

# COLORADO MOUNTAIN COLLEGE



**Request for Proposal  
Number #442-09**

## **Smallwares for New Kitchen Vail/Eagle Campus**

**Due:**  
August 14, 2009

**Buyer:**

Colorado Mountain College  
Linda Ouellette, C.P.M.  
Procurement Specialist  
831 Grand Avenue  
Glenwood Springs, CO 81601

**COLORADO MOUNTAIN COLLEGE**  
**REQUEST FOR PROPOSAL #442-09**  
**Smallwares for New Kitchen Vail/Eagle Campus**

**I. INTRODUCTION**

Colorado Mountain College (CMC) is a two-year public college established in 1967, and includes three residential campuses and eight commuter campuses. The Colorado Mountain College District covers all or part of thirteen counties in Colorado, encompassing 12,000 square miles.

Our Vail/Eagle Campus is requesting bids for its Smallwares for a new kitchen in the new Battle Mountain High School for its Culinary Program.

**II. TIMELINE**

CMC reserves the right to modify this timeline at any time. Should the due date for proposals be changed, all prospective proposers shall be notified.

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|---|---|
| • Request for Proposals Released                            | August 03 <sup>rd</sup> , 2009            |
| • Deadline for Questions and Clarifications from Candidates | August 10 <sup>th</sup> 2009 at 5 pm MT   |
| • Proposals Due Date  | August 14 <sup>th</sup> , 2009 at 5 pm MT |
| • Targeted Award Date                                       | August 19 <sup>th</sup> , 2009            |

**III. SCOPE OF WORK**

Colorado Mountain College is seeking bids for the new Kitchen in the new Battle Mountain High School located across from our Vail/Eagle Valley Campus at 150 Miller Ranch Rd., Edwards, CO 81632

A separate spreadsheet is available and required for your pricing of all the smallwares requested. This is not an all or nothing bid; however, if CMC can realize a cost savings by buying all products from one vendor, we request you add a second bid, which is to include shipping, if you are awarded the entire bid.

Any added value suggestions are welcome in your response to this bid.

All products need to be received no later than Sept. 29<sup>th</sup>, 2009.

#### IV. SELECTION CRITERIA

Our selection committee for this project will evaluate submittals to identify the best value for the college. This Request for Proposal encourages you to submit value engineered ideas and suggestions as part of your submittal. Specifically, the selection committee will select the winning proposer based on the following criteria:

- A. Quality of Proposal/Services
- B. Ability to Meet Delivery Date Stated
- C. Company experience, including previous experience with the college
- D. Price
- E. References

#### V. TERMS & CONDITIONS

A. *Submittal Instructions:* All bids must go through Rocky Mountain Bid net. If you are not a member of Rocky Mountain Bid net you will need to access their web site and sign up as a new vendor, this is a no charge service at [www.RockyMountainBidSystems.com](http://www.RockyMountainBidSystems.com) vendor registration or log in. Only those submittals on line through Rocky Mountain Bid Systems will be accepted on or before 5:00 Mountain Time, August 14, 2009.

B. *Copies:* No Copies, Electronic Submittals only

C. *Proprietary Information:* If you are submitting any information you consider proprietary, please clearly mark it "Proprietary Information." If the Purchasing Manager concurs, this information will not be considered public information. Pricing information cannot be considered proprietary.

D. *Signature Block:* All proposals must be signed by an authorized agent of your firm. Any firm or individual submitting a signed proposal shall be deemed to have read and understood all the terms, conditions, and requirements of this Request for Proposal.

E. *Refusal:* CMC reserves the right to refuse any and/or all proposals, or any part thereof.

F. *Withdraw Proposal:* You may withdraw your proposal at any time prior to the date and time set for closing.

- G. *Discussions/Negotiations:* CMC reserves the right to conduct discussions with proposers, to accept revisions of proposals, and to negotiate price changes at the sole discretion of the Purchasing Manager. During this discussion period, CMC will not disclose any information regarding proposal submittals. Upon the execution of the contracts, the proposals will become public record and contents will be disclosed upon request.
- H. *Award:* Awards shall be made to all responsible proposers whose submittals are determined to be advantageous to CMC based on the evaluation factors described above. Price, although a consideration, may not be the sole determining factor. CMC reserves the right to ask for the “Best and Final Offer”.
- I. *Pre-award Presentations:* The College reserves the right to require presentations from the highest-ranking proposers, in which they may be asked to provide additional information.
- J. *Contract:* The successful proposer is expected to enter into a standard contract with Colorado Mountain College.
- K. *Indemnification:* Successful Proposers shall indemnify and save CMC harmless, to the extent permitted by law, from any and all claims, demands, suits, and actions which may arise from errors or omissions caused by the Proposer in conjunction with its contractual obligations including, but not limited to, obligations for the preparation of any and all documents required by CMC in conjunction therewith, and shall defend all suits, in the name of CMC when applicable, and shall pay all costs and judgments which may issue thereon.
- L. *Insurance:* Successful Proposers shall have their insurance company send the CMC Purchasing Department a currently in-force Certificate of Insurance which indicates that insurance coverage has been obtained, including professional liability, which meets the minimum requirements as are required by Colorado law for work performed by the Proposer. “Colorado Mountain College” shall be named as an additional insured. The Proposer shall be responsible for notifying the CMC Purchasing Department of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy.
- M. *Illegal Aliens:* By submitting a proposal, a Proposer certifies pursuant to C.R.S. § 8-17.5-102(1) that, at the time of proposal submission, it does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the Basic Pilot Program that is administered by the United States Department of Homeland Security in order to verify that it does not employ any illegal aliens.
- N. *Limitation of Multiple-Fiscal Year Obligations:* All financial obligations of Colorado Mountain College (CMC) under this contract subsequent to the fiscal year in which signed are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the CMC Board of Trustees. This contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4) (b) of the State Constitution (Amendment 1).

**VI. SIGNATURE BLOCK**

*Note: Please return this page with your proposal.*

The undersigned, an authorized agent of his/her company, hereby certifies:

- ( ) the receipt of \_\_\_\_\_ addendums,
- ( ) familiarization with all terms, conditions, and specifications herein stated,
- ( ) vendor is qualified to perform work and services as proposal,
- ( ) that the proposal is valid until \_\_\_\_\_ (date).

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer ID Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Type of Entity (S-Corp, LLC, etc?)

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Web Site, if available

\_\_\_\_\_  
Email Address