



**COLORADO MESA UNIVERSITY
REQUEST FOR PROPOSALS
FOR
Collection Services**

RFP ISSUE DATE: October 9, 2014
PROPOSAL DUE DATE: October 30, 2014
ISSUED BY: Suzanne Ellinwood
Purchasing Manager

Sealed Proposals will be accepted until 11:00 AM Mountain Daylight Time, October 30, 2014. Any Proposal received after the above indicated time will be returned unopened. Six (6) copies plus one original and one (1) electronic copy of each Proposal shall be delivered to:

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

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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 Accounting and Financial 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 State's BIDS system 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 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

RFP Issue Date, BIDS Advertisement	October 9, 2014
Written Inquiries Due	October 21, 2014, 2:00 PM
Response to Written Inquiries	October 22, 2014
Proposal Submission Deadline	October 30, 2014, 11:00 AM MDT
Oral Presentations (if necessary)	Week of November 10, 2014 (<i>estimated</i>)
Notice of Award	Week of November 24, 2014 (<i>estimated</i>)
Contract Issued	December 2014

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-14-2480

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.

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-14-2480
PROPOSAL DUE: October 30, 2014, 11:00 AM

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 **six (6)** copies and **one (1)** electronic copy. 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 is posted on the BIDS system.

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 State of Colorado BIDS website www.bidscolorado.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 State of Colorado BIDS website www.bidscolorado.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/proprietary. 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 Bid.

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

Colorado Mesa University is seeking proposals for Collection Services as the University's current contract period for Collection Services will terminate December 2014. The goal of requesting collection assistance is to increase the collection of delinquent accounts receivable and Perkins accounts at the University through the use of professional collection techniques beyond the capabilities of the internal staff of the University's Accounting and Financial Services, while maintaining the proper relationship between the University and the borrower.

The University anticipates placing account receivables in the range of 1,800 accounts (approximately 450 active accounts and 1,350 inactive accounts) with balances totaling almost \$4,000,000. The initial placement will consist of accounts ranging in age from 6 months to 3 years with previous collection attempt activity. The University will be assigning approximately 1,400 accounts per year, an average of 120 accounts per month, with balances totaling \$3,000,000. Primarily these accounts are 6 months to 1 year, averaging a balance of \$2,142 per account. Through agency selection with this solicitation the University will select up to three agencies for Collection Services. Student accounts will be divided between awarded agencies after contract completion. The University will send unsuccessful collection efforts of an awarded vendor to the next awarded agency to work as a second/third placement.

The University currently has 335 delinquent Perkins Loan Accounts which total approximately \$700,000 and delinquency age ranging from one year to seven or more years. The University is interested in partnering with an agency that also has Perkins Loans collection qualifications to add flexibility to the scope of work assigned the agency. Additionally, the University is interested in learning about new industry standards such as pre-collect services currently not available in the University's existing Collection Services contracts.

In accordance with federal and state law the selected Offeror(s) shall accept for post default due diligence and collections the accounts that the University refers to the Offeror(s).

SECTION 3: STATEMENT OF WORK

The University is prepared to offer up to the below commission rates. The Offeror is required to comply with the offered commission rates:

- 1st Placements – 22%
- 2nd Placements – 25%
- 3rd Placements – 28%

Upon selection and execution of a contract, the Offeror(s) shall promptly undertake, through proper and lawful means, and in accordance with the Fair Debt Collection Practices Act, the post default due diligence and collection of all accounts referred by Colorado Mesa University without regard to the amount. Offeror shall utilize their professional expertise to achieve maximum recovery of the accounts referred for collection

Payments received directly by Colorado Mesa University for accounts under referral to the agency shall be included in the total payments collected by the agency and shall be subject to the collection fee upon confirmation of successful contact with the debtor. Additionally, one of the conditions of the University's waiver with the State of Colorado that allows Colorado Mesa University to outsource collections is that the University implement procedures to comply with the tax offset statute as outlined in CRS 23-5-115. Any collections made by the State of Colorado as a result of the tax offset process will not be subject to the collection fee.

Offeror, after deducting its fees, shall provide a monthly remittance to Colorado Mesa University for all monies collected, an itemization of the payments received for each account, and an accounting of the collection fee kept by Offeror for the total payments collected on the accounts, all within five (5) business days from the last day of the month. Additionally, the Offeror shall provide monthly inventory and exception reports outlining the status of the collection accounts.

Colorado Mesa University will, on a monthly basis, notify the agency of any payment received by it for an account under referral to the Offeror.

Sub-assignment of accounts shall not be permitted. Any sub-assignment or sub-attempted assignment of these accounts shall constitute a breach of the contract and the University shall have the right of immediate cancellation, as well as the right to take any other remedies provided by law.

Offeror Requirements. The Offeror must meet the following criteria:

Pursuant to C.R.S. 12-14-115 through 118 as amended, Offeror must be licensed to conduct business as a professional collection agency in the State of Colorado. Offeror must submit proof of licensure in the State of Colorado with their bid response.

Offeror's activities will be fully coordinated with the activities of Colorado Mesa University. The Offeror will provide advice on matters of immediate concern to the University related to the specific Statement of Work provided herein and shall be made available to the University during the course of a contract.

Offeror shall acknowledge the privacy rights of educational accounts which are expressed in the Gramm-Leach-Bliley Act, the Federal Family Educational Rights and Privacy Act, the Red Flag Rule and any other applicable State or Federal law related to communications and collections of delinquent accounts. Offeror shall not, under any circumstances, violate any applicable State or Federal law, including Fair Debt Collection Practices Act or violate any guidelines established by the Federal Trade Commission.

At the University's request, Offeror shall report delinquent accounts to appropriate credit bureaus and agree to comply with all terms and conditions of the Fair Credit Reporting Act (FCRA) and the Red Flag Rule.

The Offeror is required to provide documentation of financial stability, by including an audit report by a certified public accountant for fiscal years 2013, 2012 and 2011, banking and lending institution reference which the University may contact for financial references with their bid response

SECTION 4: 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.

A) Experience: Describe experience relevant to the purposes of this RFP.

- 1) Provide the number of years Offeror has:
 - a. Been in business; the successful Offeror(s) must have a minimum of five (5) years of successful, professional collection experience
 - b. Contracted for collection services
 - c. Experience with colleges and universities

- 2) Provide the percentage of Offeror's gross revenue derived from higher education collections and identify the other types of collections/accounts also serviced by the Offeror.
- 3) Provide the number of current college or university accounts managed by the Offeror and the average dollar amount of these accounts.
- 4) Provide the average collection rate over the last three years for college and university accounts and other collection accounts; calculate by using average net monthly collections/average net monthly placements. Provide this breakdown both monthly and annually for the last three years, separating higher education collections from other collections.
- 5) Provide the total number of accounts placed each year with the Offeror including the total dollar amount of accounts and total dollar amount of collections received each year. Of these accounts identify the number of accounts that have been placed in non-payment status for more than one year.
- 6) Describe Offeror's historical performance measures for the collection of college and university student accounts and other accounts as
 - a. First referrals
 - b. Second referrals
 - c. Third referrals
- 7) Describe any Perkins Loan collection qualifications Offeror may have, including procedures and comparable Perkins Loan collection statistics based on experience with the Offeror's other clients.
- 8) Provide a minimum of three references, preferably higher education accounts, include company name, contact name and phone number along with a description of services provided for each account.

B) Agency Organization

- 1) Provide the Offeror's office location(s) where collection services will be provided from.
- 2) Present an organizational chart depicting Offeror's ability to work accounts and handle the reporting requirements outlined in the RFP. The chart should include pertinent managers, managers' years of experience in collections, and number of staff that will be collecting on the portfolio. Personnel identified and included within the Offeror's proposal shall be those individuals who will perform the work on behalf of the University upon issuance of a contract. Include the average number of collection accounts currently assigned per collector.
- 3) Provide evidence of licenses enabling Offeror to perform nationwide collections, demonstrating compliance with all applicable federal, state and local laws and regulations.
- 4) List the type(s) and amount(s) of insurance coverage maintained by Offeror that will ensure the financial protection Colorado Mesa University, reference page 11, Section 1 – "Administrative Information" of the RFP for the State of Colorado standard insurance requirements.
- 5) List any state or national trade associations' memberships or affiliation that the Offeror currently has.

C) Methodology: Offeror will furnish a detailed explanation of how agency proposes to accomplish the work described in the RFP.

- 1) Describe the proposed "best efforts" that will be used to collect accounts.

- 2) Discuss methods of interaction between collectors and borrowers. Explain why these methods will result in the highest return while complying with all applicable state and federal laws and regulations, considering the borrowers' ability to pay. Specify approaches for repayment schedules and referral for wage garnishment.
- 3) Provide a copy of staff training program protocols. Include information on how collectors are trained in the areas of collection, skip tracing, wage garnishment referral, rehabilitation, consolidation, Fair Debt Collection Practices Act, Fair Credit Reporting Act, and any applicable State and Federal laws.
- 4) Describe Offeror's philosophy related to customer service. Include any examples of training and how this philosophy is communicated to staff.
- 5) Describe security and confidentiality of account information. Discuss the method, such as data encryption and/or secure file transport, employed for transmission of files containing Personal Identifiable Information (PII), to and from the University. The University currently uploads placements in a .csv file format which includes the following fields: Last Name, First Name, Address, Phone numbers, SSN, Date Balance Incurrent, Date Delinquent, Principal Amount, Interest Amount, Late Charge, and Total Due. Will the Offeror require a separate or additional placement information or format?
- 6) Describe the process that Colorado Mesa University may use to handle disputes between borrowers, the University and Offeror.
- 7) Provide the Offeror's procedure in the event the Offeror quotes an inaccurate full and complete payoff figure and the borrower tenders that amount and Offeror accepts it as payment in full.
- 8) Provide copies of standard letters and sample communications including e-mails, call scripts etc. used in collection practices.
- 9) Provide information on skip tracing capabilities, bankruptcy monitoring policies.
- 10) The University is currently preparing to place collection fees on accounts and requires the Offeror's ability to differentiate account groups where commission fees are applied and groups that are not applied. Provide agency requirements of the University to place fees on accounts. Offeror must outline any additional fees and costs (interest, collection costs, credit card processing fees or any other additional fees) placed on student accounts while with the agency.

D) Capabilities: Describe the ability to comply with reporting capabilities.

- 1) Discuss how the Offeror plans to report and communicate with the University. Include details for automating the transmission of new accounts, as well as methods the University should use for sending monthly notifications to the Offeror of any payments received or accounts withdrawn.
- 2) Describe what type of reporting tools are used, and what type of access the University will have to obtain various types of information; indicate in the bid response if on-line reporting is a capability offered to the University as this is the preferred method of reporting.
- 3) Provide an example of monthly and fiscal year to date reports that can be provided for collection activities.
- 4) The following are examples of reports that the University may request the Offeror to provide:

- a. A report with Debtor ID number, dollar value of each debt to be collected, name of debtor, type of debt and month in which the debt was received for collection.
 - b. A report with all amounts actually collected on each debt, or a statement that the debt was adjusted or that a debt is not collectible, if such is the case.
 - c. Information on the date any lawsuit was filed for collection and the date any judgment was obtained by the University against the debtor. Private Counsel and collection agencies shall obtain prior approval from the University before any legal action is filed.
 - d. A report with the average total debt balance of all accounts, individual and aggregate, dollar amount collected, recovery rate, and commission percentage and amount. All figures shall be related to the month in which the debt was received.
 - e. Offerors must provide monthly account statistical reports. including the following information: Net assigned, Gross assigned, Amount Collected, Commissions Earned, Number of Accounts assigned for various time period for 1st, 2nd, and 3rd placements.
 - f. Offerors must provide what ad-hoc reporting capabilities the University will have and what the process for account analysis will be with the reporting tool.
 - g. Provide reporting capabilities to capture account information for those accounts deemed uncollectable with no activity to be moved to 2nd or 3rd placement as agreed upon by the Offeror and the University. The University requires a report of these accounts on a monthly basis with current address, phone, account balance and name.
- 5) Discuss the process in which the Offeror will report all moneys collected and due the University until remittance.
 - 6) Describe the procedures the Offeror will use to reconcile account inventory between the University and the Offeror.
 - 7) Describe any Perkins Loan collection reporting Offeror may have available to the University.
 - 8) Describe debtor customer service procedures. Is a website portal provided that debtors can access to view their accounts and make payments? Provide what type of payments are accepted from students – credit cards, ACH, and any others. Provide detail on any web based payment portal option.
 - 9) List any special software or components required (if any) to implement automatic and regular transmissions of data between the University and the Offeror.

E. Compliance: Bid response shall provide evidence of compliance with:

- 1) Family Education Rights and Privacy Act,
- 2) Fair Debt Collection Practices Act,
- 3) Gramm-Leach-Bliley,
- 4) Red Flag Rules
- 5) Applicable State and Federal laws.

Provide information on agency requirements for the University to adhere to laws and policies surrounding University provided account cell phone numbers.

F. Other

- 1) Provide an illustrative narrative that defines the qualifications that uniquely position the Offeror as a partner for Colorado Mesa University, Offeror may list any additional information not requested as part of this solicitation which the Offeror believes should be considered in the evaluation of a response.
- 2) Is your company currently for sale or involved in any transaction to expand or become acquired by another business entity? If yes, explain the future impact to the organizational and operational structure of your existing company.
- 3) 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 Colorado Mesa University.
- 4) 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.

G. Pricing

The successful Offeror will enter into a State of Colorado contract with the University which has an initial one (1) year period with the option to renew for an additional four (4) years (a State of Colorado model contract is attached separately).

Offeror shall describe and state ALL fees that will be charged to the University including the percentage of monies collected that will be retained by it as the collection fee.

- a. Legal fees
- b. Reimbursement costs
- c. All other Cost Components

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:

B. Evaluation Criteria

- a) Offeror's Experience
- b) Organization
- c) Financial Stability
- d) Methodology
- e) Capabilities
- f) Compliance
- g) Cost
- h) Customer Service
- i) Higher Education Presence

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

- All items as outlined in the body of the RFP
- Original signed Vendor Signature Page

VENDOR SIGNATURE FORM
CMU-14-2480

Proposals Due: October 30, 2014

Time: 11:00 am MDT

Mail/Delivery Proposal to:
Colorado Mesa University - Purchasing Office
1260 Kennedy Avenue
Grand Junction, CO 81501

Contact/Attention:
Suzanne Ellinwood
(970) 248-1337
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 Collection Services 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)