



**MESA STATE COLLEGE
REQUEST FOR PROPOSALS
FOR**

E-commerce Software

MSC-08-2107

RFP ISSUE DATE:	February 26, 2008
PROPOSAL DUE DATE:	March 21, 2008, 11:00 am MST
ISSUED BY:	Suzanne Ellinwood Purchasing Manager Mesa State College

**Sealed Proposals will be accepted until 11:00 AM Mountain Time, March 21, 2008.
Any Proposal received after the above indicated time will be returned unopened.
Five (5) copies plus one original of each Proposal shall be delivered to:**

**Suzanne Ellinwood
Purchasing Manager
Mesa State College
1100 North Avenue
Grand Junction, CO 81501-3122**

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NOTE: To simplify the Mesa State College's review process, the format for all Proposals must be consistent with the format in Section 4, "Offerors Response Format." In addition, the Vendor Signature Form must be completed and signed by an authorized company representative.

SECTION 1: ADMINISTRATIVE INFORMATION

ISSUING OFFICE: This Request for Proposal (RFP) is issued for the Mesa State College by the Purchasing Department. The Purchasing Department is the SOLE point of contract concerning this RFP. All communication must be done through the Purchasing Department.

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 State's BIDS system or the Mesa State College Purchasing download directory at: <http://www.mesastate.edu/opensolicitations/>. Mesa State College 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 BIDS site or the download directory for any such postings.**

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.

Definitions

1. In the following RFP the term "College" shall be understood to mean "Mesa State College."
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".

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.

SCHEDULE OF ACTIVITIES

RFP Issue Date, BIDS Advertisement	February 26 , 2008
Written Inquiries Due	March 12, 2008
Response to Written Inquiries	March 18, 2008
Proposal Submission Deadline	March 21, 2008
Oral Presentations (if necessary)	To Be Determined
Notice of Award	March 2008
Contract Issued	March 2008

INQUIRIES: Offerors may make written, e-mail or fax inquires concerning this RFP to obtain clarification of requirements. No inquires will be accepted after the date and time indicated in the Schedule of Activities. Send all inquires to:

Suzanne Ellinwood
Purchasing Manager
Mesa State College
1100 North Avenue
Grand Junction, CO 81501-3122
RFP No.MSC-08-2107

Response to any Offeror's inquiries will be published as a modification on BIDS 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.

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

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 Mesa State College 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
Mesa State College
1100 North 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
MSC-08-2107
PROPOSAL DUE: March 21, 2008

The Vendor Signature Form **MUST** be signed in ink by the Offeror or an officer of the Offeror who is 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 College desires and encourages that proposals prepared in response to his RFP be submitted on recycled paper, and that the original proposal and **five (5)** copies Reference Section 4, Offerors Response Format, Paragraph 1.

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 is posted on the BIDS system.

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 State of Colorado BIDS website, www.gssa.state.co.us. Bidders shall not rely on any other interpretations, changes or corrections.

ORAL PRESENTATIONS/SITE VISITS: Offerors who are deemed most qualified, after initial evaluation, may be asked to make oral presentations and/or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the Offeror's expense.

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 College'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.

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 College Purchasing Director. 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.

CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted, by the Offeror with the proposal. 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/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

The College Purchasing Department will make a written determination as to the apparent validity of any request for confidentiality. The written decision of the Purchasing Department will be sent to the Offeror as required. [Reference CRS 24-72-201 et. seq., Public (open) Records.]

RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of Mesa State College. 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.

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.

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

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 College. 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.

AWARD OF CONTRACT: The award will be made to the responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to Mesa State College, 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.

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 College 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

STANDARD CONTRACT: The successful bidder will enter into a contract with the College. 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 College'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

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

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

INCURRING COSTS: Mesa State College 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.

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.

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.

REJECTION OF PROPOSALS: The College 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 the Mesa State College.

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.

NEWS RELEASES: News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the College.

CONTRACT CANCELLATION: The College reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.

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.

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.

TAXES: Mesa State College, 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.

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.

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 Mesa State College and the State of Colorado.

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.

CONTRACTOR'S PERFORMANCE BOND: Not required for this Bid.
STANDARD INSURANCE REQUIREMENTS:

- A. The contractor 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 contractor'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

contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

- 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. The State of Colorado 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 State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.
- D. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, 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 State.
- F. The contractor shall provide certificates showing insurance coverage required by this contract to the State 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 contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.
- G. Notwithstanding subsection A of this section, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor 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 State, the contractor shall show proof of such insurance satisfactory to the State.

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."

INDEMNIFICATION: To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, 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.

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

Mesa State College is seeking an E-commerce solution to integrate with the campus database as an institutional solution for on-line payments to the College. Mesa State currently uses an on-line payment plan software package with limited capabilities primarily for use in the Business Department. The goal of this E-commerce acquisition is to employ a robust software package that will address all the stakeholder departments in need of on-line payment processing. There are 15 departments that have been identified with an immediate need for on-line payment processing. Some departments will require additional interfacing capability for third party software currently in place. The primary objective of this request for proposal is to provide the campus customers a seamless, single, secure payment method that also benefits the campus staff with less redundancy in handling payments multiple times.

The narrative of this RFP uses both terms; “interface” and “integrate”; for the purpose of clarification these terms shall be defined as follows:

- Integration as used in this RFP is defined as “to join with something and make part of a larger unit, real time sharing data in files and tables between programs”.
- Interface is defined as “sharing data by means of an interaction or manipulation at a point of interaction between the two software systems”.

SECTION 3: STATEMENT OF WORK

Mesa State’s intent for implementation of an e-commerce package has many requirements for the software solution to meet, primarily the integration of the software package with the SunGard SCT Banner database the campus utilizes. Those e-commerce packages that only interface with this database do not offer the functionality required for the campus. The following chart – Exhibit A - incorporates all of the desired capabilities for the campus, recognizing that not all of these may be attainable in an E-commerce software package. The Offeror has previously designed and implemented their E-commerce solution and Mesa State relies on the expertise of the Offeror in the approach to designing and incorporating those capabilities their solution offers. The Offeror’s bid response shall detail their methodology and application of their solution to the existing Mesa State campus database and third party software packages. Appendix B provides a brief overview of the identified stakeholders and needs unique to their departments.

Mesa State has within the last year implemented SunGard’s Luminis portal for a single sign on capability to the campus website and enterprise applications. It is Mesa’s intent to mirror the ease of functionality of this portal with a seamless payment option for the campus customer. The process of shopping, to the cart, and subsequent authorization and payment should be transparent to the customer , i.e. the solution proposed must support single sign-on from Mesa State’s portal and use HTTP/HTML form authentication standards. The Offeror must provide technical details about how authentication to their application occurs and how their application communicates with Banner and other third party applications.

Off-site website, or ASP (application service provider), hosting inclusive of hardware and software maintenance by the Offeror is a key evaluation criteria. The successful e-commerce solution shall require minimal Mesa State College IT department support; troubleshooting, upgrades and expansions should be handed solely by the Offeror. Include in the proposal response any hardware and/or software required to reside on the College’s network.

The proposed solution must be compatible with Mesa State’s network and web server environment. The College operates a Novell network with servers in a clustered configuration. The Novell system consists of four HP ProLiant DL360 servers running Netware 6.5 clustering. The cluster supports the following services: Novell GroupWise 6.5 for staff and faculty e-mail services, Novell Internet Mail Services (NIMS) e-mail for students, Netware Distributed Printing Services (NDPS), web servers and services, and file storage. Novell Directory Services (NDS)-also called eDirectory-is the foundational directory system used on the network. The College uses an open-source web server, Apache version 1.3, running in the Novell Netware server cluster. Various servlets and web processes also run on the cluster, including Campus Directory, GroupWise Web Access, and My Home.

Mesa State's Banner platform includes an application server running on a Sunfire V240 with Solaris 10, and Oracle 10g. operates on HP-UX 11.11. The following versions of Banner are in use: General - 7.5, Financial Aid - 7.10, Finance - 7.3, Accounts Receivable - 7.3, Human Resources - 7.2.5, and Student – 7.3.3. Luminis, Version 4.0, also runs on a Sunfire V240 with an Oracle 10g database.

The Offeror must state the support and reporting tools that will be provided in the event the College's credit card program is audited; the College's credit card processor is Bank of America per State of Colorado's price agreement. The Offeror must describe how its systems comply with the Payment Card Industry security standards and all applicable federal and state laws and regulations.

SECTION 4: OFFEROR'S RESPONSE FORMAT

- 1) Offeror's response format shall illustrate the proposed E-commerce solution cycle; from implementation to on-line payment. All processes must be outlined in detail, in particular the method of integration with the SCT/SunGard Banner database. Demonstration of this capability must provide sufficient detail for evaluation of this feature by Mesa State's IT department to determine if the proposed solution is actually an integrated Banner solution. Additionally, detail must be provided to describe the interface method employed to satisfactorily pair with Mesa State's third party software needs as outlined in Exhibit B. Offerors must return the completed Payment Gateway Requirements Matrix (Exhibit A) providing response to the availability of each feature within the E-commerce solution being offered. Offeror must indicate if the feature is provided in the base package or is required as an add-on or if the feature is not available. Narrative should be provided in the bid response that highlights these desired features and how they are delivered. Offeror's bid response must also include any and all features available within their product suite. Offeror's response shall define how E-commerce will affect each of the current business processes, highlighting performance enhancements or possible deficiencies. Describe how the proposed solution can be consistent with the College's existing branding.
- 2) It is Mesa State's intent to implement E-commerce campus wide in July 2008. Offeror's response shall provide a detailed timeline of acquisition to implementation including those tasks for Mesa State's completion and a timeline for training. Provide a realistic schedule for full implementation. Describe the training program; define whether training will occur on-site or off-campus.
- 3) Offeror shall provide documentation showing their company as an established and recognized provider of an E-commerce solution with adequate financial resources, capacity and personnel to perform the work that has a satisfactory record of performance and is dedicated to long-term development and continuation of E-commerce development. The following must be included:
- 4) List at least three (3) clients currently using the same E-commerce solution proposed in your response; include at least two (2) references, preferably within Colorado, that have fully integrated the proposed solution with SunGard SCT Banner. Include the number of institutions of higher education currently using the same E-commerce software solution proposed for this RFP. Offeror must include the contact name, address, telephone number, and summary of products, functions and services delivered in use for each reference. Ensure that all information provided is current contact information.
- 5) It is a mandatory requirement that the successful Offeror be a Collaborative SCT Banner partner; describe your company's current relationship with SunGard SCT Banner.
- 6) Provide detailed diagrams and documentation showing how credit card data flows through the proposed e-commerce solution. Highlight how tracking the flow of credit card data in the proposed system maintains and documents compliance with PCI standards. Include in the documentation the College's presence in the flow of the transaction data.
- 7) Provide a company overview that pertains to E-commerce software including but not limited to: total customer base, years in business, and the number of professional staff employed to support the

proposed solution. Identify the team who will be the dedicated representatives for implementation and training for the E-commerce solution.

COST

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 invoicing.

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-price subject to annual review or adjustment.

Hardware

- Any hardware requirements must have all associated pricing provided in detail.

Installation and Training Fees

- All personnel costs shall be identified for these services. Pricing shall be the price per day for services to be 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 a specific task.

SECTION 5: EVALUATION PROCESS & CRITERIA

- E-commerce solution fully integrates as defined in Section 2: Background, Overview and Goals, with SunGard SCT Banner – this is a **mandatory** requirement; those proposals that do not provide detailed information demonstrating full integration with Banner will be eliminated
- Proposal clearly demonstrates the ability to provide a complete E-commerce software solution
- Qualifications and experience of the company
- Price
- Implementation and Scheduling
- Customer service and support
- References

An evaluation committee will judge the merits of each proposal received in accordance with the evaluation factors listed above. The recommendation of this committee will be forwarded to College officials for approval. The sole objective of the evaluation committee will be to recommend the Offeror whose proposal is most responsive to Mesa State College's needs while within the available resources. The specifications within the RFP represent the minimum performance necessary for response.

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 College 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 College reserves the right to reject any (or all) proposal that pose in the judgment of the College, unacceptable risks of unsuccessful or untimely performance, unacceptable College 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.

Offeror should not assume that they will have an opportunity for oral presentations or revisions of proposals; they should submit their most favorable proposal as the initial proposal. If award is not made on receipt of initial proposals, Offerors in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award) may be provided an opportunity to make an oral presentation. The competitive range determination will be based on the written proposals; Offerors are cautioned to ensure that their proposals adequately convey the soundness of their approach and understanding of the requirements.

VENDOR SIGNATURE FORM
MSC-08-2107
E-Commerce Solution

Proposals Due: March 21, 2008 Time: 11:00 am MST

Mail/Delivery Proposal to:
Mesa State College - Purchasing Office
1100 North Avenue
Grand Junction, CO 81501

Contact/Attention:
Suzanne Ellinwood
(970) 248-1337
sellinwo@mesastate.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 MSC Purchasing Office, 1100 North 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, Mesa State College, Grand Junction, CO.

The contractor 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 an E-commerce solution on behalf of Mesa State College 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. _____, _____, _____, _____ (To be completed by Offeror as necessary)

Exhibit A
Payment Gateway Requirements Matrix

Feature	Provided in Base Package	Provided as an Optional Feature	Comments
Student Receivables			
Ability for students to view account history online			
Ability for students to make one-time or recurring/monthly payments via credit card			
Ability for students to make one-time or recurring/monthly payment via ACH			
Ability for students to authorize others to view account and make payments			
Ability to generate electronic billings			
On-line enrollment into tuition and fee payment plans			
Automatic notification to customer via email of any payments received			
Automatic refunds of overpayments via original payment method (credit card or EFT)			
Automatic notification to customers via email of any refunds made.			
Automatic posting to Banner subsidiary and G/L of all payments and refunds processed			
Availability of optional service fee charges for credit card payments			
Miscellaneous Receivables			
Ability for customer to view account history online.			
Ability for customer to make one-time or recurring (weekly or monthly) payment via credit card			
Ability for customer to make one-time or recurring (weekly or monthly) payment via EFT			
Automatic notification to customer via email of any payments received			
Automatic refunds of overpayments via original payment method (credit card or EFT)			
Automatic posting to Banner subsidiary and G/L of all payments and refunds processed			

Exhibit A
Payment Gateway Requirements Matrix

Feature	Provided in Base Package	Provided as an Optional Feature	Comments
Advancement/Donations			
Ability of Foundation personnel to create, manage, and maintain all transaction types on behalf of the donor.			
Ability of payment gateway application to accept electronic transfers of information (donor id, name and address, gift designation, amount) from existing applications (i.e. WebPledge Entry)			
Ability to create a recurring credit card gift, with a specific beginning and ending date, that is tied to a specific pledge			
Ability to create a recurring EFT gift, with a specific beginning and ending date, that is tied to a specific pledge			
Ability to create a recurring until further notice credit card gift, with a specific beginning but no ending date, and not tied to a specific pledge			
Ability to create a recurring until further notice EFT gift, with a specific beginning but no ending date, and not tied to a specific pledge			
Automatic notification via email to donor of all gifts processed			
Ability of CSR to proactively manage expiring credit cards (e.g. produce monthly report to send letters)			
Ability of donor (if authenticated) to view pledge history and create recurring payments			
Automatic posting to Banner subsidiary and G/L of all recurring payments and refunds processed			
Ability for unauthenticated donor to make a single credit card or EFT gift; data to be held in a file and manually massaged			

Exhibit A
Payment Gateway Requirements Matrix

Feature	Provided in Base Package	Provided as an Optional Feature	Comments
Event Registration/Merchandise Sales			
Ability for site visitor to add and remove items from a shopping cart			
Ability to display merchandise items by category			
Ability to upload images			
Automatic calculation of sales tax on taxable items			
Ability to manage shipping costs			
Ability to pass information for credit card processing			
Ability to process refunds			
Ability to pass applicable information (e.g. employee charges, event registrations) to Banner			

Exhibit B

Stakeholder Department	Desired E-commerce Application	Software
Theatre Department	Real time on-line ticket sales for performances	- Banner
Athletics	Real time on-line ticket sales for athletic events On-line registrations for athletic clinics On-line registration for summer camps	- Banner
Admissions	On-line application and payments On-line payments for Student orientation, FYI & Visit Programs	- Banner
Housing & Residence Life	On-line application and housing deposits. On-line purchase of meal plans	- Banner - Adirondack Housing Director
MAVcard Office	On-line purchase of commuter meal plans, MAV money and deposits for flex accounts	- Banner - NuVision Networks
Parking	On-line purchase of parking permits	- Banner - Clancy Systems
Bookstore	On-line purchase of textbooks and merchandise	- Booklog POS System
Business Office	On-line payment of tuition, fees, other institutional receivables integrated into student system	- Banner
Library	On-line payment of lost book fees, late fines	- Banner
Outdoor Program	On-line payment for trips, prepayment for equipment rentals	- Banner
Recreation Center	On-line payment for fees, memberships	- Banner
Advising/Career Services	On-line payment for employers attending MSC career fairs	- Banner
Testing Center	On-line payments for testing services	- Banner
Western Colorado Community College	On-line payment capabilities commensurate with main campus	- Banner
Montrose Campus	On-line payment capabilities commensurate with main campus	- Banner
Foundation/Development	On-line gift acceptance and management and donor recognition	- Financial Edge