

Request for Proposals



CNCC FY26-014

Food Service Management

April 21st, 2026

Appendix Items Attached Separately in Submission Folder on Colorado VSS & BidNet Direct

1. SECTION 1: RFP GENERAL INFORMATION

1.1 DESCRIPTION:

Colorado Northwestern Community College (CNCC) is soliciting proposals for purchases of a food services management vendor for auxiliary food services for Client's students, faculty, staff, employees, visitors, and invited guests, located at Colorado Northwestern Community College, 500 Kennedy Drive, Rangely, CO. 81648

DINING HALL

Minimum Hours of Operation:

a. Classes in Session

- 1) Monday-Friday: 7:00-9:00 a.m. (breakfast); 11:00 a.m.-1:00 p.m. (lunch); 5:00-7:00 p.m. (dinner); **6.00** hours per day
- 2) Saturday/Sunday: 11:00 a.m.-1:00 p.m. (brunch); 5:00-7:00 p.m. (dinner); **4.00** hours per day

Closed on days following the posted campus closure schedule.

Resident dining is open when classes are in session (i.e. fall, spring, summer) and closed for all breaks. See Attachment D - Academic Calendar. Catering service will be available throughout the year when required and regardless of breaks. Summer Term dorm population can be smaller; CNCC and provider will negotiate terms for Summer food service.

Requests for day and hour changes must be submitted in writing at least four (4) days prior to the requested change. Requested changes must be acknowledged and approved by CNCC.

1.2 CONTRACT TERM:

- 1.2.1 The term of the award shall be for one (1) year from the BID award date. This award may be renewed annually for up to four (4) additional years (one year at a time) if mutually agreed upon by CNCC and the awarded vendor. Pricing and/or specification changes, if any, shall be negotiated by, and agreed to by both parties.
- 1.2.2 Requests for any proposed price changes to the "Add On" price after June 30, 2027 must be submitted by the vendor, along with supporting documentation, to CNCC Purchasing, a minimum of 60 days prior to the proposed effective date of such change.

1.3 CNCC REPRESENTATIVE:

Aaron Harris, Purchasing Coordinator
 500 Kennedy Dr.
 Rangely, CO 81648
 970-675-3237

1.4 SCHEDULE OF ACTIVITIES:

Activity	Date (all times are local MT/MDT/MST)
RFP Issued via ColoradoVSS System/ BidNet	April 21st, 2026
Virtual Pre-Proposal meeting (Mandatory).	April 30th, 2026 at 2:00PM MST
Site Visit Walkthrough (Optional)	May 7th & May 14th 2026 at 2:00PM MST
Written Inquiry/Questions Deadline (email only)	May 7th, 2026, 2026 at 5:00PM MST
Responses to emailed inquires	May 12th, 2026
Proposal Submission Deadline (Sealed Required)	May 21st, 2026 at 12:00PM / Noon MST
Proposer's Conference/Demo	Tent. Week of June 1st or June 8th, depending on availability
Best and Final Offers (BAFOs), if needed	Tent. Week of June 8th or June 15th, depending on availability

1.5 WRITTEN INQUIRIES

Vendors may make written 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. Send all inquiries via email, referencing the RFP number and title in the subject line, to: aaron.harris@cncc.edu

Responses to Proposer's inquiries will be published, in a timely manner, as a modification on ColoradoVSS.

The only official responses to a Proposer's inquiries are those responses that are published as a modification on the ColoradoVSS system. Proposers should not rely on any other statements that alter any specification or other term or condition of this RFP.

1.6 REGISTRATION ON COLORADOVSS AND OFFICIAL MEANS OF COMMUNICATION

CNCC is publishing this solicitation using Colorado Vendor Self Service System (ColoradoVSS) & BidNet Direct as the official means of communication. Proposers may register on ColoradoVSS/BidNet in order to download solicitation documents and information and to receive notices on any posted modifications. Vendors can find the ColoradoVSS site and its registration information through the State Purchasing Office link at [ColoradoVSS \(www.colorado.gov/VSS\)](http://www.colorado.gov/VSS). CNCC will require awarded vendors to register with ColoradoVSS if not already registered.

During the solicitation process for this RFP, all official communication between CNCC's Purchasing Office and Proposers will be via postings on ColoradoVSS & BidNet Direct. CNCC will post notices that will include, but are not limited to, modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent awarded Proposer. **It is incumbent upon Proposers to monitor ColoradoVSS/BidNet carefully and regularly for any such postings.**

2 SECTION 2: PROPOSAL INSTRUCTIONS

2.1 PROPOSAL SUBMISSION

Bids will be accepted and must be in a sealed envelope via FedEx, UPS, certified USPS, or a hand-carried document and must be sent to the Purchasing Coordinator shown above under Section 1.3 Issuing Office. Bids will not be accepted via electronic submittal on the Colorado VSS or BidNet Direct website. Please be advised that telegraphic or electronic responses (Fax, Drop Box, Google Docs, Western Union, Telex, etc.) **WILL NOT BE ACCEPTED** as a sealed proposal. Bidders are urged to read the Solicitation document thoroughly before submitting a Bid. The outer envelope of the package must show the following information:

PROPOSER'S NAME
RFP-NO.
PROPOSAL DUE DATE AND TIME

Award is contingent upon vendor's compliance with C.R.S 8-17.5-101 et seq and 24-76.5-101 et seq regarding employment of illegal aliens. For a copy, email the Purchasing Department at cncc-purchasing@cncc.edu .

Sealed proposal packages 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 vendor to ensure that CNCC receives the proposal on or before the proposal opening date and time. Vendors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent to:

Colorado Northwestern Community College
ATTN: Aaron Harris
500 Kennedy Dr.
Rangely, CO 81648

2.2 NUMBER OF COPIES

Please submit one (1) unbound signed original plus one (1) copy of proposal. The CNCC Purchasing department may distribute proposals to the evaluation team in electronic form. Please submit one (1) electronic copy (PDF, Dropbox link, encrypted zip file, Flash/Thumb Drive, etc.) for this purpose. The electronic forms of the technical proposal, cost proposal, and any confidential material may be submitted as separate files on a single device (PDF, Dropbox link, encrypted zip file, Flash/Thumb Drive, etc.)

2.3 PAGE LIMITS AND ORGANIZATION

CNCC discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, Proposers must follow the format set out in the RFP and provide all information requested. Respondents must submit a complete and concise response to the RFP. Unnecessarily elaborate proposals are not desired. Proposal must include a statement as to the period of time the proposal remains valid, a minimum of 180 days.

The State desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

2.4 RESPONSES TO REQUIRED INFORMATION

Unclear, ambiguous statements such as “all reasonable effort to provide” must be avoided. Failure to address any of the requirements will be subject to response to rejection and/or misinterpretation. Inability to meet any specified requirements must be so stated and thoroughly explained. Proposers shall submit one original and a number of copies and/or electronic submissions as specified in Section 2.2. Responses shall include:

2.4.1 REQUEST FOR PROPOSAL COVER SHEET (ATTACHMENT A) AND COVER LETTER:

Proposals must include the complete name and address of Proposer’s firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

The Request for Proposal cover page MUST be signed in ink by the vendor or an officer of the vendor legally authorized to bind the vendor to the proposal. The signed Request for Proposal cover page is to be included with the proposal copy that is marked ORIGINAL. Proposals which are determined to be at a variance with this requirement may not be accepted.

Cover letter must positively state a willingness to comply with requirements and other terms and conditions as specified in this RFP. Cover sheet and cover letter must be signed by an individual authorized to commit the vendor to the proposed work. A Proposer’s failure to include these items in the proposal may cause the proposal to be determined non-responsive and the proposal may be rejected.

2.4.2 TECHNICAL PROPOSAL:

Provide a detailed technical and narrative response regarding the ability to provide the components itemized in Section 4 Scope of Work and Section 5 Deliverables .

1. Business/Experience/Qualifications (projects in Colorado): Responses will include a detailed explanation of your experience with comparable projects and employees at similar size institutions.
2. Proposed Services: Responses will include comprehensive information and narrative statements that illustrate Proposer’s offered services and the ability to meet the College’s requirements.
3. Management Plan/Administration: Responses will include comprehensive information and narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet CNCC’s needs.
 - a) Provide a minimum of three (3) contracts of similar organization type, size and scope held by the Proposer during the last five (5) years. References for these contracts – contacts and contact information must be current and they must have sufficient experience to speak knowledgeably concerning such issues as the implementation process, functionality, vendor support, quality, timeliness, cost of your work, and training. Include as a minimum:
 - Name or organization or institution
 - Address
 - A current contact name, phone number, mailing address, and email address
 - Size of organization
 - Dates of contract
 - b) Provide information on your background and organizational structure including years in business, location of offices, type of business (corporation, partnership, etc. including State of Incorporation or names of partners), description of the offering organization’s size, longevity, and supporting services available.
 - c) Provide a narrative description of the organization and capabilities of the project team and a personnel roster that identifies each person who will actually work on the contract.
 - d) Provide information on any contract terminations and the reasons.
 - e) CNCC reserves the right to contact any former Client with whom the Proposer is known to have done business.
 - f) College may request the Proposer furnish supplementary information as is sufficient, in the opinion of CNCC, to assure the Proposer’s competence, business organization, and financial resources are adequate to successfully perform the contemplated service.

2.4.3 FINANCIAL/COST PROPOSAL:

The requested pricing/cost information will be submitted using Attachment C to this RFP. Submit pricing/cost information in a separate package from the technical proposal, clearly marked on the outside. Do not include costs in the technical proposal. Electronic copies will include separate files for financial and technical proposals. Separate discs or drives are not required. Cost proposals will be evaluated for completeness and reasonableness.

Colorado Northwestern is always striving to improve the experience for our students which takes many forms, i.e. events, new projects on campus, etc. We would like to create a partnership with the awarded vendor to make those occurrences happen. Please provide any other additional support that you would be willing to give as in future building projects, capital campaigns, scholarships, etc. In what ways would the vendor support the mission of the college in various ventures and the recruitment of excellent students in receiving a top notch education as part of an investment program? This information may be submitted as a separate sheet to the required Attachment C.

2.5 PROJECT COMPLETION SCHEDULE

Project completion schedules shall be mutually agreed upon as project planning is discussed.

2.6 DESCRIPTIVE PAGES AND BROCHURES

All standard descriptive information pages and brochures should be submitted in a section titled "APPENDIX."

2.7 EVALUATION OF PROPOSALS

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section Five (5).

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the proposer. A proposal shall be evaluated to determine whether the Proposer responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

The following are general factors to be used to evaluate each proposal and determine which proposal will be awarded the contract. They are not necessarily listed in order of importance.

- A. Adequacy and completeness of the proposal with regard to the information specified, i.e., compliance with terms, conditions, and other provisions contained in the RFP;
- B. Technical component and ability to provide required specifications;
- C. Likelihood that proposed methodology will accomplish expected outcomes;
- D. Ability of the Proposer to perform successfully under the terms and conditions of this bid and the ensuing contract;
- E. Cost Component;
- F. The integrity and past performance in higher education with number of Higher Ed customers, and technical resources of the Proposer;
- G. Staff availability and their experience;
- H. Demonstrated experience, particularly in...
 - a. the Proposer's familiarity with a project of this scope as generally outlined in the RFP.
 - b. finding effective ways to get useful feedback and implement changes in a timely manner.
 - c. Continuous process improvement
 - d. Remediation & conflict resolution.

*Note that the above are

An evaluation team will judge the merit of proposals received in accordance with the general criteria. Individual team members will first rate proposals on the areas specified in Section 6 on a non-numeric scale from poor to exceptional. While a rating system may be used to assist the evaluation committee in 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 set forth below:

Business/Experience/Qualifications (projects in Colorado)
Proposed Services
Management Plan/Administration
Cost/Meal Plans

References when conducted will not be rated but will be considered on a “pass/fail” basis.

Following an individual rating period, the evaluation team will meet to discuss initial rating and may choose to either make an award at that time or to short-list vendors for a round of demonstrations/presentations. **This may include a request for sample dishes/menu items that could be “make-aheads” for road trip meals.** After receipt of proposals and prior to the recommendation of award, the Purchasing Coordinator may initiate discussions with one or more Proposers should clarification or negotiation be necessary. Proposers may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Proposers should be prepared to send qualified personnel to Colorado Northwestern to discuss technical and contractual aspects of their proposal. Oral presentations and product demonstrations, if requested, shall be at the Proposer’s expense. Another round of discussion and scoring follows the vendor presentations. Please see Section 6.13 for additional information on the evaluation process.

It is the intention of CNCC to evaluate proposals thereby rendering a business decision most advantageous to the College. The recommendations of this committee will be forwarded to the Purchasing Coordinator for approval and execution. Failure of the Bidder to provide any information requested in this RFP may result in disqualification of the proposal. The sole objective of the evaluation committee and the Purchasing Coordinator will be to recommend the Bidder whose proposal is the most responsive to the College’s needs while within available monetary resources.

There is no requirement by the State of Colorado Procurement Code to use a numerical scoring system. Evaluators are expected to independently determine strengths and weaknesses of proposals, followed by group discussion. Factors will be assessed based on the soundness of the Proposer’s approach and the Proposer’s understanding of the requirements. Assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of State involvement necessary (beyond that reasonable necessary) to ensure timely, successful performance. The selection ultimately is a business judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified in this RFP. The State reserves the right to reject any (or all) proposals that pose, in the judgment of the State, unacceptable risks of unsuccessful or untimely performance, unacceptable State resources requirements, or costs exceeding the budget constraints. Colorado HB 14-1224 allows for the application of a preference for Service Disabled Veteran Owned Small Business (SDVOSB). In the situation where two or more comparable responses are evaluated, preference may be given to a SDVOSB.

Each Proposer’s past performance will be reviewed as part of CNCC’s overall evaluation. This evaluation will take into account past performance information submitted as a part of such Proposer’s proposal including but not limited to information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s) if such information is relevant. Proposers without a record of relevant past performance or for whom information on past performance is not available will receive a neutral past performance rating. CNCC will consider Proposer’s performance on past or current State contracts with requirements similar to the State requirements for this contract. The State will consider information provided by Proposer regarding any problems encountered on the identified contracts and any associated corrective actions.

3 SECTION 3: BACKGROUND INFORMATION

3.1 BACKGROUND

Colorado Northwestern Community College (CNCC) was established in 1962 and is a two-year residential college with athletics and a variety of academic programs. Our philosophy is that the student is the most important person on campus. The college is part of the

State Board for Community Colleges and Occupational Education, operating as the Colorado Community College System encompassing 13 community colleges. CNCC averages 1100 students annually, with 40% of those students living on campus. CNCC is an important resource for the campus and community. The Rangely campus is located in the town of Rangely which is a small, rural community of approximately 2500 people located 90 miles north of Grand Junction, CO and 60 miles east of Vernal, Utah. The CNCC Rangely campus encompasses an area of 35 acres. The architecture, a blend of native stone and timber, is designed to reflect and complement the rugged beauty of the area. Seventeen (17) buildings are located on campus with a total square footage of 315,526 square feet. There are four on-campus residence halls and campus apartments for staff and nontraditional students. For more general information about the institution, please visit the institution's home page at www.cncc.edu.

Dining on campus can be an integral part of the campus experience. Weekly meal plans and block meal plans are used in the Dining Hall. Our dining services include many nutritious, well-balanced, and satisfying meals, snack, and desserts by offering a number of menu choices that would fit each individual's needs. You will be covered throughout the day by many different options; whether you have breakfast, lunch, dinner, or are craving a snack there is a meal plan perfect for you! Freshman are generally required to live on campus for the first year and all students residing in the residence halls are required to purchase a meal plan.

The Dining Hall just completed a recent remodel which included new flooring, paint and serving equipment. Replacement or renovation of existing back of the house equipment (stoves, ovens, fridges, freezers, etc.) may be included as part of this agreement.

CNCC Rangely Campus Historical Enrollment

	<i>Fall '24</i>	<i>Spring '25</i>	<i>Fall '25</i>	<i>Spring '26</i>
Rangely Full Time Students	259	178	267	182
Housing Students	193	122	197	127
Student Athletes	122	68	132	76
Current FT Employee Count				±110

Dining Hall





4 SECTION 4: SCOPE OF SERVICE

4.1 SCOPE OF SERVICE

The scope of the Service includes provision and management of the following food and beverage operations, hereinafter referred to as the “Dining Services Program”. The dining services location is in the Dining Hall to best serve the needs of the students, faculty, and staff as is reasonable and financially feasible to do. In addition, scope includes a range of catering options from simple, low cost food options for student groups and some campus departments to mid-range breakfast, lunch, and dinner option to high-end, formal, plated dinner. The bulk of the catering demand is for low cost food options:

4.1.1 RESIDENTIAL DINING:

Residential Dining. Proposer will be the exclusive provider of residential dining services to CNCC located at 500 Kennedy Dr., Rangely Colorado.

4.1.1A OFF-HOUR MEALS

Due to the large number of student athletes in the student population, food services are provided during off-hours (after games) and off campus during extended athletic trips. Off campus meals are arranged ahead of time and consist of sandwich materials, fruits, breakfast items and other easily used and stored foods while traveling. These services are also provided to outdoor recreation and specific programs (NPS) during their trips.

4.1.2 RETAIL DINING:

Proposer will be the exclusive provider of retail dining services at the CNCC campus. As part of this program, the food service provider is granted first opportunity to quote/match catering services for the Rangely Campus programs, events, and tenants (including concessions at home athletic events) on a competitive basis.

Other retail (coffee, snack, and sandwich) food services will be provided as part of CNCC's student life program through the CNCC bookstore and CNCC "Spartan Den".

4.1.3 CATERING SERVICES:

Catering Services. Proposer will be the primary provider, with the right of first refusal* for all catering events requested by CNCC, except as noted in 4.1.7C. If Proposer chooses not to provide services for any catering event, the College may use a third party caterer (utilizing its own personnel and equipment) to provide catering service for special functions. Proposer will accept or refuse within 24 hours of the time of the request.

4.1.4 EVENT SUPPORT:

CNCC campus has personnel that coordinates all campus events such as room scheduling and catering orders. As such, this employee works very closely with the Dining Services Director and the Catering Coordinator. They can arrange for room set-up, audio visual technology as needed and ensures all administrative policies and procedures are followed.

4.1.5 SUMMER CONFERENCE AND CAMP SERVICES:

Proposer will be the exclusive provider of food service for any summer conferences and camps conducted at the College. CNCC reserves the right to have summer conferences and camp events catered by third party caterers.

4.1.6 FUTURE OPERATIONS:

Other future or current dining locations and/or services, as mutually agreed to by the College and the Proposer within the scope of services listed above.

4.1.7 EXCLUSIONS:

The following food services are excluded from the services to be provided by the Proposer:

4.1.7A VENDING MACHINE SERVICES

Please include "option" for food vending services for both our Rangely & Craig campus. This may include residence halls, academic buildings, etc. There is much more interest in a viable solution, even if it is cost-prohibitive to implement initially.

Proposer shall prepare a statement of sales and commissions for each Accounting Period and shall submit such statement with any payment due to Client for such Accounting Period.

There shall be an annual adjustment to financial terms to reflect increases in the U.S. Department of Labor Consumer Price Index for Finished Consumer Foods ("CPI") Denver, Boulder area.

5.1.3 PERSONNEL:

A. Proposer shall:

- a. Provide labor and related payroll expenses, hiring and scheduling requirements.
- b. Employ sufficient qualified management staff and employees to oversee daily operations and customer service.
- c. Provide the Vice President of Business & Administration the contact information (name and phone number) of employees to include the manager over the entire function, the on-site manager, and individuals working on our campus.
- d. Maintain a current Standard Operating Procedure that includes information on how you train your employees on appropriate customer service, dress code, employee standards, and ServSafe food handling procedures.
- e. Conduct background checks on those employees assigned to the College, prior to beginning work.

Requirements include:

- i. Criminal history in the states where the individual resides/resided in the past 7 years for all employment.
- ii. Social Security Number verifications
- iii. Sex offender registry check that can be obtained at no cost through <https://www.nsopw.gov/en-US/Search/Verification>

B. College shall:

- a. The College Human Resources office has the final determination if an individual can work on campus, related to background checks.

5.1.4 EMPLOYMENT POLICIES:

Proposer must adhere to employment policies that meet the requirements of all the US Department of Labor and State or local regulatory bodies. Comply with Discrimination and Affirmative Action Laws to the extent permitted by State Law.

5.1.5 PAYMENT METHODS:

Proposer will accept payment methods of cash, debit cards, credit cards, and pre-paid meal options utilizing cards that students can purchase through the Cashier's office.

5.1.6 FOOD OPTIONS/MENU:

A. Proposer provides:

- a. Menu plan to include pricing, promotional specials, value pricing, and advertising.
- b. Menu offerings to include:
 - i. Ready to Go – packaged fresh meals and sides
 - ii. Freshly prepared food to order
 - iii. Gluten free, allergy friendly, healthy options, and medically required special diets not accommodated by regular menu will be met
 - iv. Weekly specials
- c. Pricing changes can be requested in writing to the Vice President of Business & Administration each January for the upcoming academic year. Any pricing changes must be submitted to review/approve prior to any changes. CNCC reserves the right to deny any proposed price increases.
- d. Food Products shall conform to minimum Federal and State standards.
- e. Sales Restrictions. Proposer is prohibited from selling the following items on the College premises:
 - i. Alcoholic beverages
 - ii. Cigarettes, e-cigarettes, or tobacco related products
 - iii. College reserves the right to prohibit Proposer from selling any items that it considers offensive to its students, staff, or visitors.
- f. Prearranged Grab and Go style meals for athletic/program(s) for off-site events or travel.

- i. **Please also review the Academic Calendar in Attachment D and provide any possible opportunities to service our international & student athletes over the Fall Break (Nov. 23-27, 2026) and Winter Break (Mid Dec. '26-Jan 15th 2027). Pricing is not needed, but the initiative would be warmly welcomed.**

5.1.7 CATERING:

- A. Proposer has an opportunity to provide catering services to the College Community at competitive prices for special functions/events on campus.
- B. Catering services on campus is exclusive to awarded contractor. Departments/divisions on campus and third-parties with the exception of student clubs, must arrange catering with the Proposer unless Proposer chooses to waive the event whereby the departments/divisions on campus and third-parties may arrange catering from an outside source. Student Clubs and Organizations will be an exception to this for fundraising events.
- C. Catering service includes the set-up, attendance, serving (if requested), and clean up.
- D. Catering offerings should include ready-to-serve products available at a wholesale rate to the Rangely area during non-service periods.

5.1.8 EQUIPMENT:

- A. Proposer provides:
 - a. Office equipment/supplies
 - b. PCI Card Compliance Processing or Inventory Management (CR) System. Proposer shall process credit/debit transactions on Client's premises using Proposer provided technology systems and broadband internet connectivity. This connectivity is to be provisioned by Proposer and this connectivity will exist independent of the Client's existing network infrastructure. Client will grant Proposer access to all necessary points of demarcation for the provisioning of broadband internet connectivity and provide Proposer with physical cabling structure necessary to extend broadband internet connectivity to the credit/debit cardholder data environment and associated hardware. Should Client be unable or unwilling to provide such cabling, Proposer will install necessary cabling components using a Proposer contracted vendor and will grant Proposer access to all necessary demarcation points and data closets in order to complete installation. Proposer will provide network security and management, and all associate hardware, for the credit/debit cardholder environment at Client's premises through Proposer's third-party provider. Proposer will adhere to and maintain its network and data security practices at Client's premises in compliance with PCI DSS (Payment Card Industry Data Security Standard)
<https://www.pcisecuritystandards.org>
- B. College provides:
 - a. Food preparation equipment
 - b. Small Wares
 - i. Dishware
 - ii. Glassware
 - iii. Flatware
 - iv. Utensils and similar items
 - c. Facilities
 - d. Utilities
 - e. Pest Control
 - f. Fire Protection
 - g. Security

5.1.9 MAINTENANCE OF EQUIPMENT/FACILITIES:

- A. Proposer shall maintain the allocated space in good order and condition to include:
 - a. Daily cleaning and sanitation of all equipment and the area utilized.
 - b. Daily discard of leftovers.
 - c. As needed cleaning of the walls, floors, windows, ceilings, and exterior of light fixtures.

- d. Maintenance and repairs of equipment purchased by the Proposer.
- B. College provides:
 - a. Maintenance and repairs for standard wear and tear of equipment that is the property of the College.
 - b. General operational service and maintenance each semester.
 - c. Maintenance of building to include plumbing, wiring, and structural repairs as they relate to providing an operational space for the Proposer to operate. Improvements to the facility must have prior approval of College.
 - d. Semi-Annual deep cleaning services for all allocated Contractor spaces.

5.1.10 ACCOUNTING & FINANCIAL REPORTING:

- A. Maintain accurate and comprehensive accounting of operations. Allow College access to these records for the examination and audit of books.
- B. Provide an efficient way to track and control food and beverage service costs. Continuously monitor its operating expenses, take corrective action to lower expenses, and avoid increased costs.
- C. Provide the Vice President of Business & Administration an annual profit and loss statement and quarterly report upon request.
- D. The contractor shall furnish CNCC with a monthly invoice for services rendered, with a report of all daily transactions by the operation, within twenty (20) days following the end of each accounting period. Billing is to show the rate based on a per-meal base rate. In addition, the Contractor will send an operating profit and loss statement for the prior accounting period and year-to-date.

5.1.11 MISCELLANEOUS:

- A. Operate in strict compliance with all applicable laws, statutes, rules, regulations, and requirements of local, state and Federal governments and the policies, procedures, and regulations promulgated by the State.
- B. Operate a proactive safety program for employees and operations, including responsibility for keys, equipment, and cash funds.
- C. Incorporate sustainability practices in operations and promote actions for customer awareness.
- D. Proposer will meet with Student Government a minimum of once a semester to discuss food service.
- E. Make available suggestion boxes for customer input.
- F. Proposer Evaluation. Performance will be evaluated on an annual basis in the areas of customer service, timeliness, cleanliness, sustainable practices, management, reliability, service and good quality, customer satisfaction, value pricing, hours of operations, mea/snack/drink options, food safety, and catering.

6 SECTION 6: EVALUATION CRITERIA

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in this Section Six (6). Proposers will provide a narrative addressing their ability to provide the deliverables in Section Five (5), providing sufficient descriptions and technical information that will allow evaluation of the criterion.

6.1 BUSINESS EXPERIENCE AND QUALIFICATIONS

Proposals will be evaluated against the questions set out below:

Questions regarding personnel:

- a) Do the individuals assigned to the project have experience on similar projects? Level of experience of the company and the expertise of the staff that will be assigned to provide the required services to CNCC.
- b) Describe the individual staff members in your company that would be assigned to this project, and include their resumes.
- c) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the service requires?

- d) Documentation of any intent to use another company(ies) or private individuals(s) as a subcontractor(s) for any part of the whole of the services offered in response to this RFP. CNCC reserves the right to approve or reject any subcontracting agent or to reject proposals based on the use of subcontracted work.

Questions regarding the company:

- a) How well has the company demonstrated experience in completing similar projects on time and within budget?
- b) How successful is the general history of the company regarding experience in managing food service operations within higher education, strength of company, financial stability, and qualifications?
- c) Has the company completed a minimum of three projects of similar size and scope within the last 5 years?
- d) Proposed marketing communication program in addressing trade dress, signage, display equipment and small ware needs related to implementation of company's proposed programs and services.
- e) Describe your point of sale system and revenue acceptance methods. Proposer must be PCI DSS compliant or use a third party PCI DSS compliant processor. Provide evidence of compliance.
- f) Distinctive competitive advantages such as unique prior experiences and/or business relationships, specialized knowledge, specialized equipment, food service quality awards, certifications, etc.

6.2 PROPOSED SERVICES

Proposals will be evaluated against the questions set out below:

- a) How well has the Proposer demonstrated a thorough understanding of the purpose and scope of the RFP?
- b) How well has the Proposer identified pertinent issues and potential problems related to the project?
- c) The quality of the Operating Plan for performing the required services.
- d) Demonstrated experience of the Proposer in providing and managing a food service program in the particular area or areas for which Client is submitting a proposal.
- e) The ability of the Proposer to perform the requested services, adequately maintain the equipment and facilities and to operate in accordance with industry best practices, health and safety requirements and campus requirements.
- f) The quality of the Marketing Plan for developing the earning potential of Dining Services.
- g) Favorable recommendations from referenced clients where similar or like services are being or have been performed.
- h) Overall quality and completeness of the Proposal.
- i) To what degree has the Proposer demonstrated an understanding of the deliverables that CNCC expects it to provide?
- j) Has the Proposer demonstrated an understanding of CNCC's time schedule with a plan to meet it?

6.3 MANAGEMENT PLAN/ADMINISTRATION FOR THE PROJECT

Proposals will be evaluated against the questions set out below:

- a) How well does the management plan support all of the project requirements and logically lead to the deliverables of the RFP?
- b) How well is accountability completely and clearly defined?
- c) Is the organization of the project team clear?
- d) How well does the management plan illustrate the lines of authority and communication?
- e) Proposed strategy for ongoing management and employee recruitment, training, and retention for the contract.
- f) Does the Proposer provide evidence of PCI Compliance? PCI means payment card information including any data related to credit cardholder's names, credit card numbers, or the other credit card information a may be protected by the State or Federal Law. Proposer shall provide for the security of all PCI information in accordance with policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies,

publications, and guidelines including the most recently updated PCI Data Security Standard from the PCI Security Standards Council.

- g) Does it appear that the Proposer can meet the schedule set out in the RFP?
- h) Has the Proposer gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- i) To what degree is the Proposal practical and feasible?
- j) To what extent has the Proposer identified potential problems? Problem solving abilities relating to the various challenges of this project such as maintaining quality service during the transition period, training employees, and managing workers.
- k) Resources that the company will commit to assure the overall success of the CNCC Dining Hall.

6.4 COST/MEAL PLANS

Proposals will be evaluated against the questions set out below:

- a) Price of Services.
- b) Creativity relating to menu planning, food quality and variety, nutrition enhancement and attention to seasonal fresh foods.
- c) Reasonableness of food and catering pricing proposed and financial terms of the proposal.
- d) Describe the funding, revenues, and commissions schedules.
- e) Availability of nutritionally healthy products, and healthily prepared foods and portioned foods.
- f) Strategy for providing comprehensive nutritional information to customers.
- g) Can the company provide the meal plans selected by the Client and make them available to resident dining patrons?
- h) Pre-opening expenses – Proposer shall fund pre-opening expenses, including for transition on behalf of the dining service program on an annual basis. Pre-opening expenses shall include, but are not limited to, travel, meals, lodging, opening promotions and advertising, accounting and operating manuals and systems, interviewing and relocation, salaries and fringe benefits, crew training, and other expenses relate to preparing for and commencing services for each academic year.

7 SECTION 7: ADMINISTRATIVE INFORMATION

7.1 ISSUING OFFICE

This RFP is issued by Colorado Northwestern Community College (CNCC) Purchasing Office; the CNCC Purchasing Office is the point of contact concerning this RFP as stated in section 1.3.

7.2 REGISTRATION ON COLORADOVSS AND OFFICIAL MEANS OF COMMUNICATION

This solicitation is published using the Colorado Vendor Self Service System (ColoradoVSS). Proposers **must** be registered on ColoradoVSS in order to download solicitation documents and information, and **must** be registered for ColoradoVSS as of the bid submission deadline in order to be considered responsive. ColoradoVSS and its registration information may be linked through the State Purchasing Office link at www.colorado.gov/VSS.

During the solicitation process for this RFP, CNCC will post notices that will include modifications to administrative or performance requirements and the awarded Proposer. **It is incumbent upon Proposers to monitor the ColoradoVSS carefully and regularly for any such postings. Electronic responses are prohibited via VSS ****DO NOT SUBMIT QUESTIONS OR RESPONSES TO THIS RFP THROUGH VSS****.**

7.3 STATEMENT OF PURPOSE

This RFP provides prospective Proposers with sufficient information to enable them to prepare and submit proposals for consideration by Colorado Northwestern Community College to achieve the goals of this RFP. This RFP provides Proposers with sufficient information to enable them to:

1. Understand the scope of work as outlined in Section 4 of this RFP;
2. Submit proposals related to products and services, equipment, marketing, corporate background and experience, commissions and pricing; and
3. Allow for comprehensive evaluation and consideration by an impartial evaluation team.

This RFP solicitation process may include reference checks, Proposer interviews, proposal clarification sessions and the opportunity for Proposer to submit a Best and Final Offer (BAFO). CNCC reserves the right to conduct discussions and checks with other state agencies and/or clients that have conducted business with Proposer for the purpose of additional performance evaluation.

7.4 SCOPE

This RFP contains instructions governing the proposal to be submitted and identifies material to be included therein, mandatory requirements that must be met to be eligible for consideration, and other requirements to be met by each Proposer.

7.5 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time.

7.6 ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSALS

In the event that it becomes necessary to revise any part of this RFP, a modification notice will be sent via the ColoradoVSS system.

7.7 ORAL PRESENTATIONS/SITE VISITS

Proposers may be asked to make oral presentations. Such presentations will be at the Proposer's expense.

7.8 ACCEPTANCE OF RFP TERMS

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of the Proposer or an officer of the Proposer legally authorized to execute contractual obligations shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions including compensation as set forth herein. A Proposer shall identify clearly and thoroughly any variations between its proposal and Colorado Northwestern Community 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.

7.9 PROTESTED SOLICITATIONS AND AWARDS

Any actual or prospective vendor or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Coordinator at Colorado Northwestern Community College at the address specified in section 1.3. 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. Ref. Section 24-109, 101 et. seq., CRS, as amended; Section 24-109-101 through R-24-109-206, Colorado Procurement Rules. It is important for Proposers to note that a challenge to the solicitation's requirements or specifications should be made within seven (7) working days of when the protestable item is known. In other words, if Proposers believe that the solicitation contains a requirement they want to protest, the protest should be submitted within the seven (7) working day time period, even if that means it is filed during the time the solicitation is still open.

Intent to Award notice of the apparent winning Proposer(s) will be made via email or letter delivered by US Mail to all responsive Proposers. The requirement for timely submission of any protest (7 working days) will begin no later than the first working day following receipt of the Intent to Award notice.

The written protest shall include, at a minimum, the following:

- A. The name and address of the protestor;
- B. Appropriate identification of the procurement by bid, RFP, or award number;
- C. A statement of the reasons for the protest; and
- D. Any available exhibits, evidence, or documents substantiating the protest.

7.10 CONFIDENTIAL / PROPRIETARY INFORMATION

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. **A**

separate written request for confidentiality shall also be submitted by the Proposer with the proposal. Such requests must include justification for each request. It is not acceptable to label the entirety of the proposal as proprietary or confidential. The Proposer must state specifically what elements of the proposal are to be considered confidential/proprietary. All such information must be indicated with the following or similar statement:

"The information contained on pages _____ shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided, that if a contract is awarded to this firm, as a result of the submission of such information, Colorado Community College System shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the right of Colorado Community College System to use the information contained herein if obtained from another source."

Confidential/proprietary information must be readily identified, marked and separated from the rest of the proposal. Separation may be accomplished by methods such as including a separate tab or section to the technical response or packaging separately from the technical response. 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 and proprietary. Any information that will be included in any resulting contract cannot be considered confidential. CNCC will make a written determination as to the apparent validity of any written request for confidentiality. In the event CNCC does not concur with the Proposer's request for confidentiality, the written determination will be sent to the Proposer. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

7.11 RFP RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this RFP becomes the property of the State of Colorado. The State of Colorado has the right to retain the original proposal and other RFP response materials for its files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. The State of Colorado has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in the clause, Proprietary/Confidential Information. Proposer expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, and announcement made on the State of Colorado Vendor Self Service (ColoradoVSS) system, subject to the terms of Section 24-72-201 et. seq., CRS, as amended, Public (Open) Records.

7.12 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 Proposer.

7.13 QUANTITIES

CNCC reserves the right to adjust quantities stated in this solicitation. Available funding versus prices bid may affect actual quantities ordered. CNCC may choose to increase or decrease quantities stated in the documents depending on the circumstance. CNCC is not obligated to place any order for a given amount subsequent to the award of this solicitation. CNCC may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities utilizing this contract. In no event shall CNCC be liable for payments in excess of the amount due for quantities of goods or services actually ordered. CNCC reserves the right to purchase additional goods and services at the same bid prices or lower within a reasonable period of time following award.

7.14 EVALUATION AND DISCUSSION PROCESS

CNCC reserves the right to award on receipt of initial proposals. Proposers not meeting the requirements identified in the RFP shall be ineligible for further consideration. Colorado Northwestern may conduct discussions with Proposers in the competitive range for the purpose of promoting understanding of the State's requirements and the Proposer's proposal, to clarify requirements, make adjustments in services to be performed, and in prices. Changes to proposals, if permitted, will be requested in writing from Proposers.

Proposers may be provided a date at which oral presentations will be heard. Respondents should not assume that they will be asked to give a presentation. Respondents will have no more than four representatives present during the presentation. The presentation shall consist of a Proposer briefing concerning the addressing of clarifications and deficiency items identified by CNCC. Guidelines regarding the oral presentations will be distributed to those Proposers remaining in the competitive range.

Proposers may be given an opportunity, after the conclusion of the oral presentations, to submit a best and final offer (BAFO). Proposers will be informed in writing of the date by which best and final offers are due. Proposers shall make any revisions CNCC

deems necessary to clarify or correct weaknesses in their proposal. CNCC does not require complete, substantial proposal rewrites. Proposers are cautioned not to make changes in price/cost revisions that are not clearly explained and/or justified in any proposal revision. Proposers assume the risk that proposed revisions be adequately explained so CNCC understands the nature of the revisions and the risk to CNCC from unreasonable forecasts of contractor costs.

7.15 NOTICE OF INTENT TO AWARD

Upon notice of intent to award, if requested, the Proposer may be asked to supply audited financial statements within the requested time frame. CNCC may also require a credit rating by a rating service.

7.16 AWARD OF CONTRACT

Award will be made to the responsible Proposer whose proposal, conforming to this RFP, will be the most advantageous to the CNCC, 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, CNCC may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible Proposer.

7.17 STANDARD CONTRACT

CNCC requires that any contract resulting from this RFP be in the attached form as required by current Colorado statutes, fiscal rules and CNCC Procurement rules, including provisions referenced and the State Special Provisions (Section 8). Certain portions of the Contract may be edited or adjusted to reflect the actual award given a particular vendor.

7.17.1 ORDER OF PRECEDENCE.

In the event of any conflict or inconsistency between terms of this request for proposal and the Proposer's proposal, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to the request for proposal, and last to the Proposer's proposal.

7.17.2 PROPOSER PROPOSED TERMS AND CONDITIONS.

Except as specified in the Proposer's proposal, the submission of the Proposer's proposal will indicate its acceptance of these terms and conditions. Proposer must disclose in their proposal terms and conditions or required clarifications of terms and conditions consistent with these instructions. CNCC reserves the right to clarify terms and conditions not having an appreciable effect on quality, price/cost, risk or delivery schedule during post-award formalization of the contract. Include payment terms and conditions.

7.18 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful Proposer will become contractual obligations if acquisition action ensues. Failure of the successful Proposer to accept these obligations in a CNCC contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such Proposer may be removed from future solicitations.

7.19 RFP CANCELLATION

Pursuant to Procurement Rule 24-103-301, the State of Colorado reserves the right to cancel this RFP if it is in the best interest of the State to do so. In the event the State elects to NOT award any Proposer, or the RFP solicitation is cancelled, all received proposals must be retained as confidential and will not be subject to public inspection. The purpose for this condition is to prevent any future potential Proposers an opportunity to review other Proposers' proposals and thereby gain any unfair advantage in submitting future proposals. Any cancellations occurring **before the submittal** due date will result in received proposals being returned unopened to the appropriate Proposer accompanied by a notice of cancellation letter.

7.20 STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES

Proposals, upon established opening time, become the property of CNCC. All products/services produced in response to the contract resulting from this RFP will be the sole property of CNCC, unless otherwise noted in the RFP. The contents of the successful Proposer's proposal will become contractual obligations.

7.21 INCURRING COSTS

CNCC is not liable for any cost incurred by Proposers prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature, shall occur until a contract is awarded and signed by all concerned parties.

7.22 NON-DISCRIMINATION

The Proposer 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.

7.23 REJECTION OF PROPOSAL

CNCC reserves the right to reject any and all proposals, 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 CNCC. Failure to furnish all information, or to follow the proposal format set forth in this RFP, may act to disqualify the proposal. It is the sole responsibility of the Proposer to ensure ALL required signature forms and the requisite number of document copies is included in its submittal package.

7.24 PARENT COMPANY

If a Proposer is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number of the Proposer responding to the RFP must also be provided.

7.25 NEWS RELEASES

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

7.26 CERTIFICATION OF INDEPENDENT PRICE

7.26.1 CERTIFICATION

By submission of this proposal each Proposer certifies, and in the case of a joint proposal, each party thereto certifies 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 Proposer 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 Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor; and
- c) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

7.26.2 INDIVIDUAL CERTIFICATION

Each person signing the Request for Proposal form of this proposal certifies that:

- a) She/he is the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered herein and that she/he has not participated, and will not participate, in any action contrary to 7.26.1(a) through 7.26.1(c) above; or
- b) She/he is not the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered herein but that she/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 7.26.1(a) through 7.26.1(c) above, and as their agent does hereby so certify; and she/he has not participated, and will not participate, in any action contrary to 7.26.1(a) through 7.26.1(c) above.

7.26.3 PROPOSAL NOT CONSIDERED FOR AWARD CONDITIONS

A proposal will not be considered for award where 7.26.1(a), 7.26.1(c), or 7.26.2 above has been deleted or modified. Where 7.26.1(b) above has been deleted or modified, the proposal will not be considered for award unless the Proposer 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.

7.27 CONTRACT CANCELLATION

CNCC reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.

7.28 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 of Colorado. 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; or
 - b) Assist any person for a fee or other compensation in obtaining any contract, claim licenses, or other economic benefit for his agency; or
 - 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 she/he has a substantial financial interest.
3. A head of a principle 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 section 24-18-110, C.R.S.
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 section 24-18-110, C.R.S. and if he is not a full-time State employee. Ref. section 24-18-108, C.R.S. as amended.

7.29 TAXES

CNCC, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-0644739) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State and Local Sales Tax Exemption Number is 98-15145-0000.

7.30 ASSIGNMENT AND DELEGATION

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

7.31 INSURANCE

If the RFP so states, the contractor shall procure, at its own expense, and maintain for the duration of the contract, the following insurance coverages; the State shall be issued certificates as an additional insured:

- Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
- General and/or Personal Injury and/or Professional and/or Automobile Liability (including bodily injury, personal injury and property damage) with the following minimum coverage, depending on the policy format:
 - **Occurrence** basis policy - combined single limit of \$1,000,000.
 - **Annual Aggregate** limit policy - not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$1,000,000.
 - **Claims-Made** policy - Combined single limit of \$1,000,000, plus an endorsement that extends coverage two years beyond the policy expiration date.
- Other Insurance - Vendor shall provide such other insurance as may be required by law, or in a specific solicitation.

7.31.1 ADDITIONAL INSURED

The State of Colorado shall be named as an **additional insured** on all liability policies.

7.31.2 CANCELLATION PREVENTION

The insurance shall include a provision preventing **cancellation** without 60 calendar days prior written notice to the State by certified mail.

7.31.3 INSURANCE DOCUMENTATION

Vendor shall provide the following documentation to CNCC within 7 working days of a request therefor, unless otherwise provided:

1. **Certificate/s** of adequate insurance coverage, each with a reference to the State being named as an additional insured, or
2. **Certificates** of adequate insurance coverage and endorsement/s of additional insured coverage.

7.32 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 the State of Colorado.

7.33 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, or subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

7.34 USE OF RFP AND STATE SEAL

The successful vendor will not use any information received as a result of this contract for promoting any programs designed to provide service to State employees or College students without specific, written authorization of the Purchasing Agent. Further, the successful vendor will not conduct a program designed for the System or take advantage of the fact that they are the successful vendor for these services without the specific written authorization of the Purchasing Agent. No vendor shall use the State of Colorado Seal on any materials or for any reason without the specific, written authorization of the Secretary of State's Office.

7.35 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."

7.36 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.

7.37 LEGISLATIVE CHANGES

The State of Colorado reserves the right to amend the contract in response to legislative changes, which affect this project.

7.38 CONTRACTUAL OBLIGATION

Nothing contained herein creates any contractual relationship between Colorado Northwestern Community College and the contractor, subcontractor, or supplier. However, bidding statements contained in the response of the successful contractor will become part of the contract for the product and services.

If after award of the contract the contractor becomes aware of possible problems which could result in delay of schedule, the contractor must immediately notify CNCC by phone (confirmation to be in writing, giving the cause, probable effect, and recommendations for alternative actions).

Nothing in the above item will be interpreted as relieving the contractor of the contractual responsibilities; however, failure to promptly notify will be basis for determining contractor negligence in an otherwise excusable delay.

7.39 WEB ACCESSIBILITY

CNCC is committed to facilitating access to its Colleges' instruction, communication, and business processes for the broadest possible audience. CNCC strives to employ principles of Universal Design and the use of the World Wide Web Consortium's WCAG 2.0 standards in the design, development, implementation, and enhancement of all web-based information and services. CNCC System President's Policy S-125g requires that CNCC purchase from vendors who show that, in good faith, they are working towards conforming with the WCAG 2.0 standards as appropriate for the services they provide, unless an extraordinary circumstance exists.

7.40 CONTRACT PERFORMANCE FOR SERVICES OUTSIDE US OR COLORADO

After award of the contract, Contractor shall provide written notice to the State within 20 days of the earlier to occur of either Contractor's decision to perform or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this requirement shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this requirement shall constitute a material breach of this Contract.

7.41 SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (SDVOSB)

In accordance with House Bill 14-1224, CNCC reports on contracts with Service Disabled Veteran Owned Small Businesses (SDVOSB). HB 14-1224 also allows for the application of a preference for SDVOSBs. In the situation where two or more comparable responses are evaluated, preference may be given to a SDVOSB. Bidders who qualify as SDVOSB under the terms of HB 14-1224 are requested to submit proof of certification with their response.

7.42 SMALL, DISADVANTAGED, MINORITY AND/OR WOMEN-OWNED BUSINESSES

CNCC hereby notifies all bidders in regard to any contract entered into pursuant to this advertisement, small and disadvantaged business enterprises will be afforded full opportunity to this advertisement and will not be discriminated against on the grounds of race, religion, color, sex, age or national origin in consideration for an award.

It is the State's goal to achieve maximum participation of minorities and women-owned businesses in the procurement process. Accordingly, minority and women-owned business enterprises are to be utilized whenever possible. By the submission of a proposal, the contractor shall agree to utilize the maximum amount of minority and women-owned business firms that the contractor finds to be consistent with the efficient performance of any resulting contract.

7.43 LIMITED COMPETITION

Because of the limited competition expected from registered ColoradoVSS vendors on this solicitation, the procuring agency intends to use both the ColoradoVSS and additional methods of vendor notification and may make the specifications available to non-registered vendors through additional means. However, responses submitted by non-registered vendors will not be opened or considered (except as necessary to determine ColoradoVSS registration status) unless, after examination of responses submitted by ColoradoVSS registered vendors, it is determined that there is not adequate competition among ColoradoVSS registered vendors. If adequate competition exists among registered vendors, responses from non-registered vendors will not be considered. A vendor is considered registered if its registration is completed on ColoradoVSS prior to the bid opening time or the due date for receipt of proposals. If a non-registered vendor is determined to be entitled to award, that vendor must register on ColoradoVSS before the commitment voucher can be issued. By submitting a response to the solicitation, the vendor agrees to register for ColoradoVSS as a condition of award. If the vendor does not do so in a timely manner, the agency may cancel the award and select another vendor.

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

1. **STATUTORY 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.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the 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. 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, contained in these statutes.
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, JURISDICTION, AND VENUE.** 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. **PROHIBITED TERMS.** Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.
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 **[Not applicable to intergovernmental agreements]** Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments,

and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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