

COLORADO STATE UNIVERSITY-PUEBLO

REQUEST FOR PROPOSAL

TO PROCURE

BANKING SERVICES

for

Financial Services

CSU-PUEBLO RFP10-00002

April 26, 2010

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SECTION 1

BACKGROUND, OVERVIEW AND GOALS

Colorado State University - Pueblo is seeking proposals from qualified financial institutions to provide University banking services for the campus, more fully described herein. This RFP is designed with the presumption that comprehensive services are best met with an award to one bidding banking institution, however, we retain the right to award to two or more financial institutions with the capability and commitment to provide a portion or a full range of the required banking services.

We have included certain specific ideas for your consideration in this RFP and welcome other suggestions in your response. We expect the awarded to work with the University to ensure a smooth, cost-effective transition, including minimal need for contract negotiation and to continue to work with the University in a consultative manner to develop and implement new process efficiencies, either through new technologies, new product or service lines, or simply through restructuring existing processes, throughout the term of the contract(s).

Contract Period

The initial term of the contract resulting from this RFP will be for five (5) years with an anticipated start date beginning July 1, 2010. Additional one (1) year contract extensions, up to a maximum of five (5) years, or another five (5) year term may be awarded subject to agreement by both University and successful Offeror for a total number of years including all renewal periods not to exceed ten (10) years.

About Colorado State University-Pueblo

Colorado State University–Pueblo is a comprehensive state university with an enrollment of more than 5,000 students, including 106 international students. Fully accredited and part of the Colorado State University System, CSU–Pueblo provides relevant professional coursework, superior instruction with a small professor-to-student ratio, and state-of-the-art technology for an ever-changing global economy. Invaluable hands-on experiences prepare CSU–Pueblo graduates for the demands of the modern world.

CSU–Pueblo’s campus of more than 240 acres crowns the north end of Pueblo, a historically and culturally rich city of more than 100,000 located in the colorful Pikes Peak region of Southern Colorado. Pueblo is situated on the Front Range, within convenient driving distance of both Denver and Colorado Springs.

Students can choose from 26 undergraduate programs and 6 graduate programs in the College of Science and Mathematics, the Hasan School of Business, the College of Humanities and Social Sciences, and the College of Education, Engineering and Professional Studies.

Since a college education extends beyond the classroom, CSU–Pueblo offers social, cultural, recreational, and personal development opportunities through involvement in more than 60 clubs and organizations. The Outdoor Pursuits Program introduces students to all that Colorado has to offer in outdoor activities. Rock-climbing, biking, rafting, hiking, and, of course, skiing are a few of the opportunities offered.

CSU–Pueblo is proud of its athletic history and continues a tradition of excellence competing at the NCAA Division II level as a member of the Rocky Mountain Athletic Conference. In addition to offering 15 varsity intercollegiate sports, CSU-Pueblo also has several very active intramural and club sports teams which allow students to get involved in campus life, meet new people, and stay in great shape.

SECTION II

ADMINISTRATION INFORMATION

A. ISSUING OFFICE: This Request for Proposal is issued by the Colorado State University-Pueblo Purchasing Department.

B. PURPOSE: This Request for Proposal provides prospective Offerors with sufficient information to enable them to prepare and submit proposals.

1. Definitions:

In the following Request for Proposal (RFP) the term “University” shall be understood to mean “Colorado State University-Pueblo.”

The term “Bidder,” 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 “Offeror”, “Vendor”, or “Contractor”.

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, instructions, and specifications stated herein with exceptions clearly stated, and may be used interchangeably with the terms “Proposal” and “Bid”.

C. SCOPE: This Request for Proposal contains the instructions governing the proposals 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.

D. SCHEDULE OF ACTIVITIES

- | | | |
|----|--|------------------------|
| 1. | RFP posted: | April 26, 2010 |
| 2. | Pre-bid Conference (Non-Mandatory) | May 6, 2010, 2:00 PM |
| 3. | Prospective Bidders written inquiry deadline: | May 12, 2010, 2:00 PM |
| | (No questions accepted after this date & time) | |
| 4. | Proposal submission deadline: | May 26, 2010, 10:00 AM |
| 5. | Interviews for those in competitive range | June 8, 2010 |
| | (estimate): | |
| 6. | Completion of Evaluation (estimate): | June 11, 2010 |
| 7. | Award Notification (estimate): | June 15, 2010 |
| 8. | Award Date (estimate): | July 1, 2010 |

- E. INVITATION TO BID/RESPOND AND RESPONSIBILITIES OF OFFERORS: All interested individuals/firms are invited to submit a proposal in accordance with the policies, procedures, and dates as set forth herein.

Please note that any reference to a particular brand name, model, or manufacturer within the specifications of this proposal is intended “For Reference Purposes Only” to describe and delineate the level of quality and/or function desired.

- F. INQUIRIES: Prospective Offerors may make **written** inquiries by e-mail concerning this Request for Proposal to obtain clarification of requirements. You may send multiple sets of questions and it is encouraged to send your questions as soon as you have them. Answers to any inquiries will be posted as a modification to the Request for Proposal on the BIDS system after May 12, 2010. No inquiries will be accepted after May 12, 2010, 2:00 PM MST. Inquiries should be directed to the following using the e-mail address:

ATTN: Geraldine Trujillo-Martinez
Colorado State University-Pueblo
2200 N. Bonforte Boulevard
Administration Building, Room #309
Pueblo, Colorado 81001
Email: g.trujillomartinez@colostate-pueblo.edu
Fax: 719-549-2056

The Purchasing Agent listed herein is to be the **SOLE point of contact** concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

- G. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event it becomes necessary to revise any part of this Request for Proposal, an Addendum to this RFP will be provided to each Offerors who received the original RFP by the Purchasing Department, Colorado State University-Pueblo. All Addendums will be posted on the State of Colorado BIDS site, www.gssa.state.co.us. Offerors shall not rely on any other interpretations, changes, or corrections.
- H. PROPOSAL SUBMISSION: Seven of copies (total), including the original, of written proposals and seven sets of technical information must be sealed in a package with “RFP CSU-PUEBLO RFP10-0002, May 26, 2010, 10:00 AM” in the lower right hand corner. Each copy of the proposal shall include the Offerors complete price response.

The proposal package must be received on or before May 26, 2010 @ 10:00 AM. It is the responsibility of the Offeror to ensure that the proposal package arrives in the

office of the Purchasing Department prior to Bid Opening Time. The proposal package should be delivered or sent by mail to:

COLORADO STATE UNIVERSITY-PUEBLO
PURCHASING DEPARTMENT
2200 N. BONFORTE BOULEVARD
PUEBLO, COLORADO 81001

Mark outside of package "CSU-PUEBLO RFP10-00002, Banking Services, May 26, 2010".

UNDER NO CIRCUMSTANCES CAN A TELEPHONE OR FAX BID BE ACCEPTED. FAILURE OF A COURIER, OVERNIGHT EXPRESS OR SIMILAR SERVICE OF THE BIDDER TO DELIVER THE BID PACKAGE ON TIME SHALL NOT BE GROUNDS TO CONSIDER A LATE BID.

The University reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the University to do so.

CONFIDENTIALITY: Any restrictions on the disclosure or use of Confidential Information contained within a bid or proposal must be clearly stated in the bid or proposal itself. The Colorado Open Records Act, C.R.S. sec 24-702-201 et seq., applies to all documents submitted in response to this solicitation. The Open Records Act specifically states that the following are considered confidential: "Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data." However, the Bidder or Offeror must designate documents as Confidential Information that fall into these categories by clearly and conspicuously marking the documents. Confidential Information shall not include any subsequent contractual terms or pricing that result from the Bidder or Offeror's submission.

If confidential information is submitted, it must be placed in a separate, clearly marked envelope with the sealed bid package, with the Proposal Number and the following information clearly and conspicuously marked: **"Confidential Information RFP CSU-PUEBLO RFP10-00002, Banking Services."** Failure to comply with this requirement shall render all materials received from Offeror as non-confidential.

- I. **NEWS RELEASES:** News releases pertaining to this procurement or any part of the subject shall not be made without prior written approval of the Colorado State University-Pueblo Purchasing Department.
- J. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP becomes the property of the University and will only be returned to the Offeror at the University's option.

- K. INCURRING COSTS: Notwithstanding any other statement, representation, or information acquired by a Offeror the University shall not be liable for any cost incurred by Offeror prior to issuance of an agreement, contract, or purchase order for such cost.
- L. 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 ensures. Failure of the successful Offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such Offer or 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 or make such other disposition or award as the University deems most advantageous.
- M. ACCEPTANCE TIME: The University intends to make a bid selection for contract negotiation within the period indicated in the Schedule of Activities if possible, subject to amendment.
- N. ADDITIONAL DATA: The Offeror should submit any additional information or data not requested in this RFP which the Offeror believes should be considered in the evaluation of a response.
- O. EVALUATION AND AWARD: All proposals submitted in response to this RFP will be evaluated by a committee of University Personnel. Contracts/Purchase Order(s) will be awarded to the Offeror whose final proposal, conforming to this RFP, will be the most advantageous to the University, price and other factors considered. Due to the evaluation procedure for the Request for Proposal, lowest dollar price MAY or MAY NOT indicate the successful awardee. Price constitutes only one of several evaluation criteria. Title 24, C.R.S. 1973, as amended, Article 101 through 112, and Rules adopted to implement the Statutes govern this procurement.

The Evaluation Committee will judge the merit of proposals received in accordance with the criteria described below:

1. Proposal Presentation
2. Proposed Services to Meet Requirements
3. References (Denotes Experience)
4. Costs of Services

It is planned that the proposals will be initially reviewed and ranked by a committee and those in the competitive range will be invited to interviews and the final decision will rest with an executive review.

Failure of the Offeror to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the bidding individual or firm.

- P. **STANDARD CONTRACT:** The successful Offeror will enter into a contract with the University. The contract shall contain the Colorado Special Provisions, a copy which is attached to this RFP as Appendix B. The Special Provisions are required by law to be contained in every State Contract without modification or exception. Other than the Special Provisions, contract terms (other than evaluation factors) may be varied, or additional terms accepted, through post-award negotiation. NOTE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS RFP OR ANY CONTRACT DOCUMENT ARISING FROM THIS RFP, THE UNIVERSITY IS PROHIBITED BY COLORADO LAW FROM AGREEING TO “INDEMNIFY,” “DEFEND,” OR “HOLD THE CONTRACTOR HARMLESS” WITH RESPECT TO THIRD-PARTY CLAIMS THAT MAY BE BROUGHT AGAINST THE CONTRACTOR. NO EXCEPTIONS TO THIS PROHIBITION ARE POSSIBLE. The University is a governmental entity within the scope of the Colorado Governmental Immunity Act, CRS secs.24-10-101, et seq., as now and hereafter amended, and nothing in this RFP or any contract arising from this RFP shall be applied or construed as a waiver of governmental immunities. The University may be held liable for breach of contract in the same manner as any private party pursuant to Colorado law.
- Q. **EXCEPTIONS:** Any and all exceptions to the provisions contained in this RFP must be clearly and specifically stated in a separate document, entitled “Exceptions to the RFP Terms and Conditions,” included with the Offeror’s Proposal. Failure to specifically state an exception shall be conclusively deemed a waiver of any such objection. Failure or refusal to execute the contract documents as accepted, within the required time period stated in this RFP, shall be cause for immediate cancellation of the award.
- R. **SPECIFICATION REQUIREMENT:** All proposals must meet or exceed the specifications provided herein. Evaluation of the extent to which proposals meet specifications will be performed SOLELY and determined SOLELY by the Colorado State University-Pueblo Financial Services and Colorado State University-Pueblo Department of Purchasing.
- S. **PAYMENT TERMS:** Complete payment by Colorado State University-Pueblo will be made ONLY after acceptance by performance (all specifications met and services accepted by Financial Services as satisfactory in all requirements). Alternate payment proposals will be reviewed and evaluated by Financial Services and Colorado State University-Pueblo Department of Purchasing.

- T. **PROPOSAL OPENING:** Due to the complexity of this Request for Proposal, information provided at the Proposal Opening shall be restricted to the **NAME AND NUMBER OF RESPONDERS**. Inspection of the Offeror's proposals will not be allowed until after the award notification letters are mailed.
- U. **TERM:** The initial term of the contract resulting from this RFP will be for five (5) years with an anticipated start date beginning July 1, 2010. Additional one (1) year contract extensions, up to a maximum of five (5) years, or another five (5) year term may be awarded subject to agreement by both University and successful Offeror for a total number of years including all renewal periods not to exceed ten (10) years.
- V. **RESIDENT BIDDERS:** Any bidder who wishes to be considered a "resident bidder" for the purposes of the tie bid procedure provided in C.R.S., Section 24-103-202.5 shall include with their bid proof that he/she meets the definition of resident bidder as set forth in either C.R.S. 24-103-101(6)(a) or C.R.S., Section 24-103-101 (6)(b).
- W. **ORAL PRESENTATIONS/SITE VISITS:** Offerors may be asked to make oral presentations 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.

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 and Final Offers.

- X. **SELECTION OF PROPOSAL:** Upon review and approval of the evaluation committee's recommendation for award, the Purchasing Department will approve the recommendation and an Award by letter will be issued to the successful Offeror and will publish the same on BIDS.
- Y. **AWARD OF CONTRACT:** The award will be made to the responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to the State of Colorado and Colorado State University-Pueblo, after consideration and evaluation of the criteria presented in this RFP. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract within a reasonable time, as determined by the University, the University may elect to cancel the Award and may make an award to the next highest ranking Offeror, cancel the solicitation, or make such other disposition or award as the University deems most advantageous.
- Z. **RFP CANCELLATION:** Colorado State University-Pueblo reserves the right to cancel this Request For Proposal at any time, without penalty.

- AA. **INSURANCE:** The Contractor shall obtain, and maintain at all times during the performance of any contract or purchase order, insurance as specified in the Request for Proposal. If insurance requirements are not specified in the RFP, the Contractor represents that at the time of acceptance of any contract or purchase order, the Contractor maintains comprehensive general liability insurance in an amount not less than \$1,000,000, combined single limit; worker's compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by Contractor in the performance of the specified work. Upon request, Contractor shall provide proof of such coverages. Self-insurance programs do not meet the state's or the University's insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified in the solicitation, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

SECTION III

STATEMENT OF WORK

GENERAL INFORMATION

A. INTRODUCTION: Services requested in this RFP encompass three areas, including University banking services, University credit card processing services, and student banking/identification card services.

1. University requests proposals from financial institutions regarding four accounts, which include Depository Account, Imprest Account, Payroll Account and President's Discretionary Account. Required banking services consist of, but are not limited to:
 - Depository services
 - Armored car courier
 - Automated Clearing House
 - Wire transfer services
 - Payroll direct deposit
 - Direct deposit capability for accounts payable checks to students and employees
 - Account Reconciliation
 - Positive Pay
 - Online Treasury Management Services
 - Information Reporting
 - Marketing assistance to promote student use of direct deposit option
 - Provide currency and coin for change funds
 - Two part deposit slips for all accounts, free of charge
 - Coin wrappers, night deposit bags and deposit security bags, free of charge
 - Miscellaneous Services
2. University requests proposals from financial institutions regarding credit card processing services, which consist of, but are not limited to:
 - Process credit card payments
 - Process debit card payments
 - Process online ACH or credit card payments
 - Provide monthly analysis statements
3. University requests proposals from financial institutions regarding a student-sponsored banking relationship directly associated with the Campus ID Card program (the official University ID card).

Student banking/identification card services consist of, but are not limited to:

Personal banking/financial accounts offered to students (customer opt-in)

Provide benefit to students with ability to use ID card for purchases at area merchants (customer opt-in)

Linking of personal banking/financial accounts to the ID card (customer opt-in)

Complement existing University prepaid declining balance programs

Provide continual marketing assistance to promote ID card and student programs

Educational programming covering basic financial knowledge for students

Support for University ID-card-related programs

Maintain multiple on-campus ATM sites, including Occhiato University Center and Culebra Hall

Financial and staff assistance with recarding existing cardholders and annually, as needed

Provide cardstock

Produce value to the University to support ID card on-campus program expansion and identity assurance programs

4. The University may award their accounts to one or more financial institutions. Proposals may be made for one or all of the accounts of the University. Alternate proposals may be made by the same financial institution for different combinations of accounts.
5. The financial institution chosen will be awarded a contract for five (5) years subject to the approval of the State Treasurer and State Controller. Additional one (1) year contract extensions, up to a maximum of five (5) years, or another five (5) year term may be awarded subject to agreement by both University and successful Offeror for a total number of years including all renewal periods not to exceed ten (10) years. The University reserves the right to cancel the contract at any time if conditions, laws, or regulations change. Either party may cancel this contract without penalty, with or without cause, with 120 days written notice to the other party.
6. It is required that the financial institution have a full service physical location in Pueblo.
7. It is anticipated that the account(s) will be awarded to the successful offeror to take effect on July 1, 2010.

B. DESCRIPTION OF ACCOUNTS

1. Operating Accounts (Depository and Imprest Accounts): Two operating accounts, one to record deposits only and one for checks disbursed, will be used to separately record the issuing of checks for non-payroll operating expenses of the University and the receipt of most revenue. Deposits are made to the Depository Account, and at least weekly, all revenues are transferred to the Treasury of the State of Colorado. The revenues transferred are based upon amounts deposited, not collected balances. Checks are issued from the Imprest account, with the State Treasury reimbursing on an anticipated need basis. The University calculates the anticipated need. The financial institution maintaining these accounts must also provide currency and coin for change funds.
2. Payroll Account: This account maintains balances sufficient to cover all net payroll, deduction, fringe benefit, and payroll tax amounts. The State Treasurer, upon request by the University, will deposit the amount of the payroll to the account on or near the employee pay date. It is expected that most amounts will clear the financial institution in a timely manner.

The total payroll for the University's fiscal year ending June 30, 2009 was \$32,549,000. The University issues approximately 550 payroll checks monthly and makes approximately 1,100 payroll direct deposits monthly.

3. President's Discretionary Account: This account is used exclusively by University President and has minimal activity. Required service includes free check stock for this account.

C. ACCOUNT SPECIFICATIONS (based upon July 2009-February 2010 data):

Depository Account

	Monthly Average	Total
Collected Balance	\$919,901	
Checks Written:		0
Items Deposited		

	11,236
Total Credit Card Transactions	25,629
Credit card \$ Volume	\$6,030,172
ACH Transfers:	
ACH Process Run	135
ACH Orig Transit Item	7,800
ACH Orig On-US Item	1,273
ACH Rec'v Item	527
ACH Rec'v Addenda Item	105
ACH Block Mthly Maint-Pre Acct	1
ACH Filter Mthly Maint	9
ACH Return-Per Item	25
ACH Notification of change	25
ACH Return/NOC Faxed	50
ACH Item Adjustment Req	7
Act Item Reported	442
Total ACH Transfers:	10,399

Imprest Account

	Monthly Average	Total
Collected Balance	\$2,393,489	
Checks Written:		10839

Items Deposited	0
Total Credit Card Transactions	0
Credit card \$ Volume	0
ACH Transfers:	
ACH Process Run	0
ACH Orig Transit Item	0
ACH Orig On-US Item	0
ACH Rec'v Item	46
ACH Rec'v Addenda Item	0
ACH Block Mthly Maint-Pre	
Acct	8
ACH Filter Mthly Maint	0
ACH Return-Per Item	0
ACH Notification of change	0
ACH Return/NOC Faxed	0
ACH Item Adjustment Req	0
Act Item Reported	0
Total ACH Transfers:	54

Payroll Account

	Monthly Average	Total
Collected Balance	\$266,536	
Checks Written:		3562
Items Deposited		0
Total Credit Card Transactions		0
Credit card \$ Volume		0
ACH Transfers:		
ACH Process Run		0
ACH Orig Transit Item		0
ACH Orig On-US Item		0
ACH Rec'v Item		81
ACH Rec'v Addenda Item		0
ACH Block Mthly Maint-Pre		
Acct		0
ACH Filter Mthly Maint		0
ACH Return-Per Item		0
ACH Notification of change		0
ACH Return/NOC Faxed		0

ACH Item Adjustment Req	0
Act Item Reported	0
Total ACH Transfers:	81

Presidents Account

	Monthly Average	Total
Collected Balance	\$5,145	
Checks Written:		7
Items Deposited		0
Total Credit Card Transactions		0
Credit card \$ Volume		0
ACH Transfers:		
ACH Process Run		0
ACH Orig Transit Item		0
ACH Orig On-US Item		0
ACH Rec'v Item		0
ACH Rec'v Addenda Item		0
ACH Block Mthly Maint-Pre		
Acct		0
ACH Filter Mthly Maint		0
ACH Return-Per Item		0
ACH Notification of change		0
ACH Return/NOC Faxed		0
ACH Item Adjustment Req		0
Act Item Reported		0

Several other transactions are processed through accounts including, but not limited to, ACH transfers, wire transfers, foreign deposits, stop payments, etc.

D. REQUIRED ACCOUNT ATTRIBUTES:

1. By state directive, all accounts must be interest bearing.
2. By state law, all accounts must be fully covered by federal deposit insurance and fully collateralized for any amounts on deposit in excess of federal insurance (Colorado Public Deposit Protection Act).

3. The financial institution must be designated as an eligible depository for public funds approved by the State Bank Commissioner and must be eligible to receive federal funds.

E. ADDITIONAL FEATURES WHICH WILL BE CONSIDERED:

1. Free or reduced fee banking services for employees.
2. Free or reduced fee for printed checks for accounts which use computer-generated checks (Payroll and Imprest).
3. Any other features which the financial institution wishes to propose which would be of benefit to the University, its employees, or its students.

F. PROPOSAL INCLUSIONS:

1. The proposal must clearly indicate the interest rate to be paid to the University, on what basis it is paid, how frequently it compounds, how frequently the rate is recalculated and on what basis, and when it is available for withdrawal or offset of charges. If the rate used to offset charges is different from that paid in cash, both rates must be disclosed.
2. The proposal must clearly indicate all charges to be assessed for maintenance of the accounts including all per item charges that will or may be charged.
3. The proposal must clearly indicate any additional services the financial institution feels may be of benefit to the University or its publics including an estimated annual cost savings and/or benefit to the University.
4. Since the accounts are largely "cleared" every week, proposals which include a required minimum compensating balance will not be considered.
5. A description of the mechanism used to calculate collected balance must be included.

G. SERVICE CHARGES

The services charge prices bid by the successful bidder will be in effect for the first twenty-four months of the contract. At that time, the quoted prices may be increased or decreased at a percentage rate similar to increases or decreases assessed to other similar customers. The financial institution must provide evidence that service charges have changed for other customers. The financial institution and the University will negotiate any change in rates. Negotiations may take place in each successive twenty-four month period. University reserves the right to limit the change to an amount equivalent to the U.S. Bureau of Labor Statistics, National Wholesale Price Index for the period under review.

LIST OF REFERENCES

1. Reference Organization _____
Contact Name & Title _____

Address _____

Telephone Number _____
Type of Service _____

2. Reference Organization _____
Contact Name & Title _____

Address _____

Telephone Number _____
Type of Service _____

3. Reference Organization _____
Contact Name & Title _____

Address _____

Telephone Number _____
Type of Service _____

4. Reference Organization _____
Contact Name & Title _____

Address _____

Telephone Number _____
Type of Service _____

5. Reference Organization _____
Contact Name & Title _____

Address _____

Telephone Number _____
Type of Service _____

SECTION IV.

INFORMATION REQUIRED FROM RESPONDENTS

- A. The Offeror shall furnish a cover letter to introduce the company and its qualifications and to provide a general overview of the Offeror's proposal. Any exceptions to this RFP must be detailed in the cover letter.
- B. The Offeror shall furnish a Certificate of Insurance and describe how it meets the insurance specifications.
- C. The Offeror must include and sign the Signature Page, Appendix A.
- D. A point-by-point response to the requirements listed above in Section III.
- E. The Offeror must include any exclusions for services requested as to which the Offeror makes no proposal. The University reserves the right, but shall have no obligation to award any excluded service to another Offeror or by a separate solicitation. Unless otherwise specifically stated herein, a Proposal may be rejected on the basis of the Offeror's exclusions.
- F. The Offeror may list any additional information or data not requested as part of this RFP which the Offeror believes should be considered in the evaluation of a response. The University may consider such additional information at its discretion.

APPENDIX “A”

SIGNATURE PAGE

NOTE: THIS PAGE MUST BE FILLED OUT AND BE INCLUDED WITH THE RESPONDENTS PROPOSAL

(COMPANY’S NAME)

(COMPANY STREET ADDRESS)

(COMPANY CITY, STATE, AND ZIP CODE)

(COMPANY PHONE NUMBER)

(COMPANY FAX NUMBER)

(TYPED NAME OF AUTHORIZED AGENT)

(SIGNATURE OF AUTHORIZED AGENT)

(DATE)

(COMPANY’S FEDERAL EMPLOYEE IDENTIFICATION NUMBER)

NOTE: THIS PAGE MUST BE FILLED OUT REGARDLESS OF WHETHER SEPARATE QUOTATION(S) ARE INCLUDED WITH THE RESPONDENTS PROPOSAL

Appendix “B”

SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1.CONTROLLER'S APPROVAL. CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2.FUND AVAILABILITY. CRS §24-30-202(5.5). 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.

3.GOVERNMENTAL IMMUNITY. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

4.INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

5.COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6.CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

7.BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8.SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9.EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any

personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised 1-1-09

Appendix C

INDEPENDENT SERVICES CONTRACT

ATTACHED AS SEPARATE DOCUMENT