

COLORADO MOUNTAIN COLLEGE



Request for Proposal Number #466-10

Merchant Account Services

Due:
July 31, 2010 at 4:00 PM Mountain Time

COLORADO MOUNTAIN COLLEGE
INVITATION TO BID #466-10
Merchant Account Services

I. INTRODUCTION

Colorado Mountain College (CMC) is a two-year public college established in 1967, and includes three residential campuses and eight commuter campuses. The Colorado Mountain College District covers all or part of thirteen counties in Colorado, encompassing 12,000 square miles.

Colorado Mountain College is seeking a firm to process credit and debit card payments across our campuses and in our District Office. CMC opens all significant contracts for bid from time to time. This solicitation is not an indication of dissatisfaction with Wells Fargo, the incumbent service provider.

II. **TIMELINE**

CMC reserves the right to modify this timeline at any time. Should the due date for proposals be changed, all prospective proposers shall be notified. All times are Mountain.

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REQUISITION STEP	DATE	TIME
ISSUE DATE	06-23-10	4:00 PM
DEADLINE FOR QUESTIONS FROM INTERESTED PARTIES	08-12-10	4:00 PM
ADDENDUM RELEASED WITH ANSWERS TO SUBMITTED QUESTIONS (IF NECESSARY)	08-19-10	4:00 PM
PROPOSALS DUE	08-31-10	4:00 PM

III. **INSTRUCTIONS TO BIDDERS**

Proposing firms must submit the following for its Proposal to be considered:

1. Proposal including pricing and reporting capabilities
2. Signature Block at the end of this document
3. At least five professional references
4. A description of your firm's relevant experience

CMC supports sustainability and the appropriate use of technology. As a result the college requires an electronic submission. CMC employs the use of Rocky Mountain Bidnet to enforce timely submittals. No submittal after the closing time posted herein, as officially determined by Rocky Mountain Bidnet will be accepted. No proposals submitted to anyone, in any format other than via Rocky Mountain Bidnet may be considered. The company name is the only information that will be available prior to award. No bid bond is required for this project. You may find the Rocky Mountain E-Procurement home page at <http://www.govbids.com/scripts/CO1/public/home1.asp>. Rocky Mountain Bidnet and Rocky Mountain E-Procurement are synonymous for the purposes of this RFP.

Interested firms may submit questions to CMC before the Deadline for Questions by sending your questions via email to sboyd@coloradomtn.edu. All questions will be compiled, answered and posted to the CMC website at www.coloradomtn.edu/purchasing. Files or folders may be zipped. Acceptable formats include Microsoft Word, Excel, PowerPoint, Acrobat and other generally recognized software programs.

Please be sure to check our website prior to your submission to be sure you have the most current posted information. Subsequent information will be posted on the college website listed above, and may not be posted to Rocky Mountain E-Procurement. Questions seeking information that has already been posted will not be answered. Firms submitting responses directly to the college or attempting to contact any college personnel other than as set forth in this document regarding this project may be disqualified.

IV. SELECTION CRITERIA (in no particular order)

- A. Quality of submittal
- B. Relevant firm experience
- C. Pricing
- D. Reporting capabilities
- E. References

V. TERMS & CONDITIONS

- A. *Submittal Instructions:* All submittals must adhere to the instructions provided above to be considered by the Selection Committee.
- B. *Copies:* No electronic or paper copies of submittals are required other than your post to BidNet.
- C. *Proprietary Information:* If you are submitting any information you consider proprietary, please clearly mark it "Proprietary Information." If the Purchasing Manager concurs, this information will not be considered public information. At the discretion of the Purchasing Manager, submittal information may be posted to the College Purchasing website upon award. Please do not submit anything that you do not want posted publicly without clear indication to our Purchasing Department. Notwithstanding the prior statement, the Purchasing Manager may make your entire submittal public information at his or her discretion.
- D. *Signature Block:* All proposals must be signed by an authorized agent of your firm. Any firm or individual submitting a signed proposal shall be deemed to have read and understood all the terms, conditions, and requirements of this Request for Proposal.

- 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 conduct discussions with Proposers, to accept or not accept revisions of Proposals, and to negotiate price changes and other terms at the sole discretion of the Purchasing Manager. During this discussion period, CMC will not disclose any information regarding Proposal submittals other than (in some cases) the number of qualified proposals the College received and the name of the Proposer.
- H. *Award:* Awards shall be made to 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 Colorado Mountain College that will include the College’s standard terms and conditions attached to all purchase orders.
- K. *Indemnification:* Successful Proposers shall indemnify and save CMC harmless, to the extent permitted by law, 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 Purchasing Department a currently in-force Certificate of Insurance which indicates that insurance coverage has been obtained, including professional liability, which meets the minimum requirements as are required by Colorado law for work performed by the Proposer. “Colorado Mountain College” shall be named as an additional insured. The Proposer shall be responsible for notifying the CMC Purchasing Department of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.
- M. *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.

- N. *Limitation of Multiple-Fiscal Year Obligations:* All financial obligations of Colorado Mountain College (CMC) under this contract 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).

VI. SIGNATURE BLOCK

Note: Please return this page with each copy of your bid.

The undersigned, an authorized agent of his/her company, hereby certifies:

- () the receipt of _____ addendums,
- () familiarization with all terms, conditions, and specifications herein stated,
- () vendor is qualified to perform work and services as bid,
- () that the bid is valid until _____ (date).

Company Name

Authorized Signature

Mailing Address

Printed Name

City, State, Zip Code

Title

Federal Employer ID Number

Phone Number

Type of Entity (S-Corp, LLC, etc?)

Fax Number

Web Site, if available

Email Address