



**Request for Proposal
683-15P
Procurement Card (P-card) Services**

Due:

01/29/16
2:00p.m. Mountain Time

Buyer:

Linda Ouellette, C.P.M.
Procurement Specialist
CMC Purchasing Department
802 Grand Avenue
Glenwood Springs, CO 81601
bids@coloradomtn.edu

REQUEST FOR PROPOSAL #683-15P PROCUREMENT CARD SERVICES

Section I: Introduction

Colorado Mountain Junior College District (“CMC”) is a statutory junior college district established in 1967, and includes three residential campuses, eight commuter campuses, a Distance Learning program and administrative offices. The District covers all or part of nine counties in Colorado, encompassing 12,000 square miles. Please visit our website at www.coloradomtn.edu for more information about our college.

CMC reserves the right to make multiple awards resulting from this RFP or to award no contract at all. After a contract is signed, CMC will post bid award information on the Purchasing website, www.coloradomtn.edu/purchasing.

Scope of Project-

Colorado Mountain College’s Central Services located at 802 Grand Ave, Glenwood Springs, CO is requesting quotes from qualified financial institutions; the overall objective of this RFP is to select a financial institution to assist the College in establishing the most cost-effective and efficient long-term Procurement Card Service program while maintaining high standards of quality and service. CMC desires a program that will maximize value to the College through enhanced technology, superior customer service, streamlined services, greater financial benefits, and lower total operating costs. CMC uses UMB currently and has not opened this contract for competition in nine years. This RFP is in the normal course of our procurement cycle and does not indicate dissatisfaction with our current service.

Qualified financial institution bidders are invited to submit proposals, based on the information provided in this RFP, to establish a business partnership with the College which will maximize the resources of Central Services to most effectively meet the needs of the College’s clients.

This Request for Proposal, and any subsequent addenda, is being issued by the Purchasing Department. Purchasing is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP and is the only office authorized to change, modify, clarify, etc., the specifications and terms and conditions of this RFP and any contract(s) awarded as a result.

Proposal Content-

The information provided herein is intended to assist proposers with a proper response to this RFP. CMC believes that this RFP provides interested proposers with sufficient information to submit proposals that meet minimum requirements. However, it is not intended to limit a proposal’s content or to exclude any relevant or essential data. Proposers are encouraged to include additional information that will substantiate their service capabilities, product quality, and commitment to support your product or service. Any exceptions or alternate offerings to this request must be communicated. CMC reserves the sole right to determine what is considered to be “equivalent” or “equal”. CMC also reserves the right to request samples for testing and evaluation.

Additionally, CMC recognizes you as the expert in this industry and we appreciate ideas that may improve the design or implementation of our project. Please submit your bid to the specifications provided and include information or ideas you may have that CMC should consider to improve our project. Our selection committee will carefully review these ideas and we will contact you with questions.

All proposals must be submitted in the format of the sections and questions in this RFP outline.

References-

Bidder must have verifiable success providing the range of services specified in this RFP. Provide names and telephone numbers of three references (preferably institutions of higher education) of similar size, complexity,

and business volume, for a contract period of two years who are currently using your Procurement Cards Services. Select a mix of long-standing and recent customers.

Section II: Timeline

- a. **Bidders interested** in submitting proposals in response to this RFP should do so according to the following schedule. A bidder will be disqualified for failing to adhere to the dates and times for performance specified below:
- b. **TIMELINE MODIFICATION.** CMC reserves the right to modify this timeline at any time. Any changes will be posted to the CMC Purchasing Department’s website as soon as the information is available. All times are Mountain.

TIMELINE	DATE	TIME
Issue date	12/22/15	4:00 p.m.
Questions and Clarifications Due (bids@coloradomtn.edu)	1/12/16	2:00 p.m.
Questions Answered	01/19/16	4:00 p.m.
Request for Proposals (RFP) Due (bids@coloradomtn.edu)	01/29/16	2:00 p.m.
Short List of Vendors Announced	02/16/16	4:00 p.m.
Candidate Interview (if necessary – save the date)	03/01/16	TBD
Target Award Date (Subject to Change)	03/10/16	4:00 p.m.

Section III: Instructions to Proposers

- a. This Proposal is expected to be competitive with numerous vendors participating. CMC endeavors to provide a uniform distribution of information to vendors and conduct a fair selection process. We ask that you please follow these instructions carefully. Any submittal that does not meet the requirements set forth in this document and any addenda will not be considered by the Selection Committee.
- b. All submittals must include the following:
- 1) Name, title and contact information of the official representative submitting your proposal
 - 2) Legal company name, address, phone and email
 - 3) RFP number
 - 4) Number of years in business and brief description of your company
 - 5) Minimum of three references with contact information for recent work that is similar in nature
 - 6) Insurance certificate (for evidence of coverage only)
- c. All information related to this Proposal will be posted in the “Bids, RFP’s...” section of the Purchasing Office’s website at www.coloradomtn.edu/purchasing. Please click on “Bids, RFP’s...” and find this solicitation. This website link will hold the most current and accurate documentation available for this project, including any changes to the timeline, addenda issued or other important information. Always look to this link for answers to your questions. This website also contains a section for vendors with helpful information on how to do business with the College.

- d. Proposers should carefully read the information contained herein, and in any addenda, and submit a complete proposal to all requirements and questions as directed.
- e. Questions regarding this RFP should be directed to Linda Ouellette via email at bids@coloradomtn.edu. CMC will attempt to answer all relevant questions submitted to this email address. Questions will be collected and answers will be posted to the CMC Purchasing Department website per the timeline. All such addenda issued by CMC prior to the time that proposals are received shall be considered part of the RFP. It shall be the proposer's responsibility to monitor the website on a regular basis for any changes and/or addenda. Inquiries seeking information that is already posted on the College website will not be answered. Only those inquiries that CMC replies to which are made by formal written addenda shall be binding. Oral and other types of interpretations or clarifications will be without legal effect. A bid sheet will be available at the time Addendum 001 is posted.
- f. CMC utilizes the Rocky Mountain E-Purchasing System to generate awareness and is our main notification tool for announcing RFP's. CMC collects responses at bids@coloradomtn.edu. Send your RFP response with the RFP number (RFP-xxx-15) and the short description listed recorded in the subject line of your email. Please be sure to allow time for technical difficulties in submitting responses. The official time of your submittal will be the time stamped on your email as determined by CMC's email server. You will receive an error message if your email was not successfully delivered. In the absence of that message you can assume confirmation that your response was accepted, CMC cannot promise to individually confirm all responses. Please note that the CMC Purchasing website will contain all information related to this project. Updates and other information will not be posted to the Rocky Mountain E-Purchasing System.
- g. Along with your RFP submit a certificate of liability insurance per the attached requirements (Exhibit A) for evidence only. If your proposal is successful and a contract awarded, a compliant certificate of insurance will be required with all endorsements at that time.
- h. Please do not contact any member of CMC's staff, faculty or member of the Selection Committee directly regarding this proposal other than the Buyer listed in this document. Any attempt to do so will result in your firm's disqualification at the discretion of the Director of Purchasing and Contracts.
- i. CMC makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in CMC's best interest. Representations made within the proposal will be binding on proposer. Failure to comply with the requirements contained in this RFP may result in the rejection of your proposal.
- j. Proposer recognizes and understands that any costs incurred by the proposer from submitting a response to this RFP are the responsibility of the bidder.

Section IV: Selection Criteria

The Selection Committee for this project will evaluate proposals to identify the best value for CMC. Specifically, the Selection Committee will select the successful proposer based on the following criteria in no order of importance:

1. Overall quality of response and services/products proposed
2. Company qualifications, experience and demonstration of technical and management competence
3. Service team members experience assigned to CMC account
4. Pricing
5. References and reputation
6. General capabilities
7. Reporting

8. Administrative capabilities to CMC program
9. Service and technical capabilities including evaluation of past performance and number and scope of any conditions included in the proposal
10. Statement of financial institution background
11. Data security
12. Conversion and implementation process
13. Financial benefits to CMC
14. Billing process
15. Compatibility with existing CMC infrastructure

Note: Criteria may be modified in subsequent addenda. CMC is not bound to accept the lowest priced proposal if that proposal is not the best value for CMC in the sole discretion of the CMC Selection Committee. Submission of a proposal indicates proposer's acceptance of the evaluation technique and recognition that some subjective judgments must be made by CMC during the selection process.

Section V: Supplier Qualifications

The previous experience, financial capability, personnel expertise and other related factors of the Supplier are important in the College's ability to assess the Supplier's potential goals and objectives of a successful implementation and Procurement Card Services Program.

Accordingly, prospective Suppliers must conform to the following minimum qualifications in order to be considered for award:

1. Supplier must offer at least one of the following Procurement Card platform(s):
 - a. MasterCard
 - b. VISA
2. Supplier must demonstrate financial stability and strength.
 - An audited annual report or audited annual financial statement for the past two (2) years for which such reports or statements are available (including all notes), or tax returns for the two (2) most recent tax years; and
 - A current (within 60 days of date of proposal submission) Dun & Bradstreet report, entitled "Supplier Information."
3. Supplier must include, with their proposal, an outline describing an implementation process completed within last twelve months.
4. Supplier must be able to demonstrate the capability of providing the required services by possessing adequate available resources, including personnel, facilities, access, order processing, equipment, systems, organization structure, operation controls, quality control, and other related factors.
5. Supplier must possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP.
6. Supplier must operate within the guidelines of all federal and state labor laws and regulations
7. Supplier must comply with all Equal Employment Opportunity laws.
8. Supplier must have the ability to obtain the necessary insurance as specified.

In addition to the foregoing information submitted by suppliers, the evaluation committee shall have the right to consider other verifiable information bearing on financial stability and strength, including, without limitation, information provided by former employees and/or creditors.

Section VI: General Capabilities

Each bidder must address its financial institution's general capabilities related to the following issues and questions.

Financial Institution Profile-

1. State whether your financial institution is local, regional, national or international. Include information on any affiliates and/or subsidiaries.
2. Furnish the service standards of your financial institution: include your Procurement Card Level Contract(s) and Mission Statement. Provide your Procurement Card Level "report card" for the past two (2) calendar quarters.
3. How many years has your financial institution been offering Procurement Card Services? If your financial institution has acquired any other portfolios during its Procurement Card history, briefly discuss those acquisitions.
4. Specify the total number of corporate/business and higher education customers using your company's purchasing card services, including total number of individual purchasing cards in your portfolio and total dollar volume. Provide a high level summary of the types of companies in your portfolio and a general overview of various card programs under your management.
5. Provide the total number of Procurement Card clients (NOT small business or revolving card clients), including the total number of individual Procurement Cards in your portfolio and total dollar volume.

Competitive Position and Future Commitment-

1. What differentiates your Procurement Card Service from that of other suppliers?
2. How does your implementation and project management make the College's start-up lower cost, easier and faster than other providers?
3. What makes your card issuance and replacement services better than your competitors?
4. Why is your customer service and support better than competitors?
5. Where is/are the customer service call center(s) located?
6. Provide the location(s) of your customer service call centers and describe the training process.
7. What differentiates your reporting and reconciliation service from your competition?
8. Describe your fraud and insurance protections: what makes them superior to your competitors? Be specific.
9. Discuss your data security programs: what makes them better than your competition?
10. What approach does your financial institution utilize to develop new services?

11. What new services or features does your financial institution plan to offer in the future? Provide estimated time frames if applicable.
12. If enhancements are introduced by your firm, discuss your financial institution's commitment to introduction, implementation, and timing.
13. Describe your prioritization process to the College's request for enhancements/modifications to your Procurement Card Services Program (i.e., requirements for the Colleague system reporting, etc.)
14. Are enhancements under the direct control of your financial institution?
15. If your financial institution relies on third parties to supply product enhancements, how does your firm manage the development queue and product priorities?

Product Features-

1. What specific card platform(s) does your program utilize (i.e., MasterCard or VISA)? Which would you recommend for our program and why?
2. Do any third-party partners perform other functions such as systems support or customer service? If so, explain. If required, provide complete information on third-party processor(s)/servicer(s) capabilities and documentary evidence that any/all third-party(ies) is/are PCI-DSS 1.2 compliant.
3. Describe the card account activation and deactivation process. Detail the level of account support your company will provide in managing these processes.
4. Describe your firm's options for ordering new cards during the conversion process (from the existing program), roll-out and implementation period.
5. Describe your flexibility and available options for card renewal (i.e., financial institution-assigned or customer-specified month/year, etc.)
6. Describe how your organization handles supplier/merchant analysis, education and ongoing management.
7. Describe your Procurement Card's design features and options for integrating graphics/artwork, college logos, and/or departmental designations. Are additional costs associated with these services?
8. What spend reports and/or analysis are available for management?

Controls-

1. Describe the options to control (decline or authorize) Procurement Card transactions. Controls may include, but are not limited to, the following criteria:
 - MC (Merchant Category) Code
 - SIC (Standard Industry Classification) Code
 - NAICS (North American Industry Classification System) Code
 - NIGP (National Institute of Governmental Purchasing) Code
 - Unique merchant identification number

2. Describe how the controls above would function at the college (entity), department, or individual card account level.
3. Describe the options available for establishing the MC (Merchant Category) groups. Include the maximum number of MC Codes that can be assigned to one group; the maximum number of MC Groups that can be assigned to an individual card account; and whether the naming of the MC Group can be unique to the College. Can specific MC Groups or individual vendors be excluded from purchases?
4. Describe the options available for establishing single transaction limits. Criteria may include, but are not limited to, the following:
 - Unique merchant identification number
 - MC Code
 - MC Group
 - Individual card account
 - Department
 - Financial institution (entity)
5. Describe the options available for establishing cycle limits. Criteria may include, but are not limited to, the following:
 - Time period
 - Declining and re-loadable balance cards
6. Describe the options available for allowing and restricting cash advances.
7. Describe the insurance coverage offered as part of your Procurement Card Services proposal. Make sure to identify the maximum exposure (both per transaction and aggregate) for the following type of occurrences:
 - Lost/stolen cards
 - Counterfeit cards
 - Unauthorized internet transactions
 - Merchant disputes
8. Discuss how the processes work for each of the occurrences above; and detail the College's level of liability/involvement for resolution.
9. How limiting is your fraud process; what potential effects will it have on our traveling card holders? Specifically, under what circumstances will you shut an employee's card off and how does it get turned back on?
10. Describe the process for communicating potential fraud with cardholders and administrators.
11. Describe the process for training administrators.
12. Provide information regarding recommended training for cardholders; include best practices procedures.
13. Provide information about the availability of transaction history, both online via the reconciliation tool and from your firm.
14. Describe your firm's card management for the following card management functions:

- New card issuance (including activation, shipment, delivery options and time frame)
- Deactivation of cards
- Lost/stolen cards
- Replacement cards/account numbers (including emergency situations)
- Modifying a cardholder's profile

15. Where possible, answer the following for each transaction type and provide any system descriptions/documentation that is available:

- What card management system(s) is available?
- Is the system real time?
- Will the College have access into a card management system that includes cardholder authority history?
- What security and audit trail is delivered with this system?

16. Describe your company's functionality in the areas of specialty cards such as travel, fleet, ghost, department, project, vendor-specific, relocation, declining balance, A/P, and specific authority.

Section VII: Service Capabilities

Supplier must address the company's service capabilities as they relate to the following issues and questions.

Customer Service/Support-

This section must describe the bidder's organizational structure, staffing and representation team, team continuity, quality management and continuous improvement. The narrative must include the names of staff; their background and qualifications; and their role in providing representation to the College.

1. Provide the name(s) and title(s) of the person(s) who will have the overall account management responsibility as specified in this RFP. Provide a brief resume of the account manager's background, training, experience, and length of time with the company. Specifically discuss the individual's experience in managing a program for procurement card services of the size and scope of the program described in this RFP.
2. Provide an organizational chart and describe your company's customer service structure for campus Program Administrators. Will an individual/team be assigned to the College's account? Provide employee roles/responsibilities, location and service hours.
3. Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.
4. How are inquiries requiring research handled by your company?
5. Define the dispute-resolution process, including time frame and responsibilities of the parties involved. Are disputed items credited while under investigation and for what period of time?
6. Describe your firm's ability to process transactions within the United States that recognize the College's tax exempt status (501c(3)).
7. Describe your company's customer service response policy, processes, and time frames. Detail customer service round-the-clock availability, dedicated team structures, telephone response average wait times, and phone systems automated response unit (ARU) capabilities. For telephone response times, include the following information (most recent monthly average):
 - Number of calls received

- Number of calls handled
 - Number of calls abandoned
 - Number of calls facilitated within 30 seconds of being placed in a hold queue
 - Average wait time
 - Average length of talk time
8. Where are your customer service centers located: are they in the United States? If not, what type of training does your firm provide to employees to ensure high-quality communication skills of the customer service employees?

Technical Support-

1. Describe your company's technical support for your reporting packages, and provide the services hours.
2. Describe your company's support for re-creating transaction files that may have been corrupted, lost or destroyed.
3. Describe your company's communication methods for reporting technical problems with Program Administrators.
4. Describe how your company handles upgrades to your online reconciliation and reporting system.
5. What are the work locations for the technical support employees?

Merchant Support-

1. Describe your company's initiative toward signing up merchants that do not currently accept the procurement card, as well as migrating merchants to Level III reporting. Do you have a specialized unit that performs this service?
2. Describe processes your company would employ to contact/correct instances where a merchant has an incorrect MC Code.

Quality Management and Continuous Improvement Processes-

1. Describe your company's plan for quality management and process for continuous improvement of the Procurement Card Services program.
2. Does your company monitor performance indicators? If so, what key performance measures are tracked? What is the reporting frequency and period covered for each measure? What were your company's performance measures for the last two (2) calendar quarters?
3. Describe how your firm will solicit customer feedback of your performance. Please provide sample(s) of your company's customer satisfaction surveys.

Section VIII: Technical Capabilities

At present we receive an Excel spreadsheet from our bank. This file needs to be an up-loadable file that is csv, fixed length or tab delimited. It would consist of 12 columns with the following titles:

1. GL fund number
2. GL location
3. GL department number

4. GL object number
5. Merchant name
6. Transaction amount
7. Colleague (our system) ID
8. Transaction date
9. Posting date
10. Merchant City
11. Merchant State
12. Merchant category code

Hardware and Software Requirements

1. What are the hardware and software requirements for using your financial institution's card transaction reporting software packages, including minimum RAM and disk space, minimum processor speed, modem specifications, etc.?
2. What are the installation options for the reporting packages (i.e., stand-alone PC, LAN/WAN, Client/Server, internet/intranet)?
3. Describe reporting methods for communicating technical problems with Program Administrators.
4. What physical and software security measures does your firm take to protect the confidentiality of College's transaction information?
5. Does your company have a disaster recovery plan? If so, provide a description of the plan, including the time required to become fully operational after a disaster.
6. Describe your program's online reconciliation system, to include secondary review/approvals.

Interface with Internal Financial Systems-

1. Describe your firm's experience working with clients that operate ERP/Financial Reporting systems, specifically made available by Colleague. Do you have standardized technical interfaces built to communicate with the ERP system? CMC is an Ellucian college and we will likely deploy something like Concur next year.
2. Does your firm provide software that interfaces with the College's Colleague financial system (Ellucian)? How much staff time will our IT department need budget for implementation?
3. Describe how your reporting package accomplishes the interface with the Colleague system.
4. Are there any special hardware/software requirements for using the software interfaces?
5. Is customized programming required to accomplish the interface? If so, is there a cost associated with this programming?

Data Transmission-

1. Describe the options available for transmission of daily data feeds (i.e., VAN, web-based, flat file, etc.). What fields are available? Are costs associated with the establishment of and/or modification to the file?

2. Describe how your company receives and processes Level 2 and Level 3 data. What specific information can your firm provide to the college?
3. How many level 1, 2 and 3 merchants do you currently have? What is being done to increase levels 1 to 2 and levels 2 to 3?

Reporting Capabilities-

1. Describe your reporting capabilities? What are your most commonly used reports?
2. Do you provide an electronic manual for type of reports and how to run the reports?

Section IV: Data Security and Personally Identifiable Information

Bidder must address its company's Data Security capabilities related to the following issues and questions.

1. Describe in detail your company's information security program including oversight, internal and external audit, internal and external testing and protection of personally identifiable information ("PII" as that term is defined by the *Gramm Leach Bliley Financial Service Modernization Act of 1999*- "GLBA"). Is PII encrypted at all times in your operations platforms and databases?
2. Please share the results of your most recent GLBA audit.
3. Explain the tools, functionality and processes that your financial institution uses to safeguard PII when PII is being delivered, by any available medium, to third-party service providers or to authorized/designated individuals or systems at the College.
4. For any third-party service providers contracted to support any portion of your Procurement Card product, explain your process to assure full compliance with the requirements of PCI-DSS 1.2 and/or GLBA as required. Provide copies of any compliance certificates for any/all third-party service providers.
5. Explain your financial institution's legal and economic liability in the event of an inappropriate disclosure, release or misappropriation of PII within the confines of your and any subcontracting service providers' organizations and operations.
6. Will you agree that if your financial institution becomes subject to new and/or expanded information security obligations during the term of our Procurement Card issuing contract, you will promptly and fully comply with those requirements? Can you confirm that you will be in compliance on or before deadlines established by any changes in law or regulation?

Section X: Billing

Bidder must address its billing capabilities related to the following issues and questions:

1. Describe your company's billing and settlement terms, taking into consideration additional incentives for timeliness of payment/actual payment alacrity.
2. How will the College receive billing statements?
3. What options are available for the College to make payment (i.e., EFY, ACH, check)?

Section XI: Financial Benefits

The College utilizes incentives generated from the Procurement Card to offset fees for administering the program. While we do not expect any program costs, we provide the ability for bidders to include them.

What is your rebate structure?

<u>Year</u>	<u># of Cards</u>	<u>Transactions</u>	<u>Overall Spend</u>
2012	393	18,410	\$3,526,246.00
2013	396	19,225	\$4,235,007.00
2014	463	19,781	\$4,409,816.00

Provide a price schedule for all fees for this service, using current AFP TMA Service Codes. Include all one-time and ongoing fees, including minimums, related to the following:

- Annual per card fee
- Per transaction fee
- Card issuance
- Card replacement
- Program implementation/set-up
- Reporting: standard and customized
- Merchant sign-up and implementation
- Late fees
- Desktop reporting packages
- Licensing fees
- Maintenance fees
- Consulting fees
- Fraud protection
- Customized card design, including logos and second line embossing

1. Fees in this proposal are guaranteed for _____ years.
2. How will the College be notified of a price/incentive change?
3. What are your firm's minimum contract term requirements?
4. Will you provide the College a signing bonus for entering into a relationship with your company? How much? What are the conditions?

Section XII: Conversion and Implementation

Bidders must address their company's conversion and implementation capabilities as they relate to the following issues and questions.

The College intends on a phased implementation plan as follows:

- PHASE I – March/April 2016: conversion of administrative staff (small group of staff may initially pilot the program for a specific period of time prior to complete roll-out)
 - PHASE II – May/June 2016: conversion of faculty/remaining staff
1. Provide a complete description of your conversion and implementation process and activities, including a sample timeline and description of various conversion and implementation tasks for both the Bidder and the College.
 2. What initial and ongoing training do you provide for program administrators and cardholders?
 3. Describe the support provided by your firm during conversion and implementation, including technical assistance, user manuals, instructional and/or educational materials, on-site visits, and other assistance.
 4. Describe your design for program implementation as it relates to:
 - Pilot: minimum length and number of cards
 - Full implementation: project plan and timing
 5. Provide a sample cardholder application
 6. Do you provide sample policies and procedures as a part of the implementation process?
 7. Are costs associated with any of the activities performed by your firm during implementation?
 8. Based on your experience, list the critical success factors for a Procurement Card Services program, including the elements that have caused programs to fail or perform less than expected.
 9. What information, other than provided in this RFP, will you need for implementation?
 10. The College currently utilizes a one-card solution for its Procurement Card Program (for purchases as well as travel and entertainment). Discuss the pros and cons of having a one-card program, versus having a separate Purchase Card and Travel Card program.

Section XIII: Terms & Conditions

- a. **SUBMITTAL INSTRUCTIONS.** All submittals must adhere to the instructions provided above to be considered by the Selection Committee.
- b. **COPIES.** Nothing other than your electronic post to bids@coloradomtn.edu is required or will be considered by CMC.
- c. **PROPRIETARY INFORMATION.** It is understood that the College is a public institution and, as such, is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). Except as otherwise agreed prior to the award or finalization of any vendor transaction, College shall provide upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to CORA, and College's obligations under CORA supersede its obligations under any agreement, contract, purchase order or negotiated transaction. If you are submitting any information that you

consider proprietary or confidential, please do not post it to Rocky Mountain e-Purchasing. Send it via email to bids@coloradomtn.edu. Include the RFP number and "Proprietary Information" in the subject line of the email.

- e. **REFUSAL.** CMC reserves the right to refuse any and/or all proposals or any part thereof.
- f. **WITHDRAW PROPOSAL.** You may withdraw your proposal at any time prior to the date and time set for closing.
- g. **DISCUSSIONS/NEGOTIATIONS.** CMC reserves the right to contact any proposer for clarification of information submitted; CMC reserves the right to conduct discussions with Proposers, to accept or not accept revisions of Proposals, and to negotiate any point in the proposal or the subsequent contract at the sole discretion of the Purchasing Manager.
- h. **AWARD.** Awards shall be made to any or all responsible proposers whose submittals are determined to be advantageous to CMC based on the evaluation factors described above. Price, although a consideration, will not be the sole determining factor. CMC reserves the right to ask for the "Best and Final Offer" from any or all proposers.
- i. **PRE-AWARD PRESENTATIONS.** The College reserves the right to require presentations from the highest-ranking proposers, in which they may be asked to provide additional information and answer questions from the Selection Committee.
- j. **CONTRACT.** The successful proposer is expected to enter into a standard contract with the College that will include, at a minimum, the College's standard Terms and Conditions of Purchase Orders (Exhibit B). CMC may choose to add additional terms to this contract.
- k. **INDEMNIFICATION.** Successful Proposers shall indemnify and save CMC harmless from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the Proposer in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.
- l. **INSURANCE.** Successful Proposers shall have their insurance company send the CMC Department of Risk Management a compliant certificate of liability insurance (Exhibit A).
- m. **PAYMENT AND PERFORMANCE BOND.** CMC requires payment and performance bonds for all construction projects greater than \$50,000. Please price the bonds separately when you submit your response.
- n. **ILLEGAL ALIENS.** By submitting a proposal, a Proposer certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.
- o. **LIMITATION OF MULTIPLE-FISCAL YEAR OBLIGATIONS.** All financial obligations of CMC under a contract resulting from this proposal subsequent to the fiscal year in which signed are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4) (b) of the State Constitution (Amendment 1).

Section VI: Warranties, Representations and Acknowledgements of Proposer

- a. By signature hereon, proposer acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract and (2) the submission of a proposal by proposer in response to this RFP will not create a contract between CMC and proposer.
- b. By signature hereon, proposer offers and agrees to furnish to CMC the products and/or services described in its proposal, at the at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- c. By signature hereon, Respondent represents and warrants that (1) proposer is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP; (2) proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP; (3) proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances; (4) proposer understands the requirements and specifications set forth in this RFP and the terms and conditions set forth; and (5) all statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that CMC will rely on such statements, information and representations in selecting the successful proposer. If selected by CMC as the successful proposer, proposer will notify CMC immediately of any material change in any matters with regard to which proposer has made a statement or representation or provided information.
- d. By submitting a response to this solicitation the proposer agrees to be in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Exhibit A

Colorado Mountain College Insurance Requirements

All vendors/companies/groups (herein referred to as "Vendor") providing services to or doing business with Colorado Mountain College District ("CMC") must maintain the following types of insurance with minimum limits of liability as stated below for the duration of the contract. Please send these requirements to your insurance agent or broker and have them provide a compliant Certificate of Liability Insurance (preferably a standard Acord form) to CMC.

Certificates of Liability Insurance evidencing the coverage, limits and endorsements outlined below must be issued by the insurance agent or carrier at least (5) working days prior to contract execution or work commencing.

Note: Additional coverage may be required dependent upon the nature and scope of services provided and/or work performed. Requests for exceptions to these requirements must be discussed with and approved by CMC Risk Management prior to contract execution or work commencing.

<u>Coverage</u>	<u>Minimum Required Limits</u>
Commercial Gen Liability (CGL)	\$1,000,000 Occurrence/\$2,000,000 aggregate \$2,000,000 Products / Completed Operations aggregate

The Vendor shall maintain CGL coverage for itself and all additional insureds for the duration of the services performed for CMC and maintain Completed Operations coverage required herein in full force and effect until the expiration of any applicable statutes of limitations. Colorado Mountain Junior College District and its affiliates shall be listed as an additional insured, including without limitation for Ongoing Operations and Products and Completed Operations. The insurance shall include a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance or self-insurance maintained by the additional insureds. In addition, a Waiver of Subrogation shall be issued in favor of CMC.

Automobile Liability **\$1,000,000 Combined Single Limit**

If Vendor uses any type of motor vehicle to perform a service for CMC, Vendor shall provide Automobile Liability insurance covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicles owned, scheduled, hired or non-owned by vendor/company providing bodily injury, including death, and property damage coverage. Colorado Mountain Junior College District and its affiliates shall be listed as an additional insured. The insurance shall provide a provision that such insurance afforded by the policy for the benefit of the additional insureds shall be primary and non-contributory to any insurance maintained by the additional insureds. In addition, Waiver of Subrogation shall be issued in favor of CMC.

Workers' Compensation **Statutory Limits (\$100,000/\$500,000/\$100,000)**

Vendor shall maintain the coverage required by the state for Workers' Compensation / Employer's Liability insurance. The policy shall contain a Waiver of Subrogation in favor of CMC. If Vendor is not required by the state to carry Workers' Compensation / Employer's Liability insurance and officers have rejected coverage, Vendor is required to provide a Declaration of Independent Contractor Status form.

Additional Provisions

CMC requires that insurance carriers be licensed to conduct business in the State of Colorado and a minimum A.M. Best Rating of A-.

Vendor shall require in all Vendor's subcontracts, if any, the same limits and coverage required herein.

Each insurance policy shall state that CMC will receive thirty (30) days prior written notice of any cancellation, non-renewal, or material alteration of the Vendor's insurance policies. Renewal certificates should be automatically sent to CMC.

Certificate Holder: Colorado Mountain Junior College District
Risk Management Department 802
Grand Avenue
Glenwood Springs, CO 81601

Questions regarding CMC's Insurance Requirements should be directed to: gpedrick@coloradomtn.edu. Phone: 970-947-8375.

Revised 7/2015



Exhibit B

Purchase Order Terms & Conditions

1. Offer/Acceptance

If you have submitted a bid/quote/proposal to us this Purchase Order is an acceptance of your offer. If you have not submitted a bid/quote/proposal to us, this Purchase Order is an offer to buy, subject to your acceptance, which must be demonstrated by your written acknowledgement or fulfillment of the specifications in this Purchase Order. To the extent there is any inconsistency between this Purchase Order and your offer or any other agreement, the terms of this Purchase Order shall control. Except as expressly provided herein, this Purchase Order supersedes all prior communications, oral and written.

2. Acknowledgement

Vendor acknowledges that all terms as to quantity, quality, price, time of delivery and other specifications are material elements of this Purchase Order and must be strictly complied with.

3. Quality

The vendor agrees to furnish the products and/or services in strict accordance with the specifications and at the price set forth for each item. None of the terms or specifications stated in this Purchase Order may be added to, modified, superseded or otherwise altered except in writing, signed by an authorized representative of the Colorado Mountain College (the "College") Purchasing Department or Executive Office and sent by the College to vendor. Each shipment received by the College from vendor shall be deemed to be only upon the terms contained in this Purchase Order, notwithstanding any terms that may be contained in any acknowledgement, invoice form, or other act or document of vendor and notwithstanding College's act of accepting or paying for any shipment or similar act of College.

4. Termination Prior to Performance

Purchase Orders may be terminated from time to time before delivery for the convenience of the College. College also reserves all rights under the Uniform Commercial Code Article 2-609 regarding insecurity of vendor's ability to perform.

5. Termination After Contract Formation or Performance

a. Failure of Vendor to Deliver. In the event that vendor fails to deliver or perform as and when promised, the College reserves the right to cancel its order, or any part thereof, without prejudice to its other rights, and vendor agrees that the College may return all or part of any shipment so made, and may charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

b. Unless otherwise agreed in writing, in addition to the rights and remedies governing the transaction of goods in the Uniform Commercial Code (UCC), the Purchasing Manager may terminate this Purchase Order in whole or in part, for the convenience of the College. The Purchasing Manager shall give written notice of the termination to the vendor specifying the part of the Purchase Order terminated and when termination becomes effective. Upon receipt of the notice of termination, the vendor shall incur no further obligations except to the extent necessary to mitigate costs of performance. Upon such termination, the College shall pay vendor for all delivered and accepted goods, supplies and services but shall not be liable for any undelivered or unaccepted goods, supplies and services that were previously anticipated under this Purchase Order.

6. Delivery/Inspection/Acceptance

a. Unless otherwise specified in the solicitation or in this order, delivery shall be F.O.B. destination. Please advise Purchasing Manager immediately if you cannot guarantee the complete shipment will arrive on your promised delivery date noted on the Purchase Order. The title and risk of loss of the goods shall not pass to the College until the College actually receives the goods. All risk of transportation and all related charges shall be the responsibility of vendor.

c. The College shall have the right to inspect and test the goods at delivery before accepting them. If the College elects to inspect or test, successful completion of such inspection and testing shall be a prerequisite to the College's acceptance. Payment shall not constitute acceptance.

d. The College shall notify the vendor promptly of any damaged goods or goods not in conformity with the terms of this Purchase Order. If any goods are not in conformance with this Purchase Order the College may (1) retain all or any portion of the goods delivered under this Purchase Order and return, at vendor's sole cost and expense, those goods not retained- all without waiver of any claim the College may have for vendor's breach including, without limitation, the right to damages and the right to cancel this Purchase Order, (2) rescind this Purchase Order as to such non-conforming goods and the College shall receive a full refund, (3) accept such nonconforming goods at an equitable reduction in price, or (4) reject the nonconforming goods and require delivery of suitable replacements. A breach of this Purchase Order by vendor may, in the College's sole discretion, constitute a breach by vendor of any other Purchase Order between vendor and the College entitling the College, in addition to any other remedies it may have, to cancel such other Purchase Order.

7. Pricing

a. Prices may not be increased for any reason whatsoever, without the College's express written consent. If price is omitted on the Purchase Order, vendor's price will be the lowest prevailing market price.

b. The College will not be charged for postage, packing, or other charges unless specifically set forth on the face of this Purchase Order.

8. Payment

Payment will only be made upon submission of an acceptable invoice dated after the date of the Purchase Order. Invoices for Blanket Purchase Orders shall be delivered prior to the ending date if indicated. Payment periods will start from the date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination by authorized College agent, whichever is later.

9. Taxes (State Tax Exemption Number 98-00796) (FEIN Number 84-0567768)

The College is a statutory junior college district in the State of Colorado and is exempt from all Federal taxes under Chapter 32 of the Internal Revenue Code and from all City and State taxes and use taxes.

10. Intellectual Property

All research, data, plans, documents and the like relating to or arising from this Agreement are property of the College unless otherwise specified in the Scope of Work. Any reuse without prior written authorization is prohibited. All users of College technology are expected to use those resources in a responsible, ethical, efficient and professional manner consistent with all applicable laws, including FERPA, and College policies and procedures.

11. Warranty

Vendor warrants that the goods covered by this Purchase Order are of excellent quality, are safe and fit for their intended purposes, and that such goods and their purchase and use by the College will not infringe upon or violate any patent, copyright, trademark, service mark or other right. Additionally, all provisions and remedies of the Colorado UCC relating to both implied and express warranties are herewith referred to and made a part of this Purchase Order (including that the goods are free from defects in title, workmanship and material, free from defects in design, and of merchantable quality suitable for the purposes of the College). Further, vendor shall deliver to the College at the time of delivery of goods all applicable manufacturer warranties, and other express warranties applicable to such goods. Any vendor providing services shall perform all services in a good and workmanlike manner, to the reasonable satisfaction of the College. Vendor agrees, at its own expense, to diligently correct any work and replace any goods or materials deemed unsatisfactory by the College.

12. Jurisdiction

This Purchase Order shall be construed in accordance with the laws of the State of Colorado. In the event any dispute arises hereunder, the venue for any legal proceedings shall be in Garfield County, Colorado, and vendor hereby submits and agrees to the jurisdiction of the courts therein. The Colorado UCC shall apply to the interpretation and application of this Purchase Order to the extent consistent with the terms herein set forth.

13. Compliance with Laws

Vendor at its expense shall comply with all applicable Federal and State laws, rules, regulations, orders and ordinances from time to time in effect regarding the sale of goods or services under this Purchase Order; and upon reasonable request, vendor at its expense will execute and furnish to the College appropriate written certifications of compliance. The vendor is responsible for obtaining any and all licenses and permits required for the performance of this Purchase Order. Where applicable, such compliance shall include but not be limited to the Colorado Anti-Discrimination Act of 1957, as amended; the Rehabilitation Act of 1973, as amended; the Code of Federal Regulations provisions regarding equal employment opportunity, affirmative action, employment for disabled veterans and veterans of the Vietnam era, and employment of the handicapped; the Anti-Kickback Act of 1986; the Americans with Disabilities Act; and, with all rules, regulations and orders issued thereunder; and FERPA.

14. Independent Contractor

The vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the vendor nor any agent or employee of the vendor shall be or shall be deemed to be an agent or employee of the College. Vendor shall pay when due all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Purchase Order. Vendor acknowledges that the vendor and its employees are not entitled to unemployment or workmen's compensation insurance benefits from College and that College does not pay for or otherwise provide such coverage. Vendor shall have no authorization, express or implied, to bind the College to any agreements, liability, or understanding except as expressly set forth herein. Vendor shall be solely responsible for the acts and omissions of Vendor, its employees, and agents.

15. Assignment

Neither party to this Purchase Order may assign any portion of this agreement without the prior written consent of the other party.

16. Fund Availability

All financial obligations of the College subsequent to the fiscal year, ending June 30, are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the College Board of Trustees. This Purchase Order shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4)(b) of Article X of the State Constitution (Amendment 1).

17. Exclusivity

It is expressly understood that this Purchase Order does not grant vendor an exclusive privilege to furnish to the College any or all of the type of products and services, which are the subject of this Purchase Order, which the College may require. The College expressly reserves the right to contract with others for the purchase of products and services comparable or identical to the products and services that are the subject of this Purchase Order.

18. Indemnification

Vendor will indemnify, defend and hold the College harmless from and pay for any loss, damage, judgment, cost or expense (including without limitation, legal fees and court costs) arising out of (i) any actual or alleged death of or injury to any person, any actual or alleged damage to or destruction of any property, or any other actual or alleged damage or loss whatsoever, resulting or alleged to result in whole or in part from any actual or alleged defect in any goods or services covered by this Purchase Order, whether latent or patent and including, without limitation, any actual or alleged failure by such services and goods or the manufacture, possession, use or sale thereof to comply with any law, rule, regulation, ordinance or order; and (ii) any breach by vendor contained in this Purchase Order. Vendor shall be solely responsible for any and all losses, damages, injuries, or expenses, include consequential damages, incurred by vendor in connection with its performance pursuant to this Purchase Order. The College shall not be liable for and shall not indemnify vendor for any such losses, damages, injuries, or expenses.

19. Insurance

In accordance with the policies and procedures of Colorado Mountain Junior College District, all vendors and service providers must maintain certain insurance and specified limits for the duration of the contract. Vendor represents it carries currently in-force liability insurance as outlined in Colorado Mountain College Insurance Requirements. Colorado Mountain College reserves the right to ask for proof of this insurance.

20. Rights and Remedies

The rights and remedies of the College under this Purchase Order are cumulative and not exclusive of any rights or remedies to which the College is entitled by law. The exercise by the College of any right or remedy under this Purchase Order or under applicable law will not preclude the College from exercising any other right or remedy under this Purchase Order or to which the College is entitled by law.

21. UCC

Except as otherwise agreed, the Uniform Commercial Code shall govern in the case of transactions in goods. In the case of services, if the vendor refuses or fails to timely perform any of the provisions of this Purchase Order, with such diligence as will ensure its completion within the time specified in this Purchase Order, the Purchasing Manager may notify the vendor in writing of the non-performance, and if not promptly corrected within the time specified, such officer may terminate the vendor's right to proceed with the Purchase Order or such part of the Purchase Order as to which there has been delay or a failure to properly perform. The vendor shall continue performance of the Purchase Order to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the Purchase Order price.

22. Terms

The terms "the College", "we" and "us" shall refer to Colorado Mountain Junior College District, the purchaser identified on the front side of this Purchase Order. The terms "vendor" and "you" shall refer to the vendor identified on the front of this Purchase Order.

23. Miscellaneous

a. The invalidity or unenforceability of any provision of this Purchase Order under any present or future law, rule, regulation or ordinance will not affect any other provision of this Purchase Order, and the remaining provisions of this Purchase Order shall continue with the same force and effect as if such invalid or unenforceable provision had not been inserted in this Purchase Order.

b. No term or condition of this Purchase Order shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS-24-10-101 et seq. the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

c. All goods delivered and labor performed under this Purchase Order shall be free of all liens and, if the College requests, a formal release of all liens shall be delivered to the College.

d. No revision of this Purchase Order shall be valid unless made in writing and signed by a duly authorized representative of the parties.

24. CORA

It is understood that the College is a public institution and, as such, is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). Except as otherwise agreed prior to the award or finalization of any vendor transaction, College shall provide upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to CORA, and College's obligations under CORA supersede its obligations under any agreement, contract, purchase order or negotiated transaction.