

Request for Information Colorado Interagency Taskforce

April 3, 2018

Response Due April 30, 2018

To Whom It May Concern:

The State of Colorado is embarking on a groundbreaking multiagency project that consolidates existing tools, resources and templates to help Coloradans plan for and navigate career and education choices throughout their complex lives, serving everyone from middle schoolers to adults. We envision an online platform where users input information about themselves, set career and education goals and manage their benefits and programs—such as unemployment, healthcare and more—in one comprehensive hub that will house their plans and accomplishments throughout their lives. On the backend, this system would allow for secure data sharing among agencies and organizations to better serve Coloradans holistically. In short, we want to create a system that revolutionizes case management for both providers and clients.

This is a rare opportunity to build a bold, innovative platform that can change the way state government delivers services to its citizens. We invite your creative ideas on software or technology solutions and ask that you meet five core functionality goals:

1. Online, personalized career, education and training “Journey”
2. Highly engaging and interactive
3. Use of tools and activities from multiple agency/organization platforms
4. Individual, non-duplicated user portfolio
5. Professional collaboration and support

To guide your thinking, we have expanded on these functionality goals, starting on the first page of the RFI and with additional prompts on page 7. You do not need to answer all of the questions listed there, but they should provide a better picture of our concerns and what we expect to accomplish.

We hope you can join us on this exciting venture. Please contact us with any questions or clarifications you may have as specified within the RFI.

Best,
Julia Pirnack, executive director of College In Colorado

Background

For more than a decade, College In Colorado (CIC), a division of the Colorado Department of Higher Education, has hosted a trusted and reliable online resource to help more of our state's students—in particular, students of minority and lower income communities—to prepare for, enroll in, and succeed in postsecondary education. During this time, the CIC websites (CollegeInColorado.org, OwnYourFutureColorado.org, COAdmissionsTool.org, Money101.org, COTrainingProviders.org), outreach, events and training services, have been available free of charge to all users in the state of Colorado regardless of age. The platform has supported numerous state agencies and organizations in their efforts to provide particular populations, including adults, foster youth and incarcerated people, with postsecondary and career planning tools and information. Although CIC has expanded to serve diverse groups of Coloradans, its core federal funding ends June 30, 2018.

The end of federal support has prompted CIC to propose a shared funding model to partner agencies and organizations. This situation has also provided the opportunity to review, assess and consider updated products and services. The Colorado Department of Higher Education and CIC are working collaboratively with several other state agencies and key partner organizations in a task force to jointly identify the most valuable education, training and career planning tools and resources that will meet the needs of stakeholders in the State.

Task Force Overview

In June 2017, in response to the reality that CIC's base federal funding stream will be discontinued as of June 30, 2018 (FY2018), the Colorado Workforce Development Council (CWDC) agreed to finance and host a three-part working session with CIC's key partners, including the CWDC and the Colorado Departments of Labor and Employment (CDLE), Higher Education (CDHE), Education (CDE), Corrections (DOC), and Human Services (CDHS) along with an outside consultant to develop a common vision and potential strategy for moving forward. The partners asked two basic questions: are the products and services that CIC provides to users throughout the State important to continue, and if so, is there interest in collaborating on funding and design of a consolidated cross-agency platform for career, education and training exploration and planning? The partners concluded that career, education and training exploration and planning tools and services are of value, and there is interest in collaboration.

The Colorado Workforce Development Council agreed to house an 18-month multi-agency task force dedicated to exploring the collaboration's product and service mix. State agency task force representatives, both executive (funding) sponsors as well as advisory executive teams, continue to gather information on and evaluate highest priority features and tools as articulated by subject matter experts, front-line professionals and case managers. They are also exploring best-in-class features and tools available on agency portals. Focus group outreach and survey work has been accomplished, and preliminary results suggest a set of essential activities and features for a new system. Over time, it is envisioned that as new user groups and/or agency partners are added, selected tools and features from those partner systems could also be integrated, all with the goal of helping Coloradans obtain, through education and training, meaningful employment.

Task Force Vision

Our mission is to deliver a sustainable, modern and personalized web-based service that securely stores and organizes education, training and career planning information both into individual user portfolios and for professional case management.

We enable students, families, job seekers, professionals and other stakeholders to explore and navigate relevant education, training, and career/job pathway options.

Our team demonstrates multi-agency collaboration using career pathways, web-based services and data integration to holistically support stakeholders in their journey to meaningful employment in valued careers through lifelong education and training.

The Opportunity

This Request for Information (RFI) is the method by which your organization could help Colorado define a truly groundbreaking system, both in its innovative product design as well as its multi-agency integration and collaboration goals. We are asking you to tell the Multi-Agency Task Force (MATF) how your unique solution may implement their vision from a technological, product mix and data sharing perspective, at what approximate cost, and in what time frame.

We have itemized many of the characteristics envisioned by the MATF for the system and activities within. We realize your solution may have only some of the desired features; however, we are interested in hearing what you do have, what you could build and/or what your partners could build— as well as what may not be feasible from your standpoint. This information will assist us to understand architectural and functional options that are feasible and to scope the project more effectively.

Vendors that receive or access this RFI and that would like to participate should acknowledge receipt and their intention by sending an e-mail to Julia.pirnack@cic.state.co.us with a cc to Twyla.Esquivel@cic.state.co.us by **April 9th 2018**. This will enable us to include you in the question and answer process. In your acknowledgement include your name, title, organizational name, e-mail, phone number and brief description of your core competencies.

RFI Submittal Timeline

RFI released to vendors and posted	April 3, 2018
Submit intention to participate	April 9, 2018 5:00 PM MST
Questions from vendors deadline	April 13, 2018 5:00 PM MST
Response to questions deadline	April 18, 2018 5:00 PM MST

RFI submittal from vendors due

***April 30, 2018 5:00PM MST**

*Late submissions will not be considered.

Submit your questions on the RFI during the April 3 through April 13 timeframe to Julia.Pirnack@cic.state.co.us. By April 18, answers will be sent via e-mail to all vendors that submit their intention to participate in the RFI.

To submit your response to the RFI, provide answers to questions as briefly and comprehensively as possible, recognizing this is not a Request for Proposal and we do not expect a great deal of detail. E-mail your submittal to Julia.pirnack@cic.state.co.us with a cc to Twyla.Esquibel@cic.state.co.us by the April 30, 5 p.m. Mountain Standard Time deadline. Please keep your response in Microsoft Word format where possible.

Additional Information

Although RFI responses may then generate a Request for Proposal (RFP) or a sole-sourced contract being issued, the State of Colorado offers no implied or actual guarantee that any further action will be taken on this proposed project at this time or any time in the future.

Your responses will be kept confidential among MATF members unless express permission is granted by you to the State to release all or part of your response.

Attachment I itemizes General and Colorado Special contract provisions that will be expected, among others, in the event a contract is executed. Vendors responding to this RFI should be aware of these provisions and expect they will be required in any contract with the State. Other terms and conditions will also apply.

The Task Force will likely want to review submittals “blind” – that is, without knowledge of which vendor submission is being reviewed. Anything that you can do to minimize references to your organizational name in your submittal (outside of the obvious cover letter areas) would be greatly appreciated.

Functional Concepts and Requirements

Definitions

Activity – A guided unit of work that a user completes, regardless of from which agency or tool the work originates

User Profile (portfolio) – The online data collection of user demographics, artifacts, activity outcomes and supporting entity additions

Journey (Personalized Plan) – The system- or professionally-modified series of activities suggested for the user, based on their profile, that helps them explore careers, jobs, education and training opportunities and plan for their attainment

Itinerary – The sequence of activities in the user’s Journey

I. Core Functionality Concepts

The following five key characteristics describe, in concept, the desired future state core functionality envisioned for this project.

Online, personalized career, education and training “Journey”

Based on data elements in the user’s profile, with pre-defined user archetypes as the starting point, the system will map out an online personalized “Journey” – an itinerary of suggested activities for each user to accomplish. Their Journey could include career exploration, job planning, work-based learning opportunities, living assistance, content/resource blocks, postsecondary pathway selection, academic planning and more. As more information is known in the profile through activity completion, the Journey itinerary is updated and refreshed. The system will also question the user at strategic points to further refine the itinerary and profile.

Highly engaging and interactive

The system should meet Colorado statewide users where they are. Content and graphics should be age appropriate and facilitate both systematic planning over time as well as provide quick one time “find-it and use-it” features for a current need. Each activity should help the user understand why the activity is important along with possible next steps upon completion. The design must be mobile-friendly, use responsive design for all devices and meet or exceed standards for use by those with disabilities. Mobile apps are desired for all or components of the system as feasible. The platform will serve all ages of users; secondary, postsecondary and adults, and should offer translation to multiple languages – at minimum, Spanish language.

Use of tools and activities from multiple agency/organization platforms

Activities, content and resources that comprise the itinerary stops of the user’s Journey may be hosted on any one of several partner agency/organization websites or platforms. A secure API or other technology will enable the user to visit and accomplish tasks required by their Journey on other platforms as well as capture data elements that should be stored in the user portfolio and each agency site upon activity completion. Single sign on between participating agency systems/sites is highly desirable.

Individual, non-duplicated user portfolio

The system will support an individual portfolio for each user that includes their profile and stored plans, transactions, artifacts and information resulting from system use as well as those artifacts that the user elects to upload. Key data elements stored will be transactional (i.e. will capture work completed each time and over time). Data in the user portfolio will be aggregated at the organization, State/Agency levels and may be mined

through strong ad hoc data retrieval and outcome analysis tools for professionals. Access to and storage of any Personally Identifiable Information will be highly secure and provide a user authentication system that ensures a unique portfolio instance for each individual.

Professional collaboration and support

Users may receive services and support from multiple partner agencies and organizations. A user must be able to specify organizations with which they wish their portfolio to be associated. Associated organizations may view, monitor progress and update the user's Journey itinerary, as well as interact with the user within the system. An integrated case management feature that allows professionals to track their engagement with each user, specify users that may view certain user data elements and collaborate with other professionals should also be available to the system. For example, a job-seeking adult using the platform may be working with a workforce center while taking classes at the local community college. At the user's invitation, professionals at both of those organizations should be able to view the user's portfolio and exchange information with each other through the case management system.

II. Envisioned System Elements

Each of the five key characteristics is discussed in further detail in this section.

Personalized Journey

- Information in the user profile and their selections and work completed within the System (including on participating agency sites) should drive System-suggested activities (the Itinerary). How the profile elements relate to the activities that must appear on a user's itinerary will be quantified by agency subject matter experts through the definition of up to 10 user archetypes during the system design phase. See Attachment II for Journey Itinerary samples for several user archetypes. Other direct relationships between a profile element and an activity to be added to a archetypical Journey may also be defined.
- As part of the account creation process, the System must include a short current needs/concerns assessment that would be administered to the user to inform the System-suggested activities and ultimately to track the value of the system to users. How the needs/concerns answers relate to the activities that must appear on a user's itinerary and will be quantified by agency subject matter experts through the definition of up to 10 user archetypes during the system design phase. See Attachment II for Journey Itinerary samples for three user archetypes.
- At strategic points during use of the system, questions should be posed to the user that further defines their interests or needs. The user's answers, stored in their profile, may drive additional activities being added to their itinerary as specified by agency subject matter experts during the system design phase.
- Key data and profile elements from our current legacy system must be imported into the proposed platform enabling that data to bear upon the itinerary and journey for those users.
- Supporting professionals can suggest or require System activities and content/resource blocks to be added to an individual's or group's Journey Itinerary as well as remove activities and content/resource blocks. A configuration option should be present that allows professionals to "turn-off" system journey mapping feature so that they can build specific common journeys for groups of users.

- Supporting professionals can add off-System activity, document or resource links to a user's or groups itinerary (with the understanding that no data would be captured, but artifacts from that activity could be uploaded into the portfolio).
- Visual display of the Journey itinerary should be simple, engaging and interactive. The user or supporting professional should be able to schedule and display activity completion targets and achievement milestones as well as (point and drag) to reorder the system-generated itinerary sequence.
- A configuration option for a notification system to remind user what's next and of deadlines should be available for both advisors and users if desired and when an activity schedule is used. Texting should be an opt-in option for delivering reminders.
- Activities should not only present a function to be completed (the "what"), but should also provide the "why"—the activity's importance in context of present realities and hoped for outcomes. An example would be an activity to explore and compare career salaries and outlook should also include discussion about cost of living. **NOTE:** If your proposed system architecture does not include any activities as described, consider and describe how user will be presented with these activities, whether from agency portals, created by your organization, or through partnerships with other providers or sources, and how data from completion of these activities will flow into the user portfolio.
- Most prominent activity themes:
 - Those targeting and providing access to information on skills development and work-based learning along with more traditional education and training options;
 - Those that help the user understand alternate postsecondary options, pathways to attain skills, education and jobs, and the realities inherent in their choices;
 - Those that assist the user understand and take action during critical transitions including middle to high school, high school/GED to postsecondary, career/job loss or change;
 - Those that allow for measurement of competencies, qualities and skills, including academic and industry-based certificates, along with more traditional measures such as GPA and degree attainment
- Activities should be developmentally and age appropriate. This can be accomplished through age/grade-specific activities or adaptive activities.
- Data regarding System activities viewed, started and completed by the user, along with data elements specific to that activity, should be added to the user portfolio as well as to the applicable agency's database as specified by agency subject matter experts during the system design phase.
- Online assistance and additional learning opportunities should be available upon request and delivered in context for those using the site independently

Engaging, current and Interactive

- Content and activities should be accessible and age/situation-appropriate for grade 6-12 students and individuals at postsecondary institutions, all partner agency locations, within corrections and for independent use.
- In addition to more standard profile elements for career and programs, content and activities should include skills that are data driven by employer needs to help address the skills gap. To make activities more relevant,

tools to help connect students with employer work-based learning experiences should be available in the system.

- Data on careers, top jobs, colleges, training providers etc. should be current, timely and brief with capability for a deeper dive at user request.
- Communications tools should include texting when user selects this method of communication. For professionals, the platform should include strong reporting tools for not only pre-defined formats to track outcomes, but also ad hoc report creation. Data from use of system should be collected with each transaction to retain history of key activities and user decisions. Data should be available to the user, each organization and across associated organizations (aggregated), such as school districts, workforce centers, etc.
- The system should be accessible to those with all types of disabilities and meet 508 standards.
- Product should foster self-directed, autonomous use as well as with advisor assistance and intervention, mobile app(s) creation/deployment are encouraged.

Tools from multiple agencies

- As appropriate and pre-specified, partner agency/organization platforms, apps and systems may be accessed and used as activities within a user's Journey.
- Data may be transferred (both ways) via a secure API, other real-time secure data transfer technology or batch processes.
- Single sign on should be enabled so that the user does not have to maintain multiple account credentials.
- User prompts may be utilized to provide additional information at the onset or completion of an activity to collect necessary information for that activity, allow the user choices about how or where to proceed, explain the value of the activity and/or to provide next steps or additional resource suggestions.
- During the design/development phase of the project, agency technical staff will provide detail on their data models and how data elements that result from user activity must be transferred and stored.
- During the design/development phase of the project, rules will be defined regarding how each activity relates to user archetypes (to create the user Journey) along with the specific data elements that must be stored.
- Users must be given the option to transfer or browse to upload any artifacts that result during their use of an agency activity or from previously completed activities or work off-site.
- Users must be given the option to record observations and/or reflect on the activity when completed.
- Although activities may exist on different agency sites, the system should allow for transitional content and instruction to be offered to the user to provide context and particularly, to facilitate easy movement between and back to their Journey itinerary.

Attachment III provides a chart of selected websites and activities that may be considered for use in the System. For the purposes of this RFI, please indicate your system's requirements or standards for data exchange and interoperability.

User portfolio

- Initial profile elements contemplated for user: Unique identifier, name fields (3), zip code, veteran status, DOB, highest level of education attained, HS/HSE year, employment status, preferred contact method: text, email, school/organization connection(s) – ensure a very short account creation process.
- The System should allow documentation of the user's activities, work, goals and achievements both for activity transactions (where appropriate) as well as over time even if a tool or resource is used multiple times.
- Results from the needs assessment administered to the user upon account creation (that allow the user to select which issues or concerns are currently top-of-mind) must be stored in the portfolio. This information, in conjunction with the other basic profile elements, will help map the initial Journey itinerary. It would also be valuable to allow an advisor to add a limited number of additional questions to the needs assessment that may be more applicable to their specific organization that would inform the case management system.
- The portfolio should provide secure storage for personal documents, projects, applications, etc. and a method to organize, download or view the information so that it may be easily found.
- Some "storage" may be links to other services to prevent duplication of documents.
- Existing College In Colorado users have data stored in their current portfolios. Some of this data must be imported into the new System so that users don't lose their individual career and academic plans. It is desirable that some of these data elements be added to the profile and are used to inform Journeys on the new platform.
- Professionals that the user has invited to view their portfolio must be able to view artifacts that the user has stored in their portfolio.
- Users may elect to designate some data elements or artifacts as private.
- The system should feature a method to allow professionals to shield some data elements or artifacts (pre-determined) from other professionals at their agency/organization or allow access to certain data elements to only those other professionals specified.
- The user portfolio should be able to accept and record authorized advisor- or parent-provided data, comments and modification to a user's itinerary.
- Users should have multiple ways to remember and retrieve their login information, several paths to authenticate, tools to merge duplicate accounts when known.
- User profile data should be added over time as known and drive adjustments to activities, resources and content that are prominently available to the user.

- Users should be able to select activities, documents or other information in their portfolio to become part of an online personal “presentation” portfolio suitable for use in conjunction with job or college applications.

Collaboration and support

- Employers, parents and multiple agency partner professionals may connect to, view and interact with user portfolio securely and privately with user invitation/permission.
- Most users may share selected work from the site with others, in both electronic and formatted hardcopy, including family, partner agency professionals and employers or on social media. This includes both standard features and content pages in the system, plans developed, and personal results from activities.
- A configurable option to prohibit connections to social media, communication and sharing tools and internet access to individuals and groups must be available.
- The system should offer tools for professionals to easily create and tabulate user surveys.
- Individual organizations must be able to view individual user portfolios and data, define groups and aggregate data by groups.
- Agencies or related groups of organizations must be able to aggregate data from the system based on predefined agency/group collectives.
- Professionals should be able to see other professionals’ work and comments related to a user (case management), within an organization and, with specific permissions, across user-connected agencies.
- Employers have an online form or other means to enter work-based learning opportunities for review by appropriate users and professionals (may be currently available on agency site but data integration necessary to inform journey).
- Curriculum including lesson plans should be available for activities and overall series of work.
- Delivery of resource information as well as technical or implementation assistance should happen in context and at the activity level rather than just in a library format.
- Pre-defined reports as well as the tools to create ad hoc reports should be provided.

III. RFI Response

Before answering the questions below, describe your reaction to the Key Characteristics described above. Have you worked on similar types of deployments before? Do you have or know of any solutions operating within the United States with most of these capabilities and characteristics? If so, by whom (agency or state, not vendor)?

Your submittal must include answers to Questions 1-6 (bolded) below.

1. **What is the proposed architecture and your solution to accomplish the five Key Characteristics desired for the Portal?** Note that we are not wed to any particular system architecture nor do we have a buy vs. build preference. In your response, you may use content, screenshots, diagrams, video or other media to describe your solution's core features and functionality. If your solution requires partnerships with other vendors or applications, please include those potential collaborators. Your response could include answers to some or all of the following questions as applicable to the architecture you propose:

- If your proposed solution includes content, tools or features from the Priority Features List (see Attachment IV), itemize those and provide illustrations [**response to this bullet is required**].
- Detail your proposed user security and authentication method between partner agencies.
- Is your solution hosted? If so, is the environment Federal Risk and Authorization Management Program (FedRAMP) certified?
- How many simultaneous users could be supported?
- How will you migrate data from our legacy system to your solution?
- What technologies are used in your solution (e.g. .NET, JavaScript, CSS, SQL, etc.)?
- Is your solution accessible on a browser? If so, which browsers and browser versions are supported?
- Which operating systems are compatible with your solution?
- Describe how your solution supports mobile rendering, uploading and viewing; is separate development for mobile required or do the same forms developed for the client or browser version automatically update for mobile?
- Does your proposed solution include mobile app(s); for all or which components?
- Please detail how your solution provides security for information, i.e. encryption (both at rest and in transit), role-based security, etc.
- How does your system integrate with other third-party systems?
- How is data imported/exported or exchanged with other third-party systems?
- If your application is cloud-based, how will our data be kept safe and separate from the data of other customers? Describe the security applications and protocols implemented to prevent unauthorized access to all hosted data and configuration settings, including on-site and remote access authentication.
- If the solution is hosted, describe your disaster recovery plan and continuity of operations plan. Will this be available for review on a regular basis?
- How often is your solution upgraded?
- Describe how your solution supports uploading and downloading files in their native formats. Indicate the acceptable formats. What are the limitations to this?
- Does your solution have a viewer to preview documents without downloading them? If so, are there any limitations to the file types that render well in the viewer?

- Is your solution ADA (Americans with Disabilities Act) compliant? Some important requirements include:
 - Compatible with screen reader (e.g. JAWS)
 - Information conveyed visually does not rely solely on colors
 - Compatible with voice recognition solution (e.g. Dragon Naturally Speaking)
- Does your solution require a local thick client installation? Provide details including any operating system limitations.
- How much customization is available?
- What server software is compatible with this product?
- Can this product work effectively on a multi-platform network?
- Beyond typical network or desktop equipment, what additional hardware is needed for optimal operation of this product?
- How does this product work with hardware and software based security applications?
- Are there special network requirements (LAN or WAN) for optimal operation of this product?
- How much memory is required on the host machine?
- What is the minimum processing speed required for optimal operation of this product?
- What telecommunications connectivity or speeds are required for optimal operation of this product?
- Does this product have any known conflicts or incompatibilities with any software or hardware (including firewall products)? If so, describe.

2. What is your product design philosophy, and how do you engage your clients in the product scoping, design and development process?

3. Based on what you know about the Portal functional goals, create a wireframe for a Journey itinerary and include a narrative describing how the user would interact with the wireframe view(s).

4. What are design/development and implementation expectations and process for your team and ours?

Your response could include answers to some or all of the following questions as applicable:

- What is your delivery model for new implementations?
- What is your delivery model for training internal technical staff?
- How long might your solution take to implement? Is the solution “out of the box” or would it be developed? If developed, would it be developed in stages?
- Once a contract is executed, how long would it take to start our implementation?
- What level of internal IT resources will be needed to maintain your solution?
- What type of internal technical support is offered for your solution? Does it require an additional fee?
- What are the hours for technical support?
- How much training do you estimate would be required in order to manage this product?
- How much training do you estimate would be desirable in order to use this product?
- What are the roles and responsibilities for your company and for our team during the implementation process?

5. What type of end-user/customer support systems are available, including on-line, in-context help systems or chat capacity, lesson plans and curriculum, explanatory and/or training materials, marketing information and supporting materials or the like?

6. What is the estimated cost or cost range to develop, deploy and maintain your solution? Your response could include answers to some or all of the following questions as applicable:

- Will the State own the source for your proposed solution?
- What is your estimate of cost to build?
You may include strategies to allocate cost over time, relate cost to key deliverables including phasing or other methods to reduce the State's cost of ownership.
- What is the cost structure for operations and maintenance of the system over time; describe upon what basis the agencies, organizations and/or end users would be charged.
- What is the cost structure for implementation support, training (internal and end user) and materials?
- What is the cost for technical support?
- Provide a sample of your Service Level Agreements (SLAs) at various technical support and expected performance levels.
- What is the estimated cost to transfer data from our legacy system to your solution?
- Aside from the data transfer from our legacy system, are there any other initial (one-time) costs for this solution, and, if so, what are they?
- By what strategy is use of your solution priced? Please provide estimates of cost at various usage levels
- Is there an annual subscription or renewal fee required?
- Are discounts offered for volume use or educational entities?
- Approximately how often are major updates available and is there typically a charge for upgrades?
- What other costs may contribute to the total cost of building and owning of your solution?

7. Other questions to consider and answer as you wish

- Is your proposed solution currently in use by any governmental agencies in Colorado? If so please provide a contact reference.
- Please tell us about the history of your company and solution. What market was your solution originally built to serve and/or what problem(s) was it meant to address?
- How is your solution different than those offered by your competitors?

ATTACHMENT I – SELECTED CONTRACT PROVISIONS

Colorado General and Special Contract Provisions

1. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§1.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions,

deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in **§2** of the main body of this Contract.
- ii. The provisions of the other sections of the main body of this Contract.
- iii. Exhibit A, Statement of Work.
- iv. Exhibit B, Sample Option Letter.
- v. Exhibit C, Form of Task Order.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S.

(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§1.A.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §Error! Reference source not found. may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §10.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

2. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

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

A. CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. 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 **(i)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts

required by law, **(ii)** provide proof thereof when requested by the State, and **(iii)** be solely responsible for its acts and those of its employees and agents.

E. 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.

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

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

H. 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.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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.

J. VENDOR OFFSET. §§24-30-202(1) and 24-30-202.4, C.R.S.

[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.

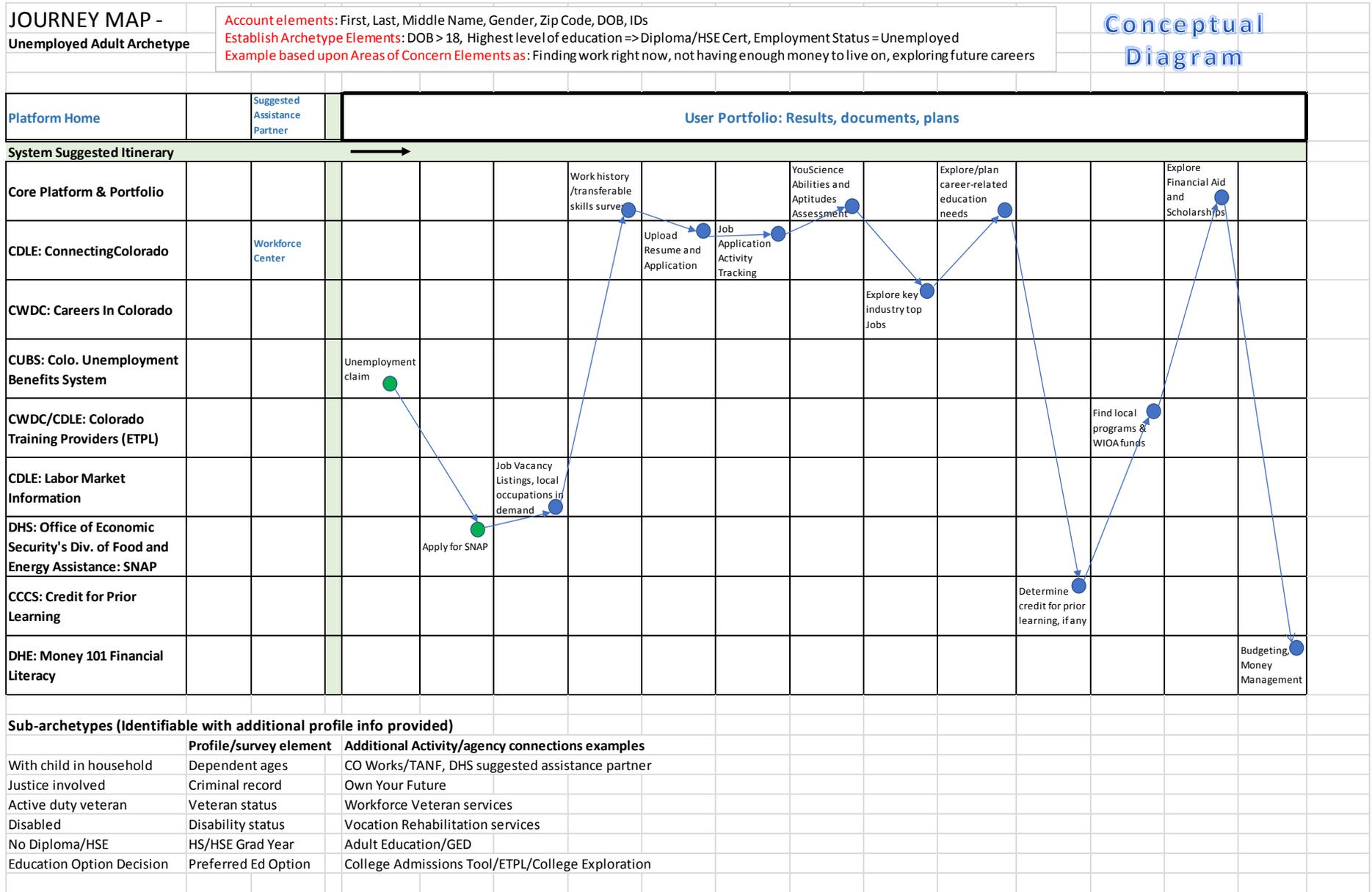
K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[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 established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., 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 (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the State 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 State program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., 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.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

ATTACHMENT II – JOURNEY ITINERARY SAMPLES



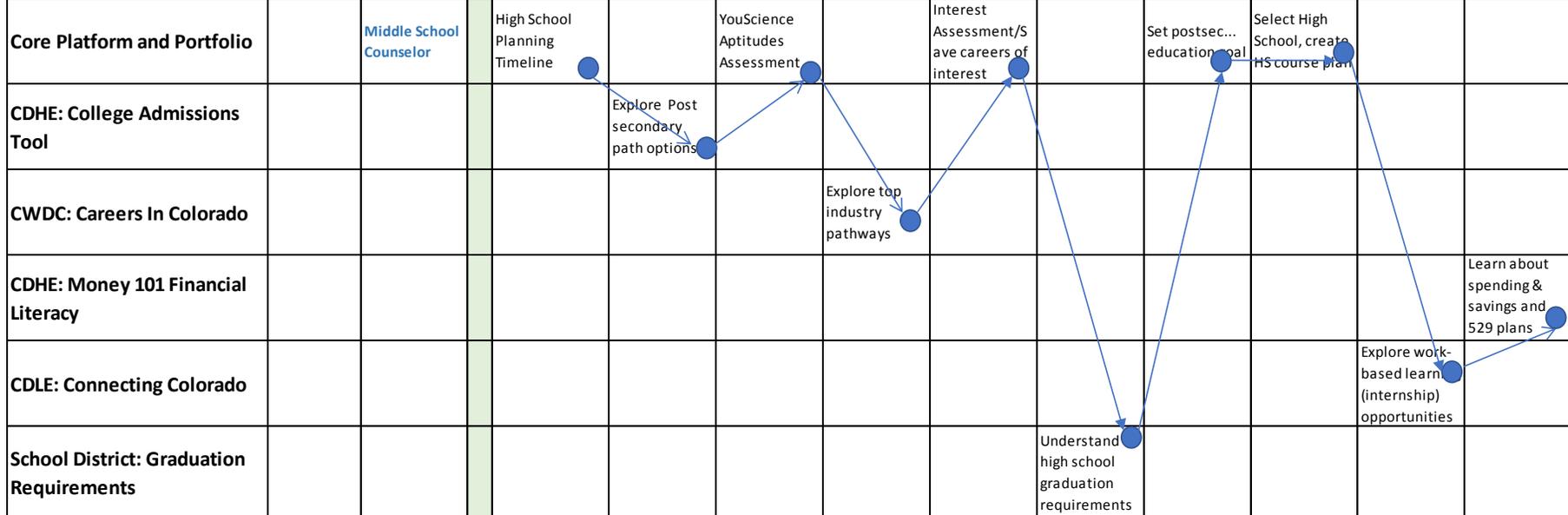
JOURNEY MAP -
Middle to High School
Transition Archetype

Account elements: First, Last, Middle Name, Gender, Zip Code, DOB, IDs
Establish Archetype Elements: High School Grad Year = 2022 to 2024
Example based upon Areas of Concern Elements as:

Conceptual
Diagram

Platform Home	Suggested Assistance Partner	User Portfolio: Results, documents, plans
----------------------	-------------------------------------	--

System Suggested Itinerary →



Sub-archetypes (Identifiable with additional profile info provided)

	Profile/survey element	Additional Activity/agency connections examples
In Foster Care	Foster	On the Right Path resources
Disabled	Disability status	IEP, SPED resources
Homeless	Homeless	Own Your Future

JOURNEY MAP -
High School to Work
Archetype

Account elements: First, Last, Middle Name, Gender, Zip Code, DOB, IDs
Establish Archetype Elements: High School Grad Year = 2019 to 2022
Example based upon Areas of Concern Elements as:
Postsecondary and Workforce Goal activity completed and stated = Direct to Work

Conceptual
Diagram

Platform Home	Suggested Assistance Partner	User Portfolio: Results, documents, plans
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System Suggested Itinerary →

Core Platform and Portfolio	High School Counselor	Interest Assessment/ Save careers of interest	YouScience Aptitudes Assessment	Explore top industry pathways	Identify CE Opportunities for Skills Attainment	Understand high school graduation requirements	Confirm postsec.. workforce	Create or update HS/CE course plan	Learn about spending, money management	Explore work-based learn (internship) opportunities
CWDC: Careers In Colorado										
CDHE: Money 101 Financial Literacy										
CDLE: Connecting Colorado										
School District: Concurrent Enrollment (CE) Options										

Sub-archetypes (Identifiable with additional profile info provided)

	Profile/survey element	Additional Activity/agency connections examples
In Foster Care	Foster	On the Right Path resources
Disabled	Disability status	IEP, SPED resources
Homeless	Homeless	Own Your Future

ATTACHMENT III – PRELIMINARY CHART OF AGENCY PORTALS AND ACTIVITIES

Preliminary/Sample Systems/Platforms to be connected to multi-agency partnership portal

AGENCY: Colorado Department of Higher Education (source owned by DHE)

Platform Name and URL	Specific Tool/Feature	Tool/Feature URL	Data Exchange Desired?
http://www.cicmoney101.org/ (Money 101)	All 10 online financial literacy lessons, facilitator oversight	http://www.cicmoney101.org/Course-Catalog/Psychology-of-Money.aspx	Yes
		http://www.cicmoney101.org/Course-Catalog/Income.aspx	Yes
		http://www.cicmoney101.org/Course-Catalog/Money-Management.aspx	Yes
		http://www.cicmoney101.org/Course-Catalog/Spending.aspx	Yes
		http://www.cicmoney101.org/Course-Catalog/Saving.aspx	Yes
		http://www.cicmoney101.org/Course-Catalog/Credit.aspx	Yes
		http://www.cicmoney101.org/Course-Catalog/Insurance.aspx	Yes
		http://www.cicmoney101.org/Course-Catalog/Paying-For-College.aspx	Yes
		http://www.cicmoney101.org/Course-Catalog/Identity-Theft.aspx	Yes
https://www.coadmissionstool.org/ (College Admissions Tool)	Build Options Wizard, Matching Colleges List, Compare, My Progress, My Scorecard, My Plan	https://www.coadmissionstool.org/admissionstool#/criteria/pathway	Yes
		https://www.coadmissionstool.org/admissionstool#/matching-college-list	Yes
		https://www.coadmissionstool.org/admissionstool#/compare	
		https://www.coadmissionstool.org/admissionstool#/my-progress	Yes
		https://www.coadmissionstool.org/admissionstool#/my-scorecard	Yes
		https://www.coadmissionstool.org/admissionstool#/my-plan	Yes
https://www.cotrainingproviders.org/?auth=0#/ (Colorado Training Providers – ETPL)	Program Options by CIP, Compare Favorites, Explore Career/Program connections, Provider	https://www.cotrainingproviders.org/Search#/Program/	
		https://www.cotrainingproviders.org/Search#/Compare	Yes
		https://www.cotrainingproviders.org/#/explore	
		https://www.cotrainingproviders.org/Search#/Details/Provider/	Yes

AGENCY: Colorado Department of Higher Education

Platform Name and URL	Specific Tool/Feature	Tool/Feature URL	Data Exchange Desired?
https://cof.college-assist.org/ (College Opportunity Fund)	Eligibility content, application	https://cof.college-assist.org/Home/Faq#public-college-eligibility-requirements https://cof.college-assist.org/Apply	Yes
https://highered.colorado.gov/Academics/Transfers/gtPathways/curriculum.html (Guaranteed Transfer (GT) Pathways Tool)	Curriculum/Courses; browse and each of several course categories	https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx?cat=GT-CO1 https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx?cat=GT-CO2 https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx?cat=GT-CO3 https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx?cat=GT-AH1 https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx?cat=GT-AH2 (etc...)	
http://studycolorado.org/ (Study Colorado)	Explore Schools (under construction), how-to content, about Colorado and site	http://studycolorado.org/explore-school/ http://studycolorado.org/ask-2/ http://studycolorado.org/more/ http://studycolorado.org/for-parents/	
http://launchmycareercolorado.org/ (Launch My Career Colorado)	Favorite searches, search results	http://launchmycareercolorado.org/jobs/ http://launchmycareercolorado.org/majors/ http://launchmycareercolorado.org/schools/ http://launchmycareercolorado.org/industry/	

AGENCY: Colorado Department of Higher Education and Colorado Workforce Development Council

Platform Name and URL	Specific Tool/Feature	Tool/Feature URL	Data Exchange Desired?
https://www.careersincolorado.org/#/home (Careers In Colorado)	Industry, pathway, careers, education/programs, gap analysis	https://www.careersincolorado.org/#/Industry/Healthcare	Yes
		https://www.careersincolorado.org/#/Industry/Construction	Yes
		https://www.careersincolorado.org/#/Industry/InformationTechnology	Yes
https://secure.collegeincolorado.org/Own_Your_Future/Welcome.aspx (Own Your Future)	Content and tools including budgeting, scheduling, life skills	https://secure.collegeincolorado.org/own_your_future/your_life/_default.aspx	Yes
		https://secure.collegeincolorado.org/own_your_future/your_work/_default.aspx	Yes
		https://secure.collegeincolorado.org/own_your_future/back_to_school/_default.aspx	Yes

AGENCY: Colorado Department of Higher Education

Platform Name and URL	Specific Tool/Feature	Tool/Feature URL	Data Exchange Desired?
http://www.ciccollegeappmonth.org/ (College Application Month informational site)		http://www.ciccollegeappmonth.org/students-mainmenu	
		http://www.ciccollegeappmonth.org/students-mainmenu/64-public-college-listing-2	
http://www.ciccoloradoasset.org/ (Colorado ASSET informational site)		http://www.ciccoloradoasset.org/home/asset-eligibility-calculator/item/241-asset-eligibility-calculator	
		http://www.ciccoloradoasset.org/deferred-action	
		http://www.ciccoloradoasset.org/index.php/item/237-documentation	
http://www.ontherightpath.org/ (On the Right Path/Foster informational site)	Content and resources for foster, unaccompanied, homeless youth	http://www.ontherightpath.org/housing-matters	
		http://www.ontherightpath.org/money-matters	
		http://www.ontherightpath.org/health-wellness	
		http://www.ontherightpath.org/education	
		http://www.ontherightpath.org/career	
	http://www.ontherightpath.org/resources-for-living		

Other larger portals, such as Connecting Colorado (Career One-Stop) and the like will also likely participate.

ATTACHMENT IV – PRIORITY FEATURES DETAIL

Please reference and complete the attached Excel spreadsheet titled “Matrix for Vendors”