - Specific Expertise and Examples: General capabilities and what separates you from others in your field. Provide examples in accompanying portfolio of work.
 - Organizational Structure: Staffing and operational plan for this contract, including use of any subcontractors and description of services or equipment to be used.
 - Proposed Project Staffing: Provide a list of the primary team members who would lead this project.

- 3. **Pricing**. Bidder shall submit on the bid submission form, prices for each item listed for Website Development Services, which may include:
 - Project management during all stages/phases of development.
 - Initial evaluation and implementation of analytics.
 - Content development for up to the first two layers of content.
 - Training for Marketing web team and IT (when necessary).
 - Migration of selected content to the new website.
 - Website style guide.
 - In-site search functionality.
 - QA and performance testing. Including browser testing for MS Explorer, Firefox, Safari and Chrome.
 - Functional elements included in the new website:
 - Social media feeds and links
 - Photo gallery
 - Video gallery
 - Event calendar that can be utilized across website and portal platforms
 - Use responsive web design.
 - Meet ADA requirements.

- Designed for Search Engine Optimization (SEO).
- Active Directory authentication (CMS function).
- All testing done on our servers.
- Content Management System consultation–Assist MCC in evaluating CMS candidates and determining an appropriate CMS. The CMS must allow distributed content management without knowledge of HTML.
 - Additional items to consider with cost estimate:
 - Billable travel expenses
 - Any costs necessary to the development of the website including but not limited to: software, hardware, and communication or integration tools.
- **3.2 Packaging of Response:** Please submit all bid documents via email, including the following information at the top of the email:
 - Bidder's complete name and address
 - Solicitation Number
 - Bid Due Date and Time

In the email subject line, please use: **RFP08312015 Bid for Website Development Services**.

- **3.3** Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.
- **3.4 Bidder's Signature.** The bid submission form must be signed by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.

3.5 Submit Bids To:

McHenry County College Attn: Jennifer Jones jjones@mchenry.edu

- **3.6 Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late submission.
- **3.7 Responders' Costs:** The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to MCC.

4.0 GENERAL TERMS AND CONDITIONS

- **4.1 Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.
- **4.2 Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.
- **4.3 Right to Cancel:** MCC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
- **4.4 Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.
- **4.5** Negotiation: MCC reserves the right to negotiate all elements, which comprise the bidder's proposal to ensure the best possible consideration, be afforded to all concerned. MCC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of MCC.
- **4.6 Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.
- **4.7 Recycled Materials:** McHenry County College is required to purchase products incorporating recycled materials whenever technically and economically feasible. Contractors are encouraged to offer products with recycled content which meet specifications conforming to Illinois State Statute 415 ILCS 20/3.1 pertaining to public community colleges.
- **4.8 Compliance with Law:** Contractor will comply with all valid federal, state and local laws and all ordinances and regulations applicable to the manufacture, sale delivery and labeling of the goods ordered and in the performance of any work pursuant hereto. Contractor also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations.
- **4.9 Web Accessibility Law:** As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at http://www.dhs.state.il.us/iitaa

- **4.10 Department of Employment Security Law**: By entering into this contract, Vendor agrees to either (1) link its employment vacancies with the IllinoisJobsLink.com System or successor system, or (2) provide an online link to its employment vacancies so that this link is accessible through the web page of the IllinoisJobLink.com System or successor system, as required by Illinois Public Act 098-0107 (20 ILCS 1005/1005-47). <u>NOTE</u>: Vendors who are parties to a collective bargaining agreement with a bona fide labor organization for the performance of construction or construction-related services are exempt from this requirement.
- **4.11 Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on MCC's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. The successful bidder shall provide a certificate of insurance naming McHenry County College as additional insured.
- **4.12 Indemnification:** The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
- **4.13 Substitutes to Specifications:** Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this bid document. A demonstration may be requested. Submit complete specifications for any substitute offered. Your bid should be made on the Bid Submission Form (Attachment A), and any explanation regarding your bid should be attached. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.
- **4.14 Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.
- **4.15 Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

5.0 BID SPECIFICATIONS

McHenry County College (MCC) Office of Marketing and Public Relations requests the support of a partner to manage the analysis and redevelopment of its official College website, <u>www.mchenry.edu</u>.

Background: Some Existing Challenges to Be Resolved:

- Clarify navigation for simplicity and ease of use.
- Improve overall content management, including news, calendar and event functionality—via content management system (CMS), and content sharing with social media.
- Improve overall information architecture.
- Purpose of site needs to shift from primarily an information hub to more of a marketing and recruitment site
- Have a better plan/architecture for use/leverage of images and visual content.
- Update design and graphics to align with College brand and best-practice web design standards.
- Use more photos/images and interactive content when available.
- Make site more dynamic and engaging overall.

Project Goals and Objectives:

- Recruit and retain more students
 - o Traditional age (17-24)
 - Non-traditional students older than 24
 - o Noncredit students—continuing education students of all ages
 - o Business professionals requiring training and development
- Increase number of users and website traffic to <u>www.mchenry.edu</u>
- Update design and navigation to allow for ease of use and dynamic content
- Make information timely and relevant
- Incorporate content management system into newly developed site
- Train internal staff to maintain new site

Project Scope and Deliverables:

Update and differentiate site design, content and navigation to enhance McHenry County College (MCC) brand, through:

- 1. Perform a content inventory analysis and make recommended changes to website structure based on best practices of community college website development.
- 2. Conduct appropriate user testing with prospective students—both traditional and adult, students with disabilities, current students, and community/noncredit student members to assess state of current site, and to inform strategy for adjustments/changes to navigation, content, clarity, design, etc. of updated site.
- 3. Provide site architecture and specifications showing the navigation flow and features, to include multiple forms of navigation (search feature, horizontal, vertical nav).
- 4. Edit, refresh and update (where necessary) website content.
- 5. Write code for and develop new design templates for pages identified in new site architecture.

- 6. Develop pages using responsive design in order to accommodate a variety of devices and platforms.
- 7. Update and redesign application form and other key documents and the supporting process of submitting those documents.
- 8. Create a process to repurpose/share content with social media sites.
- 9. Include an embedded calendar to better manage and update event information.
- 10. Develop a process to use, store and archive photos.
- 11. Include search engine optimization (SEO) and Google Analytics setup.
- 12. Develop final website style and user guide.
- 13. Provide recommendation and consult with internal team on formal content management system.

Other Items for Consideration:

- MCC will be exploring options for a Content Management System (CMS). The selected partner should have experience working with various CMS systems. The chosen firm will help with the selection and evaluation of the CMS system.
- The new website must meet ADA requirements, including all federally-mandated access requirements adopted by the Federal Access Board under section 508. This includes web accessibility guidelines per the Illinois Community College Board.
- Familiarity with Ellucian/Datatel software, or other comparable applications is preferred.
- After website launch is complete, the Office of Marketing and Public Relations will want to conduct an exit discussion with partner to address any issues and provide final insight to internal team.
- Document detailing all technology used in the new design, contracts, and contact information for vendors to address any issues going forward, implementation steps and instructions for reference, and any special access or reference documents for transitioning the website maintenance to MCC website administrators should be provided at the exit conference.
- MCC has a full-service marketing and PR department available as a resource if needed.

<u>*Timeline:*</u> The ideal completion timeframe for this project should be $\underline{12-18 \text{ months}}$ from project launch. Here is a breakdown of phases:

Phase 1: Analysis

- Research and Discovery •
- User Testing

Phase 2: Development

- Information architecture
- Content editing
- Content management
- Design enhancements

Phase 3: Testing and Launch

- Pilot new site •
- Test
- Launch •

6.0 ATTACHMENTS

ATTACHMENT A-BID SUBMISSION FORM

Bid Submitted By and Authorized Signature: The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document unless otherwise marked and listed in the "exception to bid" section.

Bid Submitted by:				
Signature:				
Title:				
	 The Owner/ Sole Proprietor 	□ Member of the Partnership	□ Officer of the Corporation	☐ Member of the Joint Venture
Company:				
Address:				
Email Address:				
Telephone:				
Fax:				
Date:				
Contract Person:				
FEIN:				

ATTACHMENT A BID SUBMISSION FORM

Pricing shall be for the complete project including parts, material, labor, shipping, disposal, removal from site, recycling, asphalt repair, recovery/repair of landscape or hardscape affected and site cleanup and luminaire performance evaluation.

DESCRIPTION	BID AMOUNT
Phase 1: Analysis and Discovery	
• Assessment of current website, including content inventory analysis	
Research and background analysis	\$
• Usability/user testing with key user groups	
• Recommendation for updated architecture, navigation and design	
Phase 2: Development	
• Site/information architecture and navigation	
Content editing and development	\$
• Migration of usable, existing content to new site	
• Update and redesign application form and other key documents and their submission	
• In-site search functionality	
• Visual updates – photography/imagery	
Design templates development	
Responsive design	
• Process for sharing content with social media platforms	
• News, event calendar refinement	
Consultation and recommendation related to content management	
system (CMS)	
Phase 3: Testing and Launch	
• Pilot new site	
• Test	\$
• Launch	
SEO and Google Analytics setup	
• Exit meeting and training	
• Website style and user guide	
Misc.	
Billable travel expenses	\$
 Any costs necessary to development of the website, including 	\$
software, hardware and communication/integration tools	
TOTAL BID AMOUNT	\$
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ATTACHMENT A BID SUBMISSION FORM

Bid Submitted By:			
Title:			
Address:			
Telephone:	Fax:	Email:	

The signature below certifies that the entire bid document is in order and that all instructions, specifications, rules and regulations as stipulated by the McHenry County College will be adhered to and complied with.

Authorized Signature:

Date:

ATTACHMENT B - CONTRACTOR CERTIFICATION

Illinois Revised Stature 1987 Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name	
By *	
Address	
City/State/ZIP	

* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE. Thus, once a RFP for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

ATTACHMENT C - EXCEPTIONS TO BID

(PLEASE LIST BELOW, ATTACH SHEETS IF NECESSARY): Any exceptions, variations, or clarifications to the Specifications must be set forth on this form and included with the Bid Proposal Form. These exceptions must be spelled out in detail, numbered, and make reference to exact page number for easy comparison.

Failure of the bidder to note on this form any and all exceptions to any portion of the specifications, means that the bidder must meet or exceed in all respects any and all specifications not so noted.

Failure to denote exceptions in the above manner may be cause for rejection of the entire bid.



ATTACHMENT D - REFERRAL LIST

List four (4) companies, schools preferred, to whom your company has done comparable work within the last three years:

1.	COMPANY NAME:	
	ADDRESS:	
	CITY, STATE:	
	CONTACT NAME:	
	CONTACT EMAIL:	
	CONTACT PHONE:	
2.	COMPANY NAME:	
	ADDRESS:	
	CITY, STATE:	
	CONTACT NAME:	
	CONTACT EMAIL:	
	CONTACT PHONE:	<u> </u>
3.	COMPANY NAME:	
	ADDRESS:	
	CITY, STATE:	
	CONTACT NAME:	
	CONTACT EMAIL:	
	CONTACT PHONE:	
4.	COMPANY NAME:	
	ADDRESS:	
	CITY, STATE:	
	CONTACT NAME:	
	CONTACT EMAIL:	
	CONTACT PHONE:	

ATTACHMENT E – W9 FORM

Departs	W-9 anuary 2011) ment of the Treasury Revenue Sarvice Name (as shown of	Request for Identification Number		tion	6			rec	ve Fo ques nd to	ter.	Dor	not
ei	Business name/dis	regarded entity name, if different from above										_
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Use Form W-9 only If you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		 A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. 										
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number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.						Inited	lis a 1					

Cat. No. 10231X

Form W-9 (Rev. 1-2011)

ATTACHMENT F - SAMPLE CONTRACT This is a sample only, final contract may differ. MC HENRY COUNTY COLLEGE AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT ("Agreement") is made as of ______, 2014 by and between MCHENRY COUNTY COLLEGE, 8900 US Highway 14, Crystal Lake, IL 60012 ("Owner") and ______ ("Contractor").

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work in connection with the Project, as hereinafter provided. In consideration of the performance of work by Contractor and the payment for such work by Owner, the parties agree as follows:

1. <u>Scope of Project</u>. Contractor shall perform work for Owner in connection with the Project, including specifically, the matters set forth on Exhibit 1. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner so Contractor can complete its work in a timely manner; and (ii) of any work requested by Owner that is not included in the scope of work provided in Exhibit 1.

The Contractor understands that Owner may engage other Contractors or Owner personnel to work in areas near the Contractor's work. Contractor shall cooperate with such others so that work is not disrupted or delayed.

The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor's employees.

The work shall be completed by TBD. The completion date is automatically extended by day for each day work is delayed due to inclement weather.

2. <u>Payment to Contractor</u>. Owner shall pay Contractor for Contractor's work properly performed under this Agreement the following Total Contract Sum:

Total Contract Sum:

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor's work completed at the time of billing on the basis of actual work performed. Owner shall make payments to Contractor thirty (30) days after receipt of Contractor's statements properly submitted. Monthly statements shall detail Work Completed During Billing Period, Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by Owner as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

3. <u>Tax Exemption</u>. McHenry County College is exempt for all State and Local Sales Tax or Federal Excise Tax on any item or order. McHenry County College's Tax Exemption Identification No. is E9995-0332-07. A copy of the exemption number from the Illinois Department of Revenue will be furnished upon written request to the Purchasing Office of McHenry County College.

4. <u>Defective Work and Guarantee</u>. All work shall be of high quality and free of defect. Contractor shall promptly correct any defective work. Payment by Owner for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Additionally, Contractor shall warrant and guarantee all work to be free from defect for one year following substantial completion of the work, and upon notice by the Owner shall promptly correct such defects appearing within said one year period. This is in addition to any manufacturers' warranties.

5. <u>Indemnification and Insurance</u>. Contractor hereby agrees to indemnify and hold Owner, its board members, officers, agents, employees, administrators, and any other parties designated by Owner (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to Owner, the insurance coverages set forth in Exhibit 2. Contractor shall adhere to all provisions of Exhibit 2.

6. <u>Termination</u>. Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated for cause, the Contractor shall be liable to the Owner for any increase in project cost incurred by the Owner in completing the work. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of Owner. Owner shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.

7. <u>Liens</u>. Upon Owner's request, contractor shall submit mechanics' lien waivers in form acceptable to Owner with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor due to Contractor's fault or events under its control, contractor shall indemnify Owner for all costs, expenses, and attorneys fees incurred in the resolution of such lien.

8. <u>Materials</u>. All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturer's recommendations. If requested by Owner or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data and literature. All manufacturer's warranties shall be forwarded to Owner prior to substantial completion of the work.

9. <u>Operation and Maintenance Manuals</u>. Upon substantial completion, but prior to final payment, the contractor shall submit operations and maintenance manuals.

10. <u>Maintenance of Work Area</u>. Contractor shall perform all work so as to minimize impact on Owner's operations. Work areas shall be kept neat and orderly as the work allows. Adjoining areas shall be protected from dust and debris. Work areas shall be secured to protect against intrusion by non-employees of the Contractor. Notwithstanding completed Work, all work areas shall be returned to their pre-construction condition prior to final payment.

11. <u>Changes in Scope of Work</u>. Owner may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by Owner and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. Owner shall solely select the method of pricing.

12. <u>Successors and Assigns</u>. Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the Owner. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. <u>Controlling Law</u>. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

14. <u>Entire Agreement; Conflict</u>. This Agreement incorporates Owner's bid instructions and bid request documents along with Contractor's bid, but only to the extent that Contractor's bid is not in conflict with other contract documents. This Agreement represents the entire agreement between Contractor and Owner and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Contractor. In the event of a conflict between this Agreement or any exhibits hereto and a proposal from Contractor, this Agreement and its exhibits shall control, followed by Owner's bid instructions and request documents, and finally, by Contractor's bid.

15. Human Rights Act. To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 et seq.

16. <u>Drug Free Workplace</u>. To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq*.

17. <u>Sexual Harassment Policy</u>. Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

This Agreement has been executed the day and year provided above.

MC HENRY COUNTY COLLEGE

ABC COMPANY

By:			
Name:			
Title			

By:			
Name:			
Title:			

EXHIBIT 1

SCOPE OF WORK

McHenry County College (MCC) Office of Marketing and Public Relations requests the support of a partner to manage the analysis and redevelopment of its official College website, <u>www.mchenry.edu</u>.

Background: Some Existing Challenges to Be Resolved:

- Clarify navigation for simplicity and ease of use.
- Improve overall content management, including news, calendar and event functionality—via content management system (CMS), and content sharing with social media.
- Improve overall information architecture.
- Purpose of site needs to shift from primarily an information hub to more of a marketing and recruitment site
- Have a better plan/architecture for use/leverage of images and visual content.
- Update design and graphics to align with College brand and best-practice web design standards.
- Use more photos/images and interactive content when available.
- Make site more dynamic and engaging overall.

Project Goals and Objectives:

- Recruit and retain more students
 - Traditional age (17-24)
 - Non-traditional students older than 24
 - Noncredit students—continuing education students of all ages
 - Business professionals requiring training and development
- Increase number of users and website traffic to www.mchenry.edu
- Update design and navigation to allow for ease of use and dynamic content
- Make information timely and relevant
- Incorporate content management system into newly developed site
- Train internal staff to maintain new site

Project Scope and Deliverables:

Update and differentiate site design, content and navigation to enhance McHenry County College (MCC) brand, through:

- 14. Perform a content inventory analysis and make recommended changes to website structure based on best practices of community college website development.
- 15. Conduct appropriate user testing with prospective students—both traditional and adult, students with disabilities, current students, and community/noncredit student members to assess state of current site, and to inform strategy for adjustments/changes to navigation, content, clarity, design, etc. of updated site.
- 16. Provide site architecture and specifications showing the navigation flow and features, to include multiple forms of navigation (search feature, horizontal, vertical nav).
- 17. Edit, refresh and update (where necessary) website content.
- 18. Write code for and develop new design templates for pages identified in new site architecture.
- 19. Develop pages using responsive design in order to accommodate a variety of devices and platforms.
- 20. Update and redesign application form and other key documents and the supporting process of submitting those documents.
- 21. Create a process to repurpose/share content with social media sites.
- 22. Include an embedded calendar to better manage and update event information.
- 23. Develop a process to use, store and archive photos.
- 24. Include search engine optimization (SEO) and Google Analytics setup.
- 25. Develop final website style and user guide.
- 26. Provide recommendation and consult with internal team on formal content management system.

Other Items for Consideration:

- MCC will be exploring options for a Content Management System (CMS). The selected partner should have experience working with
 various CMS systems. The chosen firm will help with the selection and evaluation of the CMS system.
- The new website must meet ADA requirements, including all federally-mandated access requirements adopted by the Federal Access Board under section 508. This includes web accessibility guidelines per the Illinois Community College Board.
- Familiarity with Ellucian/Datatel software, or other comparable applications is preferred.
- After website launch is complete, the Office of Marketing and Public Relations will want to conduct an exit discussion with partner to address any issues and provide final insight to internal team.
- Document detailing all technology used in the new design, contracts, and contact information for vendors to address any issues going forward, implementation steps and instructions for reference, and any special access or reference documents for transitioning the website maintenance to MCC website administrators should be provided at the exit conference.
- MCC has a full-service marketing and PR department available as a resource if needed.

Timeline:

The ideal completion timeframe for this project should be <u>12-18 months</u> from project launch. Here is a breakdown of phases:

Phase 1: Analysis

- Research and Discovery
- User Testing

Phase 2: Development

- Information architecture
- Content editing
- Content management
- Design enhancements

Phase 3: Testing and Launch

- Pilot new site
- Test
- Launch

Pricing

Bidder shall submit on the bid submission form, prices for each item listed for Website Development Services, which may include:

- Project management during all stages/phases of development.
- Initial evaluation and implementation of analytics.
- Content development for up to the first two layers of content.
- Training for Marketing web team and IT (when necessary).
- Migration of selected content to the new website.
- Website style guide.
- In-site search functionality.
- QA and performance testing. Including browser testing for MS Explorer, Firefox, Safari and Chrome.
 - Functional elements included in the new website:
 - Social media feeds and links
 - Photo gallery
 - o Video gallery
 - Event calendar that can be utilized across website and portal platforms
- Use responsive web design.
- Meet ADA requirements.
- Designed for Search Engine Optimization (SEO).
- Active Directory authentication (CMS function).
- All testing done on our servers.
- Content Management System consultation–Assist MCC in evaluating CMS candidates and determining an appropriate CMS. The CMS must allow distributed content management without knowledge of HTML.
 - Additional items to consider with cost estimate:
 - o Billable travel expenses
 - Any costs necessary to the development of the website including but not limited to: software, hardware, and communication or integration tools.

EXHIBIT 2

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish Owner with two (2) original Certificates of Insurance, with Owner named as an additional insured for Commercial General Liability and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Owner. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to Owner. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Owner.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

\$1,000,000/\$1,000,000

Commercial General Liability including:

- 1. Premises Operations
- 2. Explosion, Underground and Collapse Hazard
- 3. Products/Completed Operations
- 4. Contractual Insurance
- 5. Broad Form Property Damage
- 6. Independent Contractors
- 7. Bodily Injury

Automobile Liability

Owned, Non-owned, or Rented

\$1,000,000/\$1,000,000

Workers' Compensation and Occupational Diseases

As Required by Applicable Laws

Employer's Liability

\$1,000,000