COLORADO MESA UNIVERSITY
REQUEST FOR PROPOSALS
FOR
Student Engagement Platform
CMU-20-2665

RFP ISSUE DATE: March 2, 2020
PROPOSAL DUE DATE: March 27, 2020, 11:00 a.m.
ISSUED BY: Suzanne Ellinwood
Purchasing Manager

Sealed Proposals will be accepted until 11:00 AM Mountain Daylight Time, March 27, 2020. Any Proposal received after the above indicated time will be returned unopened. Five (5) copies plus one original and one electronic copy of each Proposal shall be delivered to:

Suzanne Ellinwood
Colorado Mesa University Purchasing Department
1260 Kennedy Avenue
Grand Junction, CO 81501-3122
Table of Contents

SECTION 1: ADMINISTRATIVE INFORMATION ..................................................... 4
1. ISSUING OFFICE: ............................................................................................ 4
2. OFFICIAL MEANS OF COMMUNICATION: ...................................................... 4
3. PURPOSE: ............................................................................................................ 4
   A. Definitions ....................................................................................................... 4
4. SCOPE: .............................................................................................................. 4
5. SCHEDULE OF ACTIVITIES ............................................................................ 4
6. INQUIRIES: ........................................................................................................ 5
7. MODIFICATION OR WITHDRAWAL OF PROPOSALS: ................................. 5
8. PROPOSAL SUBMISSION: .............................................................................. 5
9. BID OPENING: ................................................................................................. 5
10. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: ............. 6
11. WRITTEN INQUIRIES AND RESPONSES: ................................................. 6
12. ORAL PRESENTATIONS/SITE VISITS: .......................................................... 6
13. ACCEPTANCE OF RFP TERMS: ................................................................. 6
14. PROTESTED SOLICITATIONS AND AWARDS: ......................................... 6
15. CONFIDENTIAL/PROPRIETARY INFORMATION: ....................................... 7
16. RFP RESPONSE MATERIAL OWNERSHIP: ............................................ 7
17. PROPOSAL PRICES: ...................................................................................... 7
18. DISCUSSION WITH RESPONSIBLE OFFERORS AND REVISIONS TO PROPOSAL: ........................................................................................................ 7
19. SELECTION OF PROPOSAL: ........................................................................ 7
20. AWARD OF CONTRACT: ............................................................................... 7
21. ACCEPTANCE OF PROPOSAL CONTENT: ............................................... 8
22. STANDARD CONTRACT: ............................................................................. 8
23. RFP CANCELLATION: ................................................................................... 8
24. OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: ............................. 8
25. INCURRING COSTS: .................................................................................... 8
26. MINORITY-OWNED/WOMAN-OWNED PARTICIPATION: ....................... 8
27. NON-DISCRIMINATION: ............................................................................. 8
28. REJECTION OF PROPOSALS: ..................................................................... 8
29. PARENT COMPANY: .................................................................................... 8
30. NEWS RELEASES: ....................................................................................... 8
31. CONTRACT CANCELLATION: ..................................................................... 9
32. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: ............. 9
33. CONFLICTS OF INTEREST: ....................................................................... 9
34. TAXES: ....................................................................................................... 10
35. ASSIGNMENT AND DELEGATION: ........................................................... 10
36. AVAILABILITY OF FUNDS: ....................................................................... 10
37. BID BONDS/SECURITY: ........................................................................... 10
38. CONTRACTOR'S PERFORMANCE BOND: ................................................. 10
39. STANDARD INSURANCE REQUIREMENTS: ............................................ 11
NOTE: To simplify the Colorado Mesa University's review process, the format for all Proposals must be consistent with the format in Section 4, "Offeror's Response Format." In addition, the Vendor Signature Form must be completed and signed by an authorized company representative.
SECTION 1: ADMINISTRATIVE INFORMATION

1. ISSUING OFFICE:
This Request for Proposal (RFP) is issued on behalf of the Department of Student Services by the Purchasing Department. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department.

2. OFFICIAL MEANS OF COMMUNICATION:
During the solicitation process for this RFP, all official communication between the Purchasing Department and Offerors will be via postings on the Rocky Mountain Bids System http://www.rockymountainbidsystem.com/ or the Colorado Mesa University’s Purchasing website at: http://www.coloradomesa.edu/purchasing/opensolicitations.html. Colorado Mesa University Purchasing Department will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. It is incumbent upon Offerors to carefully and regularly monitor either the Rocky Mountain Bids site or the Purchasing website for any such postings.

3. PURPOSE:
This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.

A. DEFINITIONS
1. In the following RFP the term “University” shall be understood to mean "Colorado Mesa University."

2. The term “Offeror,” as used herein, shall be understood to mean the individual, company, corporation or firm formally submitting a response to this RFP, and may also be referred to as the “Bidder,” “Vendor” or “Contractor.”

3. The term “Response,” as used herein, shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instruction, and specifications stated herein with the exceptions clearly stated, and may be used interchangeably with the terms “Proposal” and “Bid”.

4. SCOPE:
This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

5. SCHEDULE OF ACTIVITIES

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date, BIDS Advertisement</td>
<td>March 2, 2020</td>
</tr>
<tr>
<td>Written Inquiries Due</td>
<td>March 12, 2020</td>
</tr>
<tr>
<td>Response to Written Inquiries</td>
<td>March 16, 2020</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>March 27, 2020, 11:00 a.m.</td>
</tr>
<tr>
<td>Oral Presentations (if necessary)</td>
<td>April, 2020 (estimated)</td>
</tr>
<tr>
<td>Notice of Award</td>
<td>April, 2020 (estimated)</td>
</tr>
<tr>
<td>Contract Issued</td>
<td>May, 2020 (estimated)</td>
</tr>
</tbody>
</table>
7. INQUIRIES:
Offerors may make written, e-mail or fax inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Offerors shall confirm successful receipt of said inquiries. Send all inquiries to:

Suzanne Ellinwood  
Colorado Mesa University Purchasing Department  
1260 Kennedy Avenue  
Grand Junction, CO 81501-3122  
RFP No.CMU-20-2665

Response to any Offeror's inquiries will be published as a modification on Rocky Mountain Bids System in a timely manner per the Schedule of Activities. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

8. MODIFICATION OR WITHDRAWAL OF PROPOSALS:
Proposals may be modified or withdrawn by the Offeror prior to the established submission due date and time.

9. PROPOSAL SUBMISSION:
Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the Offeror to ensure that the proposal is received by the Colorado Mesa University Purchasing Department on or before the proposal opening date and time. Offerors mailing their proposals are advised to allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Suzanne Ellinwood  
Purchasing Department  
Colorado Mesa University  
1260 Kennedy Avenue  
Grand Junction, CO 81501-3122

Proposals must be submitted and sealed in a package showing the following information on an envelope attached to the package:

OFFEROR’S NAME  
CMU-20-2665  
PROPOSAL DUE: March 27, 2020 11:00 a.m.

The Vendor Signature Form MUST be signed in ink by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. The Signature form is to be included with the proposal copy that is marked as ORIGINAL.

Proposals which are determined to be at a variance with this requirement may not be accepted.

Offerors are advised that the University desires and encourages that proposals prepared in response to this RFP be submitted on recycled paper, and that the original proposal and five (5) copies and one (1) electronic copy (USB) Reference Section 4, Offerors Response Format, Paragraph 1.

10. BID OPENING:
Due to the complexity of this Proposal, information provided at the bid Opening shall be restricted to the NAME AND NUMBER OF RESPONDERS. Inspection of the Offerors’ proposals will not be allowed until after the notice of intent to award if posted on the BIDS system.

CMU-20-2665  
Page 5 of 23
11. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:
In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be posted on the Rocky Mountain Bids website, http://www.rockymountainbidsystem.com/ and the Purchasing website at http://www.coloradomesa.edu/purchasing/opensolicitations.html
Bidders shall not rely on any other interpretations, changes or corrections.

12. WRITTEN INQUIRIES AND RESPONSES:
Any explanation desired by an Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing and clearly marked with the RFP number and title. Inquiries can be e-mailed or faxed to the point of contact for the Request for Proposal; it is incumbent upon the Offeror to verify receipt of written inquiries. Written responses to inquiries will be provided as an addendum to be posted on the Rocky Mountain Bids website, http://www.rockymountainbidsystem.com/ and the Purchasing website at http://www.coloradomesa.edu/purchasing/opensolicitations.html on the date shown in the Schedule of Activities.

13. ORAL PRESENTATIONS/SITE VISITS:
The Evaluation Committee may conclude after the completion of the proposal evaluation that oral interviews/presentation and/or demonstrations are required in order to determine the successful Offeror. All Offerors may not have an opportunity to interview/present and/or give demonstrations. The presentation process will allow the Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Offeror’s key personnel may be required to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Offerors shall not be allowed to alter or amend their proposals.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Once oral interviews/presentations and/or demonstrations have been completed Colorado Mesa University reserves the right to make a contract award without any further discussion with the Offerors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Offeror.

14. ACCEPTANCE OF RFP TERMS:
A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Offeror, or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the University’s RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

15. PROTESTED SOLICITATIONS AND AWARDS:
Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Purchasing Manager. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. [Reference Colorado Revised Statutes (CRS) Section 24-109-101 et. seq., 24-109-201 et. seq., and Colorado Procurement Rules R-24-109-101 through R-24-109-206.]

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation’s requirements or specifications should be made within 7 days of when the protested item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the
protest should be submitted within the 7 day time period, even if that means it is filed during the time the solicitation is still open.

As noted in the paragraph above, announcement of the apparent winning Offeror will be made via a posting on the BIDS system. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on BIDS.

16. CONFIDENTIAL/PROPRIETARY INFORMATION:
Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential. Any information that will be included in any resulting contract cannot be considered confidential.

17. RFP RESPONSE MATERIAL OWNERSHIP:
All material submitted regarding this RFP becomes the property of Colorado Mesa University. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of § 24-72-201 et.seq. CRS, as amended, Public (open) Records.

18. PROPOSAL PRICES:
Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

19. DISCUSSION WITH RESPONSIBLE OFFERORS AND REVISIONS TO PROPOSAL:
Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range, such discussions may result in the University conducting Best & Final Offers.

20. SELECTION OF PROPOSAL:
As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the University. The Purchasing Department, after review and approval of the evaluation committee’s written recommendation, will notify all Offerors via a posting on the BIDS system of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" will name the apparent successful Offeror.

21. AWARD OF CONTRACT:
The award will be made to the responsive and responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to Colorado Mesa University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible Offeror.
22. ACCEPTANCE OF PROPOSAL CONTENT:
The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award and such Offeror may be removed from future solicitations. Under these conditions, the University reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal.

23. STANDARD CONTRACT:
The successful bidder will enter into a contract with the University. The State Contract contains certain required provisions for doing business with the State of Colorado, labeled “Special Provisions.” The Special Provisions are required to be contained in every state contract without modification or exception. The Offeror shall include with its proposal a separate page entitled “Exceptions to Contract Terms,” setting forth in detail all objections and exceptions it may have to any other terms and provisions contained in the special provisions, and failing such, shall be deemed to have accepted such terms and provisions. Failure to accept the University’s standard contract provisions may result in cancellation of the award. The State Contract, including the Special Provisions, is attached electronically as a separate PDF document.

24. RFP CANCELLATION:
The University reserves the right to cancel this Request for Proposal at any time, without penalty.

25. OWNERSHIP OF CONTRACT PRODUCTS/SERVICES:
Proposals, upon established opening time, become the property of the Colorado Mesa University. All products/services produced in response to the contract resulting from this RFP will be the sole property of the Colorado Mesa University unless otherwise noted in the RFP. The contents of the successful Offeror’s proposal will become contractual obligations.

26. INCURRING COSTS:
Colorado Mesa University is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract. No proprietary interest of any nature shall accrue until a contract is awarded and signed by all concerned parties.

27. MINORITY-OWNED/WOMAN-OWNED PARTICIPATION:
It is the State’s intent to achieve the goals of the Governor’s Executive Orders D0055-87 and D0005-94 regarding minority/woman-owned businesses. Offerors are reminded it is illegal to discriminate.

28. NON-DISCRIMINATION:
The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

29. REJECTION OF PROPOSALS:
The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of Colorado Mesa University.

30. PARENT COMPANY:
If an Offeror is owned or controlled by a parent company, the main office address and parent company’s tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to the RFP.

31. NEWS RELEASES:
News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.
32. CONTRACT CANCELLATION:
The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the Offeror.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. By submission of this proposal, each Offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
   a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
   b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any Competitor; and
   c. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Invitation for Bid form of this proposal certified that:
   a. He is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
   b. He is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

34. CONFLICTS OF INTEREST:
The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.

2. A public officer or a state employee shall not:
   a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties;
   b. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from his agency;
c. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency, or

d. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

3. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if his participation is necessary to the administration of a statute and if he complies with the voluntary disclosure procedures under CRS section 24-18-110.

4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures under CRS 24-18-110 and if he is not a full-time state employee. Reference CRS 24-18-108.

35. TAXES:
Colorado Mesa University, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 84-6000546) and from all state government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

36. ASSIGNMENT AND DELEGATION:
Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

37. AVAILABILITY OF FUNDS:
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to Colorado Mesa University and the State of Colorado.

38. BID BONDS/SECURITY:
If the RFP so states, a bid security in an amount equal to 5% of your proposal shall be furnished if your proposal exceeds $50,000. If the specifications so state, it may be required for projects of less than $50,000. Not required for this Bid.

39. CONTRACTOR'S PERFORMANCE BOND:
Not required for this Solicitation.
40. STANDARD INSURANCE REQUIREMENTS:

A) The Offeror shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

1) Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of Offeror’s employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Offerors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
   a) $1,000,000 each occurrence;
   b) $2,000,000 general aggregate;
   c) $2,000,000 products and completed operations aggregate; and
   d) $50,000 any one fire.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

B) Colorado Mesa University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the University.

C) The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the University.

D) The Offeror will require all insurance policies in any way related to the contract and secured and maintained by the Offeror to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E) All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.

F) The Offeror shall provide certificates showing insurance coverage required by this contract to the University within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the Offeror shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the Offeror shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G) Notwithstanding subsection A of this section, if the Offeror is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the Offeror shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the contractor shall show proof of such insurance satisfactory to the University.
41. INDEPENDENT CONTRACTOR CLAUSE:
All personal service contracts must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT
CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR
EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR
EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT
TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S
COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT
COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY
RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

42. INDEMNIFICATION:
To the extent authorized by law, the contractor shall indemnify, save and hold harmless the University, its
employees and agents, against any and all claims, damages, liability and court awards including costs,
expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees,
agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

43. VENUE:
The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and
the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through
112 and Rules adopted to implement the statutes govern this procurement.
SECTION 2: BACKGROUND, OVERVIEW AND GOALS

Institutional Background

Colorado Mesa University (CMU) is a comprehensive regional public higher education institution offering liberal arts, professional and technical programs at the master's, bachelors, associate and certificate levels. CMU serves a 14-county region in Western Colorado and operates three campuses. The Main and Bishop campuses are located in Grand Junction, Colorado, with the third campus located in Montrose, Colorado. CMU also has several fully online degree programs. The University’s student headcount for the 2016-2017 academic year was 11,044. Additional enrollment information can be found at http://www.coloradomesa.edu/about/facts.html

Current Student-Engagement Platform

CMU's Student Life Department is home to over 120 clubs and 15 organizations that rely heavily on student engagement software for tracking participation and attendance, assisting in the reservation process, event registration/tracking, voting, hiring, and communication.

Colorado Mesa University currently utilizes the OrgSync platform (Campus Labs), which is undergoing a change to “Campus Labs Engage”. CMU has utilized OrgSync since 2012, which pre-dates all the Student Life Department’s current professional staff. While OrgSync has been a good product for us, the Student Life Department is doing its due diligence to review advancements and value in student engagement platforms after seven years on the current platform to ensure the University is utilizing the best software tool for our students.

Project Objectives

The information below identifies some of the key areas that CMU requires in the student engagement platform.

Key Aspects of a Student-Engagement Platform

- Voting/Polling
- Event/Meeting Planning
- Event Attendance Tracking
- Communication with Clubs and Organizations
- Location for Important Documents
- Accurate Calendar Showing Events
- Ease of Use for Students & Professional Staff
- Customer Service

The project objectives are as follows:

1. Enhance the student experience with scheduling events/meetings.
2. Improve student retention at CMU via campus activities that are promoted on the platform.
3. Ease communications between clubs, orgs, and professional staff.
4. Build upon the progress made on the current platform.
5. Improve department event planning overall.
6. Ability to communicate with other departments via platform (i.e. University Center, Facilities)
Solution Capabilities

CMU will initiate a campus-wide, user-friendly solution to create a “one-stop shop” for campus activities where students can easily:

• Find activities on campus (Master Schedule)
• Join and initiate clubs
• Communicate with other students and/or professional staff
• Plan activities (i.e. events, club/org meetings, fundraisers, etc.)
• Vote (i.e. Student Government Elections, naming contests, etc.)
• Find and access forms (i.e. organization applications, and various other forms Student Life is currently using)
• Share club/organization progress in the form of photos, videos, etc.

The University’s Technology Environment

The following information regarding the University’s technology environment is provided to assist the Offeror with their response to the following statement of work, provide information on how the proposed software may integrate with relevant University systems, and provide accurate cost to implement the proposed solution based on University requirements.

The University utilizes Ellucian Banner for Enterprise Resource Planning, student information system and finance applications. Banner data is stored in an Oracle 12 Enterprise Edition Database.

The University uses Microsoft Active Directory and in-house Central Authentication Service (CAS) to provide single sign-on and authentication to in-house software and third party software some of which are hosted as SaaS solutions. CMU has also developed Shibboleth connectors for authentication to some software products.

The computing, networking and classroom environment information is provided so that the vendor can describe how the proposed solution can be integrated with or otherwise augment the normal daily use of enterprise information system. Configurations proposed must not degrade, obstruct or negatively impact the current or expected functionality of the communications networks, hardware, and software or classroom equipment. Vendors whose proposals include elements/limitations which would impact any component of this existing system, i.e. hardware, software, or communications network, must specifically state the consequences of that impact. CMU reserves the right to eliminate vendors from consideration based upon their failure to comply with this requirement.

SECTION 3: STATEMENT OF WORK

Offeror’s Response Format

Offeror’s response format shall be structured to respond to each item listed in this section. Responses should be prepared to bring clarity to the Offeror’s proposal and subsequent evaluation process, simply and economically, in a straight-forward and concise manner to fully describe the Offeror’s ability to meet the requirements of the RFP. Each vendor response will be evaluated in these areas:

• Vendor Qualifications
• Solution Architecture
• System Integration and Interoperability
• Solution Capabilities
• Implementation and Support
• Price Proposal
Vendor Qualifications

The Offeror must have at least three years of direct experience providing a Student-Engagement Platform Solution ("Solution"). Offeror shall provide documentation illustrating the company as an established Solution provider, with higher education experience, and adequate resources and personnel to perform the work as identified in this Statement of Work.

The Offeror must demonstrate a satisfactory record of performance and financial stability. The following must be included in the Offeror’s response:

- Provide an illustrative narrative that defines the qualifications that uniquely position the Offeror as a partner for the University including but not limited to customer base, years in business, and the number of professional staff employed
- Identify the account representative, key customer service staff, and key technical support staff that would be assigned to the University if the Offeror is selected as the Solution provider.
- Provide history and references of at least three (3) clients, highlighting any higher education customers in Colorado that currently use the proposed solution or similar service. Provide history and references of at least three (3) clients, highlighting any higher education customers in the United States that currently use the proposed solution or similar service. Provide the institution’s name, current contact name, position title, address, telephone number, email address, and a description of service provided.
- Is your company currently for sale or involved in any transaction to expand or become acquired by another business entity? If yes, explain the impact to the organizational and operational structure of your existing company.
- Provide any details of past or impending litigation or claims filed against your company that would negatively impact your company’s performance under an agreement with the University.
- Is your company currently in default of any loan or financing agreement with any bank, financial institution, or other entity? If so, specify the dates, details, circumstances, and prospects for resolution.
- Provide a list of technology partners that you plan to use as part of this Solution.
- Offeror may list any additional information in this section, not requested as part of this solicitation, which the Offeror believes should be considered in the evaluation of a response.

Solution Architecture

The Offeror must provide a detailed description of the proposed solution’s system architecture to allow the University to fully understand how the solution meets the University’s requirements as well as determine the overall cost of the solution. Because vendors define software license structures and delivery methods differently, the following questions will be used to help the University fully understand the Offeror’s software license/subscription options and system architecture for the proposed solution. In order to best understand the Offeror’s Solution delivery option(s), the following system architecture descriptions will be used throughout this section: a) “On-premise”—installed on University-owned servers and storage; b) “Hosted”—managed hosted, cloud-based or Software as a Service (SaaS) installation; or
c) “Hybrid” –some components of the system are installed on university-owned servers and storage but not all.

Providing a response for an On-premise, Hosted, or Hybrid system will not impact the Offeror’s qualification, but the University will consider the Solution’s overall cost over the entire contract period. The University is interested in the most cost effective option of licensing/subscribing and Solution delivery method for its implementation of the Offeror’s Solution that meets the University’s performance and feature requirement.

- Describe the system architecture of the proposed Solution. Include a high level diagram with narrative description. The description of the Solution’s system architecture must be consistent with the Offeror’s license fee structure and pricing proposal. Furthermore, the Offeror is responsible for identifying and communicating to the University any third-party software or hardware the University may be required to purchase outside the scope of this solicitation, include the name and supported product version.

- What percentage of Offeror’s clients utilizes the system architecture/delivery method as proposed?

- If the vendor is proposing an On-premise or Hybrid solution, where equipment would be installed in the University's data center, please provide all required server, storage, operating systems, software, and database management system requirements.

- If the solution is to be delivered as a vendor Hosted or Hybrid solution, provide information on the location and/or the service provider of Offeror’s hosting or leased facilities. Describe security measures that are in place to protect University data including whether the University application environment will have a separate database or whether the University’s data will be stored in a multi-tenant environment. Provide a detailed description of how customer data and content is segregated from other customers.

- Will any University data be stored outside of the continental United States?

- If the solution is to be delivered as a vendor Hosted or Hybrid solution, please provide information.

- If the solution is to be delivered as a vendor Hosted or Hybrid solution, describe your backup and restore capabilities and the hosting or leased facility’s disaster recovery and business continuity plan requirements. What is the frequency of data/system backups? How are data/system restores handled?

- Describe the company’s policies and processes that are in place to safeguard its customer’s data. What measures are in place to ensure University data is not shared with other companies or employees of the service provider and data remains confidential to the University only?

- To what extent does the proposed solution support mobile devices (tablets, smartphones, etc.)? If so, what mobile device hardware and operating systems are supported? What limitations, if any, are there working on a mobile device.

Colorado Mesa University is interested in learning about the benefits of integrating the Solution with existing enterprise systems currently utilized by the University, such as its authentication services described above in The University Technology Environment section. The Offeror must include all costs related to integration services—implementation and ongoing—with their pricing proposal if the option is to be considered.
• What options are available for authenticating and controlling access to the platform by authorized end-users (students, staff and faculty) of the Solution? Does the proposed solution support Central Authentication Service (CAS) for single sign-on authentication?

• Are there any other systems integrations that you would like to make the University aware of due to previous customer requests or past successes? The Offeror must include all purchase and ongoing maintenance and support costs for all integration options in their Pricing Proposal.

• If a new solution is to be implemented, how will the data be transferred? Will all current data be lost or can CMU transfer some/all of the information?

Solution Capabilities

The Offeror must demonstrate that the proposed Solution is capable of providing the features necessary to meet the University requirements for a student-engagement platform. The following questions will be used to gauge the functionality of the Offeror’s Solution and to determine if the proposed Solution has the functionality required to be adopted by the University as its institution-wide solution that meets or exceeds the participating departments’ objectives and key capabilities outlined above. This section is for the University to gain a general understanding of the system capabilities. It is the Offeror’s responsibility to include information about their solution and bring forward the features of their own product that they would like the University to consider or that they feel sets their product apart.

• Describe the Solutions capabilities to support students in the development of events, forms, etc.

• Provide information as to what level the institution may customize the platform.

• Describe the capabilities available to users to create, edit, and view form in the Solution.

• Describe and illustrate the student experience with utilizing the Solution, being sure to include information on the features of the Solution.

Is the user platform mobile friendly (responsive)? To what extent does the proposed solution support mobile devices (tablets and smartphones)? If so, what mobile device hardware and operating systems are supported?

• Describe and illustrate the features of creating an event.

• Describe and illustrate the communication features (i.e. staff-to-student, student-to-student, etc.)

• Describe how the Solution’s functionality could be utilized campus-wide. Describe any department specific features Club Sports, Intramural Sports, and Residence Life. Include other campus departments as necessary.

• Describe the Solutions ability to pull analytics, patterns or trends for analysis. Describe how this information is tracked and available for audit purposes.

• Are there any other system features or capabilities of the proposed Software that the Offeror feels would be beneficial for the University? Please use this section to include information not addressed in above responses.
The University is committed to providing accessible systems for students, and staff with physical, hearing, and vision impairments. Describe how the Offeror’s proposed solution adheres to, and works towards, meeting industry standards and guidelines for accessibility, including Section 508 of the Rehabilitation Act guidelines and the World Wide Web Consortium’s (W3C) Web Accessibility Initiative Standards (WAIS) and Web Content Accessibility Guidelines.

- Please include information regarding testing procedures, memberships, and third-party software used to meet an acceptable level of conformance with accessibility standards.
- Does the Offeror provide full end-user documentation in an accessible format for the vision impaired?

It is important to the University that it invests in a Solution that has a basic analytic tool with a full complement of features that is intuitive to use.

- Describe the reporting capabilities of system. What report writer is provided with the proposed Solution? Can reports be generated in real-time with graphics on student-level (individual student) and aggregate-level (groups of students)? Can the Solution provide reports at a single point in time, snapshot, and over time (longitudinal)?
- What standard reports are delivered with the Solution? Can the University create custom and/or ad hoc reports? Please provide a list of standard reports.
- Describe how the proposed Solution’s reporting capabilities may assist the University with program development, accreditation, retention, and process workflows.
- What data export formats does the Solution support?
- It is important for the University to have the ability to track student usage statistics on a systemic (global) and individual basis for campus student retention initiatives. For instance, usage statistics would be used to help track student effort as part of an institution-wide retention strategy. Explain how the proposed solution logs access times and duration for system use by individuals and the University as a whole. How long are audit logs stored and can they be exported nightly?
- Are there any other features or capabilities of the proposed solution related to reporting and data analytics that the Offeror feels would be beneficial for the University? Please use this section to include information not addressed in above responses.

Implementation and Support

The University is looking to select a vendor, begin implementation Summer 2020 and have the Solution functional no later than August 1, 2020 starting with the Office of Student Life followed by the remaining departments (Residence Life, Club Sports, etc.). The implementation plan should be a detailed plan including timelines, personnel necessary, equipment, etc. Excellent customer support is of paramount consideration in vendor selection not only for the implementation phase of the project but throughout the contract duration.

The following questions will be used to fully understand the Offeror’s recommended approach for a successful implementation: including timelines, training, and use of the system as well as understanding the support options for the duration of the contract.
• The Offeror must demonstrate to the University a proven track record of successful implementations of the proposed Solution with their response.

• Describe your company’s recommended approach for a successful implementation. Please include a sample implementation plan with delivery schedule/timeline of key tasks and identifying roles and responsibilities—Offeror versus University resources.

• Provide information about the implementation team that will be assigned to the University under this proposal. If not possible to identify specific individuals at this time, please provide information on the number of individuals, position titles, and key responsibilities.

• Describe first-year user maintenance. Will there be an in-person check-in on campus? Will there by a virtual check-in via video conference?

• Describe the Offeror’s recommended approach for training staff on how to use the Solution. Include details on the number of training hours provided (onsite and/or remote) with this response and what training materials will be provided to the University both in the initial stages of adoption and over the long term.

• Describe the Offeror’s response time to software issues. Is there 24-hour assistance available?

• After the implementation phase and initial training performed, how is ongoing end-user support/training handled?

• Describe the type of user documentation to be provided with the proposed solution, such as help manuals, contextual help for user screens, tutorials, and online resources that are available to assist both students and instructors. Provide information on the electronic formats that this information will be provided. Is the user documentation ADA compliant?

• If the solution is to be delivered as a vendor Hosted or Hybrid solution, the University is interested in evaluating Service Level Agreement (SLA) options. What service availability guarantees are offered? Please describe and provide a copy of SLA you are proposing.

• If the solution is to be delivered as a Hybrid or On-premise solution, what software maintenance and support options are available?

• If the solution is to be delivered as a vendor Hosted or Hybrid solution, describe how scheduled and unplanned maintenance and downtime notifications are communicated.

• If the solution is to be delivered as a vendor Hosted or Hybrid solution, please describe the process in detail of how major software release upgrades are coordinated and scheduled.

• What is the frequency for major software releases? Provide a schedule of new releases for the past 3 years.

• Indicate whether a “sandbox” environment or trial license is available during the proposal selection process and for user training.

• Describe system administration/management tools provided to monitor system performance, utilization, and account administration. What the technical/support documentation is available and in what format?
• Describe the Offeror’s approach to supporting ongoing enhancements of the proposed Solution? Are there any planned enhancements that the Offeror feels the University should know about while evaluating this proposal?

• Are there any other support options or for the proposed solution that the Offeror feels would be beneficial for the University? Please use this section to include information not addressed in above responses.

Pricing Proposal

An evaluation criterion is the overall cost of the Solution. In addition to software license costs, costs considerations will be made for hardware/software/services, systems integration, implementation services, and ongoing maintenance and support.

The successful Offeror will enter into a contract with the University which has an initial one (1) year period with the option to renew for an additional four (4) years (a University model contract is attached separately). Detailed pricing must be provided in the bid response which will allow the University to determine the total acquisition cost over a five (5) year contract.

Offeror’s response must provide detailed pricing in the format provided below; do not provide cost as a lump sum. All pricing is to be FOB Destination, Net: 30 days upon approved invoice.

Software License Fees

• Itemize what is included in the base package of the software and the pricing for this base package. Provide menu pricing for all applications and modules for determination of implementation within the available budget. All additional modules will be priced for possible future acquisition.

• Annual licensing, support or maintenance fees shall be provided in detail. Price should be expressed as a fixed annual rate. Maintenance and support costs shall remain firm as quoted for the contract term.

Hardware and/or Hosting Services

• Any hardware or hosting service costs must be broken out if not included with the associated software license pricing provided in detail.

Implementation, and Integration and Training Fees

• All personnel costs shall be identified for these services. Pricing shall be the price per day for services if provided; service days shall be the Offeror’s proposal of total days required for completion of each service. The sum of cost for each service shall be equal the total proposal days for each service. These costs are required even if you are proposing a fixed fee amount for specific task.

SECTION 4: OFFEROR’S RESPONSE FORMAT

Offeror’s response format shall be structured to respond to each item listed in Section 3: Statement of Work. Responses should be prepared to bring clarity to the Offeror’s proposal and subsequent evaluation process, simply and economically, in a straight forward and concise manner to fully describe the Offeror’s ability to meet the requirements of the RFP.
SECTION 5: EVALUATION PROCESS & CRITERIA

A. Evaluation Process

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the evaluation committee. Each response will be scored by each member of the Evaluation Committee in each of the following areas outlined in Section 4, Offeror’s Response Format and each area will be rated on a scale from 1-10 with 10 being the highest rating and 1 being the lowest rating. The specifications within the RFP represent the minimum performance necessary for response. Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal.

The University will request product demonstrations of Solutions that have been short-listed by the evaluation committee. It will be at this time that the Offeror will be given an opportunity to showcase their solution.

B. Evaluation Criteria

1. 15% - Qualifications and experience of the Offeror and the company’s ability to deliver a complete and reliable Student Engagement Platform Solution.
2. 15% - The Solution’s system architecture as proposed is complete with regard to the goals and requirements specified in the RFP, and demonstrates the ability to provide a Student Engagement Platform Solution capable of scaling with the University.
3. 25% - The platform is a complete solution that meets or exceeds all key system capabilities as outlined in the RFP.
4. 15% - The vendor demonstrates a sound and tested approach to implementing the solution, training users and has a proven track record of good customer service and ongoing support.
5. 30% - The solution’s overall cost—acquisition and ongoing support—over the entire contract period.

While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and any relative weights if established.

Basis of Award

The technical factors will be assessed based on the soundness of the Offeror’s approach and understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Assessments include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of University involvement necessary to ensure timely, successful performance. The selection is ultimately a business judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified above. The University reserves the right to reject any (or all) proposal(s) that pose in the judgment of the University, unacceptable risks of unsuccessful or untimely performance, unacceptable University resource requirements, or costs exceeding the budget constraints.

Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Offeror.
SECTION 6: REQUIRED SUBMITTALS

- Vendor Signature Form
- All items required in the body of the RFP
- Vendor's standard software license agreement
VENDOR SIGNATURE FORM
CMU-20-2665
Student Engagement Platform Solution

Proposals Due: March 27, 2020       Time: 11:00 am MDT

Mail/Delivery Proposal to:                  Contact/Attention:
Colorado Mesa University - Purchasing Office          Suzanne Ellinwood
1260 Kennedy Avenue                        (970) 248-1337
Grand Junction, CO 81501                   sellinwo@coloradomesa.edu

SEALED proposals properly marked with Bid No., Due Date and Time, subject to the conditions herein stipulated in accordance with specifications set forth herein, will be accepted in the CMU Purchasing Office, 1260 Kennedy Avenue, Grand Junction, CO 81501 prior to the due date and time set forth above. DO NOT FAX proposals. Fax and other electronic documents cannot be accepted as a sealed proposal.

All prices shall include shipping, handling and delivery, FOB Destination, Colorado Mesa University, Grand Junction, CO.

The Offeror herein noted has carefully examined all components, instructions and requirements of this Quote and proposes to furnish the services described herein. The undersigned hereby agrees to provide a Student Engagement Platform on behalf of Colorado Mesa University in accordance with the specifications, requirements, terms and conditions contained herein for the rates quoted. The undersigned certifies that all representations, certifications and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this Vendor Signature Form certifies that he/she is a duly authorized officer for the Offeror, and that the information and any materials enclosed with this proposal represent the capability of the company to provide the services described in the quote.

This Vendor Signature Form page MUST be signed for proposal to be valid.

COMPLETE THE FOLLOWING:

Federal Employer ID No. ___________________________________________ Date:_______________________________

Company Name: ________________________________________________________________________________________

Authorized Signature: ________________________________________________________________________________________

Typed/Printed Name: ________________________________________________________________________________________

Title: ________________________________________________________________________________________

Address: ________________________________________________________________________________________

City/State/Zip: ________________________________________________________________________________________

Phone No.: ______________________ Fax No.: ______________________

Contact for Clarifications:

Name: ________________________________________________________________________________________

Title: ________________________________________________________________________________________

Phone No.: ______________________ Fax No.: ______________________

Email: ________________________________________________________________________________________

Offeror Acknowledges Receipt of Addendum No. , , , , (Addendums MUST be acknowledged)

CMU-20-2665
Page 23 of 23