



SOUTHEAST ARKANSAS COLLEGE

Request for Proposal (RFP)

RFP No.: SEA1902
Content Management System

PROPOSAL RELEASE DATE: 04/02/2019

PROPOSAL DUE DATE: 04/15/2019

PROPOSAL DUE TIME: 2:30 PM CST

SUBMIT ALL PROPOSALS TO:
Southeast Arkansas College
Business Services Building
Purchasing, Rm 171
1900 S. Hazel St.
Pine Bluff, AR 71603

Signature Required For Response

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

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

Authorized Signature: _____

Date: _____

Typed/Printed Name of Signor: _____

Title: _____

1. Description & Overview of RFP

Southeast Arkansas College (SEARK College) plans to purchase and implement a website redesign and implementation of a content management system (CMS) that meets the specifications outlined in this document. The bidder will be expected to acknowledge each section of this RFP and supply a detailed response as requested that outlines their solutions suite, support services, and detailed information regarding the requirements of designing, building, and launching the website. All current and projected environments will be described in detail within the text of this document for vendor situational awareness.

This Request for Proposal sets forth the core requirements for the website required to support SEARK College. Southeast Arkansas College (SEARK College) plans to purchase and implement this website to help obtain and achieve the following goals and objectives outlined in the following sections of this document.

2. SEARK expects the selected vendor to achieve the following goals:

1. A completely redesigned and responsive public-facing website at www.seark.edu
2. The redesigned site must contain seamless functionality with the college's learning management system (LMS), the student and employee portal, and college mobile applications.
3. A functional CMS for updating and managing the website and subdomains. The ability to transfer/upload selected content from the current site (and updated content provided by Southeast Arkansas College.)
4. Functionality including API and or RSS feeds to external college applications including social media and photo/video archives.
5. Development of a management philosophy and approach for maintaining website beyond initial implementation.
6. In person staff training, along with technical maintenance and support, for the updated website and content management system.
7. The updated website and content management systems must conform to all applicable state and federal laws that govern Southeast Arkansas College, particularly compliance with the Americans with Disabilities Act.

3. Scope of Work

Southeast Arkansas College is seeking a qualified vendor to design an updated version of the external website at www.seark.edu and provide a Content Management System (CMS) to replace any existing CMS. The current website provides a large amount of information to our audience regarding the overall operations of the college.

Our intention with this RFP is to replace the current website with a more user-friendly, streamlined site that will better meet the needs of our audiences, and to concurrently implement a content management system and train CMS users on update and maintenance of the website.

4. State of the Current Website:

Currently www.seark.edu was originally designed 10+ years ago and is maintained through an outdated framework that restricts our ability to make changes or updates to the structure and layout of the website. Southeast Arkansas College has the capability to edit only certain pages (mainly interior pages), while having to rely on the original developer of the website to update the other pages (Homepage, Master Template etc.) at our request. Southeast Arkansas College produces large amounts of detailed information and the restrictions of our CMS limit how and where we are able to display that information on our website, which diminishes the user experience.

The website is currently not responsive. Limitations are also present concerning the resource library,

especially the ability to leverage new and emerging technologies beyond linking to a large number of PDFs. It can be difficult for users to filter through all the documents in order to find a specific PDF. Again, this can be detrimental in our goal to provide a streamlined user experience.

We are also unable to set various SEO elements of our site, including title tags, meta descriptions, image alt tags, and URL structure on a page-by-page basis. A majority of the pages automatically pull this information, which prevents us from reaching our potential in search engines. Re-targeting pixels have proven difficult to properly attach and maintain.

5. Costs

Provide a description of how the fee structure is set up and how various items are priced, as listed on the Official Bid Price Sheet provided within this RFP document (see Pricing Sheet). Include any, and all products and services offered that fit the needs described.

Pricing must be valid for 90 days following the bid response due date and time. SEARK will not be obligated to pay any costs not identified on the Official Price Sheet (Appendix II). The respondent must certify that any costs not identified by the respondent, but subsequently incurred, to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

6. References

Respondents must provide three to five (3-5) references currently utilizing the respondent's services, preferably in higher education (including the organization's name, address, persons to contact, telephone numbers, and email addresses) located in the continental United States currently served by respondent. References are to be parties who can attest to the qualifications relevant to providing services requested. SEARK reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction. See Appendix I for format.

7. Respondents' Responsibilities

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

8. Timetable of Activities – Projected

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

04/02/2019	RFP released to prospective respondents
04/05/2019	Deadline Bidder Questions due 4:00 PM CST. *Questions should be emailed to rfp@seark.edu
04/09/2019	Last date SEARK will issue an addendum
04/15/2019	Proposal submission deadline 2:30 PM CST
04/29/2019	Web – Based demos
thru	
05/03/2019	
05/10/2019	Notice of Intent to Award
Upon Award:	Contract Negotiations Begin (upon intent to award)
Upon Contract Approval:	Service to Commence

Note: The successful bidder may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://www.dfa.arkansas.gov/offices/procurement/Documents/tgs1.pdf>.

9. Contract Terms & Termination

The term (“Term”) of this contract will begin upon date of contract award. If mutually agreed upon in writing by the contractor and SEARK, the Term shall be for an initial period of three (3) years. SEARK may terminate this Agreement without cause, at any time during the Term, by giving the other party thirty (30) days advance written notice of termination. Additionally, in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this agreement during any biennium period of the Term, the parties agree that this Agreement shall automatically terminate without notice.

If at any time the services become unsatisfactory, SEARK will give thirty (30) days written notice to the contractor. If at the end of the thirty (30) day period the services are still deemed unsatisfactory, the contract shall be cancelled by SEARK, Office of Business Affairs. Additionally, the agreement may be terminated, without penalty, by SEARK without cause by giving thirty (30) days written notice of such termination to the seller.

1. Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.
2. In no event shall such termination by SEARK as provided for under this Section give rise to any liability on the part of SEARK including, but not limited to, claims of Proposer for compensation for anticipated profits, unabsorbed overhead, or on borrowing. SEARK’s sole obligation hereunder is to pay Proposer for services ordered and received prior to the date of termination.

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

10. General Bidder’s Information

1. Distributing Organization

This Request for Proposal (RFP) is issued by the Purchasing Office, Southeast Arkansas College (SEARK). **The Purchasing Official is the sole point of contact during this process.**

Bidder Questions and Addenda

Bidder questions concerning all matters of this RFP should be sent via email to:

Marty Jackson, Purchasing Specialist
Office of Business Services
rfp@seark.edu

Questions received will be directly addressed via a compilation of all questions and answers

(Q&A), as well as any revision, update and/or addenda specific to this RFP solicitation will be made available on www.seark.edu/bidop, SEARK's website. During the time between the bid opening and contract award(s), except for bidder questions, any contact concerning this RFP will be initiated by the issuing agency and not the respondent. Specifically, the persons named herein will initiate all contact.

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

2. Agency Employees and Agents

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

The following conduct is unacceptable for the Vendor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, smoking and the use of tobacco products (including cigarettes, electronic cigarettes cigars, pipes, smokeless tobacco, and other tobacco products) on and within all SEARK property, refusal to provide services requested, refusal to arrange for additional services needed and general rudeness.

The Vendor shall require standard criminal background checks on all employees of the Vendor in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on SEARK's campus or reported to SEARK for review and approval in advance of the performance of any on-campus duties.

3. Disputes

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

4. Conditions of Contract

The successful vendor shall observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted after the execution

of this contract which in any manner affect the completion of work. The successful vendor shall indemnify and save harmless SEARK and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

5. Contract Information

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

i. The State of Arkansas may not contract with another party:

1. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. To indemnify and defend that party for liability and damages. Under Arkansas law SEARK may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by SEARK and its employees or agents in the performance of this Agreement, SEARK agrees with the successful party that:
 - a. it will cooperate with the successful party in the defense of any action or claim brought against the successful party seeking the foregoing damages or relief;
 - b. it will in good faith cooperate with the successful party should the successful party present any claims of the foregoing nature against SEARK to the Claims Commission of the State of Arkansas;
 - c. it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, SEARK reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.
3. Upon default, to pay all sums that become due under a contract.
4. To pay damages, legal expenses, or other costs and expenses of any party.

5. To conduct litigation in a place other than Jefferson County, Arkansas.
6. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

ii. A party wishing to contract with SEARK should:

- iii. Remove any language from its contract which grants to it any remedies other than:
 1. The right to possession.
 2. The right to accrued payment.
 3. The right to expenses of de-installation.
- iv. Include in its contract that the laws of the State of Arkansas govern the contract.
- v. Acknowledge in its contract that contracts become effective when awarded by SEARK's Purchasing Department.

6. Reservation

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

7. Qualifications of Bidder

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

8. Default

If the Vendor fails to carry out or comply with any of the Terms and Conditions of the contract with SEARK, SEARK may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days, and in the event the Vendor fails to remedy such failure or default within the ten (10) working day period, SEARK shall have the right to cancel the contract upon thirty (30) days written notice. The cancellation of the contract, under any circumstances whatsoever, shall not affect or relieve Vendor from any obligation or liability that may have been incurred or will be

incurred pursuant to the contract and such cancellation by SEARK shall not limit any other right or remedy available to SEARK by law or inequity.

9. Non - Waiver of Defaults

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

10. Independent Parties

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

11. Governing Law

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

12. Proprietary Information

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

13. Disclosure

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

14. Proposal Modification

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to SEARK. Such notice must be received by SEARK's Purchasing Specialist prior to the time designated for opening of the Proposal. Respondent may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications will be allowed.

Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time will be accepted. The Proposal, when opened, will then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and "Modification of Proposal". No modifications of the Proposal will be accepted at any time after the Proposal due date and time.

15. Prime Contractor Responsibility

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

16. Period of Firm Proposal

Prices for the proposed services must be kept firm for at least 90 days after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for 90 days or until written notice to the contrary is received from the Respondent, whichever is longer.

17. Errors and Omissions

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

18. Awarding Responsibility

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

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

19. Confidentiality and Publicity

From the date of issuance of the RFP until the opening date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of SEARK. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by law. All material submitted in response to this RFP becomes the property of SEARK. News release(s) by a vendor pertaining to this RFP or any portion of the project shall not be made without prior written approval of SEARK's Purchasing Department. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the respondent's bid. SEARK's Purchasing Department will not initiate any publicity relating to this procurement action before the contract award is completed.

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

When Vendor handles or possesses personal and confidential SEARK student, employee, faculty, staff or other individual's data such as, but not limited to, home addresses, banking information, health information (including but not limited to medical records), social security numbers, credit card numbers, birth dates, or medical information, Vendor must have procedures in place to ensure that the confidential information is protected against unauthorized disclosure or theft. Vendor agrees to keep secure all information or data that it receives under this Agreement. Vendor further agrees that if it determines that the security of this information or data has been breached, it will notify SEARK within 24 hours of when it had notice of the breach. In the event Vendor fails in its responsibility to keep secure all information or data that it receives under this agreement, Vendor agrees to be fully responsible for all damages to any person or entity that result from the breach in security. Vendor agrees that any data provided to it by Southeast Arkansas College under or pursuant to this Agreement: (a) will be used by Vendor only for the purpose of performing this contract; (b) will be treated as confidential information; and (c) will not be used, sold or shared with any third party inconsistent with this provision.

Upon termination of the agreement, Vendor shall, upon request, aid and assist Southeast Arkansas College in the retrieval or return of any or all of the College's data or records that are in the possession of Vendor.

20. Respondent Presentations

SEARK reserves the right to, but is not obligated to, request and require that final contenders determined by the Evaluation Committee provide a formal presentation of their Proposal at a date and time to be determined by the Evaluation Committee. Respondents are required to participate in such a request if SEARK chooses to engage such opportunity.

21. Excused Performance

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

22. Funding Out Clause

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

23. Indicia

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

24. RFP Interpretation

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

25. Time is of the Essence

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

aa. Contract Formation

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

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

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

NOTE: The successful bidder may be required to enter into a Professional Services or Technical/General Services Contract that will require approval prior to any work conducted. See the following link for reference: <http://www.dfa.arkansas.gov/offices/procurement/Documents/tgs1.pdf>

11. Instruction to Bidders

1. Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our website at, www.seark.edu/bidop, as counterpart to the RFP document, and any associated appendices, as well as all articles within the RFP document. SEARK is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Bidders.
2. The following documents, found in the Standard Terms and Conditions, must be completed by the selected vendor upon award of contract:
 - i. Vendor Application
 - ii. W9 Form
 - iii. EEOC Policy Disclaimer
 - iv. Executive Order 984 Disclaimer
 - v. Illegal Immigrant Policy Disclaimer

- vi. Contract Grant & Disclosure Form
- vii. Israel Boycott Policy Disclaimer
- viii. VPAT Form (www.seark.edu/bidop)

3. Respondents must address each section of the RFP. If a detailed response is not necessary, the respondent shall state ACKNOWLEDGED as the response to indicate that the respondent acknowledges, understands, and fully complies with the specification. Bidder's required responses should contain sufficient information and detail for SEARK to further evaluate the merit of the vendor's response. Failure to respond in this format may result in bid disqualification.
4. Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.
5. Proposals will be publicly opened in the Welcome Center, Administrative Board Room, Southeast Arkansas College, 1900 S. Hazel St., Pine Bluff, Arkansas, 71603, at 2:30 p.m. CST, on the proposal due date. All responses must be submitted in a sealed envelope with the response number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a response not properly identified.

Agencies must submit one (1) signed original and three (3) signed copies of their response. Responses must be received at the following location prior to the time and date specified within the timeline this RFP:

Southeast Arkansas College
Business Services Building
Purchasing, Rm 171
1900 S. Hazel St.
Pine Bluff, Arkansas 71603

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

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

Respondents may deliver their responses either by hand or through U.S. Mail or other available courier services to the address shown above. Include the RFP name and number on the outside of each package and/or correspondence related to this RFP. **No call-in, emailed, or faxed responses will be accepted.** The Respondent remains solely responsible for insuring that its response is received at the time, date, and location specified. SEARK assumes no responsibility for any response not so received, regardless of whether the delay is caused by the U.S. Postal Service, or some other act or circumstance. Responses received after the time specified in this RFP will not be considered. **All responses received after the specified time will be returned unopened.**

6. For a bid to be considered, an official authorized to bind the respondent to a resultant contract must include signature in the blank provided on the RFP cover sheet. Failure to sign the response as required will eliminate it from consideration.
7. All official documents, including responses to this RFP, and correspondence shall be included as part of the resultant contract.
8. SEARK reserves the right to award a contract or reject a bid for any or all line items of a bid received because of this RFP, if it is in the best interest of SEARK to do so. Bids may be rejected for one or more reasons not limited to the following:
 - i. Failure of the vendor to submit the bid(s) and bid copies as required in this RFP on or before the deadline established by the issuing agency.
 - ii. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
 - iii. Failure to provide the bid security or performance security if required.
 - iv. Failure to supply vendor references, if required.
 - v. Failure to sign an Official Bid Document.
 - vi. Failure to complete the Official Bid Price Sheet.
 - vii. Any wording by the respondent in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this RFP.
9. If the bidder submits standard terms and conditions with the bid, and if any section of those terms conflicts with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this RFP, the bidder's responses, and Arkansas State law.

12. Indemnification and Insurance

The successful bidder shall indemnify and hold harmless SEARK, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract. The successful bidder shall purchase and maintain at bidder's expense, the following minimum insurance coverage for the period of the contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to SEARK.

1. Workers Compensation: as required by the State of Arkansas.
2. Comprehensive General Liability: with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
3. Comprehensive Automobile Liability: with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence. Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to SEARK.

Contractor shall furnish SEARK with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by the College of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Proof of Insurance must be included in bid response.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

13. Best and Final Offer

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

14. Specific Requirements/Goals

Listed below are the requirements to be addressed in this RFP:

Website Objectives

SEARK College has a number of objectives to be accomplished through the redesign and development of the new website, focused both externally on website users and internally on website administrators. Aside from specific functionality, the new website should:

- i. be organized in a user-friendly manner, including an intuitive site search system making it easy for different audiences to find relevant content and information;
- ii. Be found easily in search engines;
- iii. Be easily viewable and functional on mobile devices and tablets;
- iv. Be compatible with all major internet browsers;
- v. Be in compliance with all applicable accessibility laws and regulations;
- vi. SEO Optimized and include
 1. Master Calendar of Events
 2. Office 365 Calendar Integration
 3. Faculty and Staff Campus Directory
 4. Guided Pathways Degree and Program layout/template
 5. Individual Faculty Pages in the CMS
 6. Workflow Tools
 7. E-Commerce Module or Plug-ins including security certificates for payment processing.

Project Management Process

- i. Describe your firm's project management process on at least one project of similar scope and complexity, and include specific examples of planning, scheduling, phasing, project monitoring, and status reporting. Provide an example project plan for this project.
- ii. Provide examples of your firm's ability to lead and create an atmosphere of partnering in an interactive process. Include your approach for contact with project resources, including roles of personnel, meeting schedule, method of interaction, and communication plans.
- iii. Describe what quality control measures your firm uses, and your method of peer review.
- iv. Describe what special hardware, software and/or other tools you utilize in controlling schedules and the sequencing of the work for projects which have tight time constraints and no flexibility. Give a relevant example of a similar project and what you were able to do.
- v. Describe your website development methodology. Address the following:
 1. How much time is typical at each stage?*
 2. How many face-to-face meetings do you expect?*
 3. How many rounds of revisions are anticipated?*
 4. To what extent, if any, do you expect to "beta-test" the website with Southeast Arkansas College staff?

*Note that work-completion dates will be finalized during contract negotiations with the selected vendor.

- vi. The vendor shall provide 3 to 5 references from customers who use the Colleague platform (Appendix I).

Website Requirements

For SEARK College to meet our goals, the website and CMS must be developed to accommodate the following:

- Content – manage all content on www.seark.edu, and allow administrators/managers to easily add new content or edit existing content anywhere on the website (including images/videos)
- Document files – create, upload, store, and manage documents
- Images – upload and store graphics and images in a gallery
- Videos – third party hosted and embed videos and animation
- Page editors – create, update, and delete template-based web pages
- User profiles – set, at an administrator level, specific permissions and capabilities for internal staff on a per-user basis
- Events calendar – publish and update calendar of company events
- SEO – edit various metadata, such as title tags, meta descriptions, etc., on a per-page basis for search engine optimization
- Social media – integrate social functions throughout, including home-page “follow us” buttons for all Southeast Arkansas College social media accounts
- Spell-check – integrate spelling tool
- Security – utilize coding that protects against SQL Injection attacks, properly manages buffer over/under runs, and does not allow for remote attacks that would permit permission escalation should they be attempted.
- Forms – create various user forms, as needed
- Visual elements – integrate ability to call third-party visualization within a frame
- Google Analytics – install tracking codes on every page, and allow for retargeting capabilities
- Site verification – verify site in Google Search Console and Bing Webmaster tools
- Customization – allow creation of custom URLs with support of redirects, when necessary
- ADA Compliance
- News – include news and announcements, as well as an RSS or API Feed
- Staff directory – include photos, contact information, and biographies of staff as needed
- Responsive design – make site fully compatible with mobile devices, including search functions and intuitive-display features
- Banner – design rotating image banner with text on home page
- Navigation – create system for easy navigation—sitemap, breadcrumbs, minimization of unnecessary “clicks” to access content, intuitive display features, etc.
- Blog – integrate blogging tool with moderated-comment feature
- Search – develop intuitive site-search function with filter options, including (but not limited to): date published, keywords, subject relevance, content area, etc.

- Resource library – allow resource library to be filtered using a tagging system
- Tagging – allow new posts to be tagged based on certain keywords
- Sign-up forms – allow users to sign up for Southeast Arkansas College announcements, alerts, and mailing lists
- Share functions – integrate social buttons for select content throughout site for ease of social media sharing
- Contact us – set up Southeast Arkansas College feedback page
- Calendar - allow visitors to sign up for events from the events calendar page
- Hosting – Bidder will be responsible for off-site hosting of new website and have ability for mirror backup on the college's servers.

Branding

Along with a new website, SEARK College will also require the following in order to keep our marketing efforts and branding consistent:

- Conforming to Style guide – fonts, color codes, image specifications, and other information used on website
- Branding – SEARK College will maintain ownership of all existing branding and logos, as well as what is developed as a part of this project

Website Support

The vendor must describe, in detail, the website support available for the configuration bid for the term of the agreement. This must include the following, at minimum:

- Explanation of procedures used for keeping all website technology current for the term of the agreement and how these upgrade procedures are coordinated with Southeast Arkansas College.
- Description of all levels of support available for the proposed website
- Outline of conditions, and all associated costs, for the use of the website beyond the end of the contract term (these costs, if any, will not be used in the cost evaluation)
- Description of customer support for technical assistance and the hours this support is available
- Explanation of what the maintenance agreements include—specify if it includes release updates and any additional training
- Detailed description of any pre-scheduled down time for website maintenance or updates
- Outline of how often your organization releases updates to the core product line
- Description of your client-service structure
- Quality assurance – develop tool that automatically detects and notifies administrators (or support) of problems with the website, such as broken links, broken images, etc.
- Responding Agency is responsible, as part of ongoing support and care, for the licenses and maintenance of plugins, themes or software used in the development and ongoing support of the website. As well as backups and basic security monitoring.

Training

Describe your company's training approach.

- Vendor must outline a training plan designed to meet the implementation, operation, and development needs of Southeast Arkansas College.
- Vendor must detail all costs for this training, including travel and lodging

expenses.

- Vendor must estimate and include, should training be conducted at a remote site and not online, the expected location of remote site.
- Southeast Arkansas College will pay for onsite travel by vendor while on the campus.

Implementation

Vendor must describe their approach for building the proposed website. Address initial website planning and research, use of wireframes if applicable, page layout design, coding, content population, and website launch. Specifically address the following:

- i. Project Management: Overall management of entire initiative, detailed example of project plan, status reporting, liaison with Southeast Arkansas College, etc.
- ii. Installation: Workflow analysis, installation, set-up, configuration, etc., of all components (e.g., coding, content population, etc.).
- iii. Integrated testing of all components (e.g., interfaces, applications).
- iv. Training of staff on all applications, components, etc.
- v. Vendor must provide a comprehensive sample implementation plan indicating deliverables, timeframes, and responsible parties for implementing the final product at Southeast Arkansas College.
- vi. Vendor must specify the amount of Southeast Arkansas College technical staff time required in the website launch. Vendor should specify by task the level of personnel required—please provide a brief description of implementation positions, including appropriate background or experience.

5. IT Server Support

6. IT Integration/Interface Support

7. Project Manager

Vendor must specify and describe any tools that will be provided to Southeast Arkansas College staff to aid in installation and/or testing of the website during implementation.

Website Delivery

If vendor fails to complete service, as agreed upon in the contract, and if the proposed website is not live and fully functional by the contract delivery date, vendor agrees to the following: as liquidated damages, the amount of 1% of the contracted value per week—up to the full value of the contracted website—shall be deducted from the overall amount due to the vendor for each calendar day until all services have been completed per agreement.

Installation

Vendors are responsible for installation of the proposed website including related software/equipment. Installation support not addressed in an implementation plan and required of Southeast Arkansas College or provided by the vendor should be described in detail. Installation support topics to be addressed may include network installation supervision, and other support, time that will be spent on-site. Vendors must state any requirements for Southeast Arkansas College coordination or action, such as personnel availability during or prior to installation of applications and/or training.

Website related software/equipment installation completion must be certified to Southeast Arkansas College in writing by the vendor, before the acceptance testing

period begins.

Acceptance Standards

Final Acceptance of website will be given when website has operated in conformance with specifications for 30 days after implementation in production environment. If the website has not operated for 30 consecutive days after implementation in conformance with the specifications stated within this RFP, the vendor's published specifications, and the specifications and validation requirements as stated in response to the RFP, the Southeast Arkansas College Purchasing Official may:

1. Terminate the agreement in its entirety.
2. Accept the procurement (in the event of minor deviations).
3. Continue the acceptance test, upon mutual agreement, for 30 consecutive days until the website has operated within the vendor's published specifications and the specifications and validation requirements as stated in response to the RFP.

On-going Performance Standards

If the website does not conform to the specifications and validation requirements stated in response to the RFP, the Southeast Arkansas College Purchasing Official will require the vendor to make the website and content management system operate as warranted. If the website fails to perform and the vendor cannot make the website and content management system operate within a reasonable time agreed to by the Southeast Arkansas College Purchasing Official and the vendor, then after written notification to the vendor, the Southeast Arkansas College Purchasing Official may require the vendor to:

- i. Pay as liquidated damages and not as a penalty \$25,000.00, or the one-time charge for the website, or the total of up to twelve (12) monthly charges for the website, whichever is greater; and
- ii. Remove the product and cancel the State's obligation to pay for the website associated with this bid.

Site Visit and Test Runs

After preliminary evaluation has been completed, Southeast Arkansas College may require vendor to provide a website demonstration at Southeast Arkansas College and/or conduct a site visit to a vendor client where the website is in operation. It is the responsibility of the Southeast Arkansas College selection committee to determine if a demonstration and/or site visit is necessary for vendor's proposed website based on preliminary evaluation.

- The website demonstration must be coordinated and conducted by vendor personnel. Completion of the demonstration is required within fourteen (14) calendar days after written notification of the requirement by Southeast Arkansas College.
- The Southeast Arkansas College evaluation committee will provide all instructions and clarifications for processing the website demonstration at the designated site.
- The results of the demonstration will become the property of SEARK College

immediately after completion.

- The inability of a vendor to provide an acceptable demonstration site that is comparable in size and scope to Southeast Arkansas College's requirements, or to perform an acceptable demonstration, may cause rejection of the vendor's bid.
- The failure to demonstrate a working and functional website, which prevents completion of the demonstration scenario, will be considered as total website failure. Total website failure may necessitate re-scheduling of the demonstration provided it is completed within fourteen (14) calendar days after the original notification by the Southeast Arkansas College Purchasing Official. All costs of the re-scheduling for Southeast Arkansas College personnel to attend a second demonstration will be borne by the vendor.

Compliance

- i. The vendor provided solution shall adhere to all applicable regulations and laws that govern personal information storage and higher education including FERPA, HIPAA, and all other laws.

Contract Execution

- i. Installation and Implementation
- ii. Support

15. Evaluation and Selection Process

It is the intent of SEARK to award an Agreement to the respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall proposal based on an evaluation of all responses. Selection shall be based on SEARK's assessment of the agency's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. SEARK reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to SEARK. Where contract negotiations with a respondent do not proceed to an executed contract within a time deemed reasonable by SEARK (for whatever reasons), SEARK may reconsider the proposals of other respondents and, if appropriate, enter into contract negotiations with one or more of the other respondents. Proposals shall remain valid and current for the period of 90 days after the due date and time for submission of proposals. Each response will receive a complete evaluation and will be assigned a score of up to 100 points possible based on the following items:

1. Ability to Provide Full Range of Services as Indicated in the RFP Above (40 Points)

Respondent with the highest rating shall receive forty (40) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- i. Scope of Services Offered
- ii. Respondent Presentations
- iii. Adherence to College Requirements

2. Vendor History and Past Performance (15 Points)

Agency with highest rating shall receive fifteen (15) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- i. Profile of organization and history
- ii. Number of years in business
- iii. History of similar engagements
- iv. Higher Education References that are currently active
- v. Longevity of company and software

3. Vendor Implementation and Maintenance (15 Points)

Agency with highest rating shall receive fifteen (15) points. Points shall be assigned based on factors within this category, to include but are not limited to:

- i. Vendor implementation plan and schedule
- ii. Training
- iii. Vendor support during implementation
- iv. Vendor maintenance

4. Cost (30 Points)

Points shall be assigned for the cost of the specific categories of services, which comprise the overall system, including annual maintenance cost, as follows:

- i. Cost points will be assigned on the specific component basis as reflected on the Official Price Sheet (Appendix II), for comparison and evaluation purposes.
- ii. The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
- iii. Remaining bids will receive points in accordance with the following formula:

$$(a/b)(c) = d$$

a = lowest cost bid in dollars

b = second (third, fourth, etc.) lowest cost bid

c = maximum points for Cost category (30)

d = number of points allocated to bid

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the respondent.

Service Performance Standards Service Criteria	Acceptable Performance	Compensation / Damages
Adherence to SEARK Requirements	Reference standard terms, conditions and all articles of RFP	<p>Termination of Contract: Reference section 9 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of SEARK.</p> <p>The vendor will pay as liquidated damages and not as a penalty \$25,000.00, or the one-time charge for the website, or the total of up to twelve (12) monthly charges for the website, whichever is greater; and remove the product and cancel the State's obligation to pay for the website associated with this bid.</p>
Scope of Services	Reference Sections 1 - 3 of RFP: Description, Overview and Scope	Termination of Contract: Reference section 9 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of SEARK.
Goals and Deliverables	Reference section 13 of RFP: Specifications/Goals and Deliverables	Termination of Contract: Reference section 9 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of SEARK.

APPENDIX I: Bidder Information/Reference

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

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

2. References of your current customer(s) as specified in **Section 13(a)(vi)** of this RFP document:
 - a. Company/Organization Name:
 - Contact Name
 - Telephone
 - Email Address
 - Address

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

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

 - d. Company/Organization Name:
 - Contact Name
 - Telephone
 - Email Address
 - Address

 - e. Company/Organization Name:
 - Contact Name
 - Telephone
 - Email Address
 - Address

APPENDIX II: Official Price Sheet

Reference Section D-Costs for further instruction, and the corresponding Bid Price Sheet provided below. Please complete the Price Sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for 90 days following the bid response due date and time.**

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

<i>ITEM</i>	<i>QTY</i>	<i>DESCRIPTION</i>	<i>PRICE EACH</i>	<i>TOTAL</i>
1		Hardware	\$	\$
2		Software	\$	\$
3		Implementation	\$	\$
4		Training & Support	\$	\$
5		Annual Maintenance / Support	\$	\$
6		Hosting		
7		Other Itemized Services	\$	\$
<i>Grand Total</i>				\$

Note: Bids shall include a price itemization of each specific service to be provided (e.g., programming, software, server, etc.)