



STATE OF COLORADO  
REQUEST FOR PROPOSAL



COVER SHEET

Date: June 27, 2018 (8/21/18 update)

RFP Number: DHECIC-01

Return all Sealed Bids/Proposals to: Department of Higher Education  
1600 Broadway, STE 2200  
Denver, CO 80202

Primary Contact: Julia Pirnack  
Julia.Pirnack@cic.state.co.us

Proposal Due Date: August 24, 2018 at 5:00pm MT

Proposal Public Opening Time: N/A

TITLE: Multi-Agency Education, Training and Career Planning Platform  
Per the attached specifications, terms and conditions

F.E.I.N.: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_

Payment Terms:  
(Minimum of Net 45) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact for Clarifications: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

IMPORTANT:

The title of the RFP (noted above) must be on the outside of the Response Return Envelope.

*Note that the Colorado Department of Higher Education is not subject to the requirements of the Colorado Procurement Code. Prospective Offerors are urged to read the solicitation document thoroughly before submitting a bid/proposal. Show the following information clearly on the outside of the sealed package:*

Offeror's Name: \_\_\_\_\_

RFP # DHECIC-01 Multi-Agency Education, Training and Career Planning Platform

Proposal Due: August 24, 2018, 5:00 pm MT

Offeror's Email Address: \_\_\_\_\_

Checklist:

Confidential/Propriety Information: Included and as segregated pages on a separate USB \_\_\_\_ YES \_\_\_\_ NO

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR RESPONSE

# INTRODUCTION

## BACKGROUND

The Multi-Agency Task Force (hereafter “MATF” or the “Task Force”) is soliciting competitive, responsive proposals from experienced and financially sound organizations to host, build and/or integrate a multi-agency education, training and career planning platform that has numerous innovative components.

This RFP contains information to inform, guide, and direct the Offeror in preparing a comprehensive response for the Multi-Agency Education, Training and Career Planning Platform.

### The Opportunity

The State of Colorado is embarking on a groundbreaking multi-agency project that consolidates existing tools, resources and templates to help Coloradans plan for and navigate through education, training and career planning. We envision an online platform where users from middle schoolers to adults will input information about themselves and set career and education goals in one comprehensive hub that will house their accomplishments throughout their lives. The platform would also allow case managers to set goals and manage progress of their clients. On the backend, this system would allow for secure data sharing among state agencies and organizations to better serve Coloradans holistically. In short, we want to create a system that revolutionizes training and education-related 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:

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

This Request for Proposal is the method by which your organization could help Colorado deliver a truly visionary and sustainable 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 will implement that vision from a technological, product mix and data sharing perspective, at what cost, and in what time frame.

**Important note:** The State currently does not have adequate funds immediately available to build and deploy this platform. Rather than offer yet another ordinary, duplicative or narrowly focused solution, the MATF has elected to ask Offerors to locate and include funding for their proposal for the initial build. It is our belief, based on national research and recent discussions with other states and organizations, that this visionary product and partnership concept has broad appeal and utility at the national and state levels and demonstrating success with an integrated platform in Colorado would position the awarded Offeror for significant future sales revenue from other states. The MATF will provide the awarded Offeror team with project oversight assistance, access to and coordination of subject matter and technical expertise as well as key stakeholder and thought leader engagement across agencies and user groups in support of the project.

Competitive Offerors will include funding partners and/or strategies to finance the implementation of their proposal. Similarly, they may incorporate other future cost recovery or revenue generating strategies into the project to pay for ongoing licensing, operations and/or maintenance costs.

## **College In Colorado**

For more than a decade, College In Colorado (CIC), a division of the Colorado Department of Higher Education, has provided a trusted and reliable online resource to help more of our state's students—in particular, students of minority and lower income communities—to explore careers, envision a plan for their future and prepare for, enroll in, and succeed in postsecondary education. During this time, the CIC websites (CollegelInColorado.org, OwnYourFutureColorado.org, CoAdmissionsTool.org, Money101.org, CoTrainingProviders.org) along with 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 also supported numerous state agencies and organizations in their efforts to provide particular populations, including adults, foster youth and incarcerated individuals, with postsecondary and career planning tools and information. Although CIC has expanded to serve diverse groups of Coloradans, its core federal funding ends December 31, 2018.

## **Multi-Agency Task Force**

The end of federal support 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.

In June 2017 the Colorado Workforce Development Council (CWDC) agreed to finance and host a working session with CIC's key partners, including the CWDC and the Colorado Department 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 the 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 significant value to Coloradans, and there is broad interest in collaborating on more integrated and intuitive solutions.

The Colorado Workforce Development Council agreed to house an 18-month multi-agency task force dedicated to exploring the collaboration's potential product and services mix. Sponsoring agencies have provided financial support through June of 2019 to keep the State's existing platform in operation during the exploratory and potential new product build period. State agency task force representatives, both executive (funding) sponsors as well as advisory executive teams, have gathered information on and evaluated the highest priority features and tools as articulated by subject matter experts, front-line professionals and case managers. Focus group outreach and survey work has been accomplished. A Request for Information was administered during the last several months to explore best-in-class features and tools available from multiple Offeror and partnership groups nationwide. Results suggest a set of essential activities and features for a new system would generate sufficient interest to warrant further collaboration and solution development via a Request for Proposal to RFI respondents and other potentially interested organizations.

Over time, it is envisioned that as new user groups and/or agency partners are identified, selected tools and features from those partner systems could also be integrated; all with the goal of helping Coloradans obtain meaningful employment through education and training.

## **Task Force Vision**

Our vision 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.

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## SECTION 1 – ADMINISTRATIVE INFORMATION

### A. Issuing Office

This RFP is issued by the State of Colorado (State) for the benefit of multiple State agencies that comprise the Multi-Agency Task Force (MATF) including the Colorado Department of Higher Education (CDHE), the Colorado Workforce Development Council (CWDC), the Colorado Department of Labor and Employment (CDLE) and the Colorado Department of Human Services (CDHS). The MATF’s designated Project Manager, Julia Pirnack, is the sole point of contact concerning this RFP. The sole point of contact’s email address is Julia.Pirnack@cic.state.co.us. All communication must be with Ms. Pirnack. Other MATF personnel, as well as potential reviewers or observers, are not allowed to discuss this project or the RFP with Offerors. Contact with any of these personnel regarding this RFP is strictly prohibited and could result in Offeror disqualification.

### B. Invitation to Submit Proposals

Notices are posted on the Vendor Self Service (VSS) website (<http://Colorado.gov/vss>). It is very important that Offerors check VSS on a regular basis, as this is the primary means for communicating any clarifications or changes to RFP content and/or requirements. Offerors who have an interest may submit a proposal in accordance with the terms of the RFP. Offerors are requested to register with VSS. To register on VSS, see: <http://Colorado.gov/vss>. The VSS Help Desk is available Monday through Friday 8:00 am to 5:00 pm MT and can be reached by calling (303)-866-6464 or emailing [VSSHelp@state.co.us](mailto:VSSHelp@state.co.us).

#### B.1 Instructions

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

#### Schedule of RFP Activities and Timeline

ACTIVITY	DATE/TIME (Mountain Standard Time)
1. RFP Publication. RFP Notice published on <b>VSS</b> .	<b>June 29, 2018</b>
2. Offeror’s Intent to Respond due. See <b>Section 1.C, “Offeror’s Intent to Respond to RFP”</b> , below.	<b>July 20, 2018, 5:00 pm MT</b>
3. Q & A Webinar conducted	<b>July 26, 2018</b>
4. Deadline for written inquiries. See <b>Section 1.D, “Inquiries”</b> , below, for the process for submitting inquiries.	<b>July 31, 2018 5:00 pm MT</b>
5. Red-lined versions of Exhibit 3, Draft Contract	<b>July 31, 2018, 5:00 pm MT</b>
6. Written inquiry responses published on <b>VSS</b> .	<b>August 17, 2018</b>
7. <b>PROPOSAL SUBMISSION DEADLINE (updated). SEE SECTION 1.F, “Proposal Submission” below.</b>	<b>August 31, 2018, 5:00 pm MT</b>
8. If invited to provide an oral presentation: Offeror Live Oral Presentation	<b>September 26 - October 4, 2018</b> <i>Approximate</i>
9. Selection of Apparent Successful Offeror, posting on <b>VSS</b> of “Notice of Intent to Make Award”	<b>October 22, 2018</b> <i>Approximate</i>
10. Contract Commencement Date.	<b>January 2, 2019</b> <i>Approximate</i>

**C. Offeror's Intent to Respond to RFP**

Any Offeror whose intent is to respond to this solicitation is requested to respond via email to the Project Manager at [Julia.Pirnack@cic.state.co.us](mailto:Julia.Pirnack@cic.state.co.us) (cc [Twyla.Esquivel@cic.state.co.us](mailto:Twyla.Esquivel@cic.state.co.us)) with **"Intent to Respond"** in the subject line. Intent to Respond notices are to be received by the date and time listed in the **Schedule of RFP Activities and Timeline** above.

Submitting an Intent to Respond notice does not bind an Offeror to actually submitting a proposal nor is it required as a condition for submitting a proposal. However, those providing Intent to Respond will be provided with direct updates during the RFP process, including an invitation to Webinar and inquiry responses.

**D. Inquiries/Questions**

Offerors may make written inquiries (via e-mail) concerning this RFP to obtain clarification of requirements. **The MATF is NOT accepting questions via Colorado Vendor Self Service.** Inquiries are to be in a MS Word™ attachment to the e-mail. Send all inquiries to the Project Manager at [Julia.Pirnack@cic.state.co.us](mailto:Julia.Pirnack@cic.state.co.us) (cc [Twyla.Esquivel@cic.state.co.us](mailto:Twyla.Esquivel@cic.state.co.us)).

E-mail submissions must be clearly labeled in the subject line with "DHECIC-01, Multi-Agency Education, Training and Career Planning Platform." The MATF reserves the right to refrain from responding to questions received after the deadline listed in the **Schedule of RFP Activities and Timeline** and/or not clearly labeled.

It is our intent that responses to the Offeror's inquiries will be published no later than the date listed in the **Schedule of RFP Activities and Timeline**, as a modification on VSS. Offerors shall not rely on any verbal statements that alter any specification or other term or condition of the RFP. Such changes are valid only if provided in writing by the Project Manager.

**E. Modifications or Withdrawal of Proposals**

Proposals may be modified or withdrawn by an Offeror prior to the Proposal Submission Deadline.

**F. Proposal Submission**

Proposals must be received on or before the Proposal Submission Deadline indicated in the **Schedule of Activities and Timeline**. **Late proposals will not be accepted.** It is the Offeror's responsibility to ensure that proposals **are received** by the Department on or before the submission deadline listed in the **Schedule of RFP Activities and Timeline**. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. Postmarks are not sufficient for timely submissions. The proposal package shall be delivered or sent by mail to:

Colorado Department of Higher Education  
College In Colorado/MATF  
Attn: Julia Pirnack  
1600 Broadway, STE 2200  
Denver, CO 80202

**G. Proposal Submission/Copies**

Detailed instructions on proposal preparation and submission are in **Section 4**. Offeror's Technical Responses represent questions posed throughout the Statement of Work with responses recorded in Exhibit 12.

**Caution:** Offerors are responsible for ensuring timely receipt. Telegraphic or electronic proposals (fax, e-mail, etc.) will not be accepted.

The State of Colorado Request for Proposal Cover Sheet (page 1) MUST be signed in ink, *preferably in blue ink*, by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. Proposals that are determined to be at a variance with this requirement may not be accepted.

**H. Addendum or Supplement to Request for Proposal**

In the event that it becomes necessary to revise any part of this RFP, a modification notice will be posted on VSS. It is very important that Offerors check VSS on a regular basis, as this is the sole means for communicating any clarifications or changes to RFP content and/or requirements. Responses to inquiries will be posted here as well.

**I. RFP Cancellation**

The State of Colorado (State) reserves the right to cancel this entire RFP or individual components at any time, without penalty or notice.

**J. Oral Presentations/Live Demonstrations/Interviews/Site Visits**

Offerors may be invited to provide live or virtual oral presentations, demonstrations, participate in in-person interviews, and/or to make their offices available for a site visit by the evaluation committee. Such presentations and/or site visits will be at the Offeror's expense.

**K. Best and Final Offers**

The MATF may, at its sole discretion, either accept an Offeror's initial proposal by award of a contract or enter into discussions with Offerors whose proposals are deemed to be reasonably likely of being considered for award. In conducting discussions, there shall be no disclosure of any pricing information derived from proposals submitted by a competing Offeror. Offeror(s) may be invited to submit a "Best and Final Offer" to the MATF for consideration. Best and Final Offers will be made at the Offeror's expense.

**L. Acceptance of RFP Terms**

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of the Offeror shall indicate acknowledgment of this condition. Signature shall be that of a person legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variation between its proposal and the State's RFP requirements. 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. By submitting a proposal the Offeror affirms its acceptance of the terms and requirements of this RFP, including its attachments and exhibits, without exception, deletion, or qualification, and without making its offer contingent. The Offeror further agrees to cooperate with the MATF and expedite the contracting process upon notice of award.

**M. Proprietary/Confidential Information**

Any restrictions of the use or inspection of material contained within the proposal shall be requested **prior to the submission of the proposal** via e-mail to the Project Manager at [Julia.Pirnack@cic.state.co.us](mailto:Julia.Pirnack@cic.state.co.us) (cc [Twyla.Esquibel@cic.state.co.us](mailto:Twyla.Esquibel@cic.state.co.us)). Written requests for confidentiality shall be submitted by the Offeror prior to the proposal submission date. The Offeror must state specifically what elements of the proposal they wish to be considered confidential/proprietary and what exemption under the Colorado Open Records Act at C.R.S. Title 24, Article 72, Part 2, as amended, applies to the suggested confidential/proprietary information.

**The State will make a written determination as to the apparent validity of any written request for confidentiality. In the event that the State does not concur with the Offeror's request for confidentiality, the written determination will be sent to the Offeror.** Ref. Section 24-72-201 et seq., C.R.S., as amended, Public Open Records Act.

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

For requests granted, the Offeror must provide a separate USB flash drive containing the entire proposal with all confidential/proprietary information redacted. **The USB flash drive should be submitted in one (1) sealed envelope labeled "Confidential/Proprietary" and the solicitation number. Co-mingling of confidential/proprietary information with other proposal documents will nullify the confidential/proprietary status and will remove any restrictions on the use or inspection of the material.**

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.

Each Offeror acknowledges that they may come into contact with confidential information contained in the records or files of the State in connection with any resulting contract or in connection with the performance of its obligations under any resulting contract. The Awarded Offeror will be required to keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State. The Awarded Offeror will be required to notify its employees that they are subject to the confidentiality requirements and provide each employee with a written explanation of the confidentiality requirement before the employee is permitted access to confidential data. The Awarded Offeror shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by the Awarded Offeror or its respective assignees in any way except as authorized by the resulting contract. Confidential information shall not be retained in any files or otherwise by the Awarded Offeror. Disclosure of such information may be cause for legal action against the Awarded Offeror. Defense of any such action shall be the sole responsibility of the Awarded Offeror. Unless directed otherwise, the Awarded Offeror is required to keep all State information in a secure, confidential manner.

**N. RFP Response Material Ownership**

All materials submitted regarding this RFP become the property of the State. Proposals, upon established opening time, become the property of the State of Colorado. All products/services produced in response to the contract resulting from this RFP will be the sole property of the State of Colorado, unless otherwise noted in the RFP or contract. This RFP does not commit the MATF to award a contract or to pay any costs incurred in the preparation of a proposal. All costs incurred by an Offeror in responding to this RFP shall be borne by the Offeror. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of Section 24-72-201 et seq., C.R.S., as amended, Public Open Records and any confidential/proprietary status granted by the MATF pursuant to Section M.

**O. Proposal Prices and Rejection of Proposals**

Proposals will be accepted only for the entire Statement of Work as described within this solicitation, however, development and related costs, may be presented in phases. Offerors should consider how to

launch a functional product by July 1, 2019 that demonstrates, at minimum, the key components of the platform vision.

Estimated proposal prices or ranges will not be accepted. Bid prices must be **firm, fixed price, and fixed rates** in United States funds. Proposal prices will be considered your best and final offer, unless the MATF initiates discussion as described in Section 1.K above. Any costs not included as part of the proposal will be disallowed. Offerors must **segregate** the portion of the proposal responding to the **Cost Proposal Component, Exhibit 2**, so the technical proposals can be evaluated without consideration of the price or funding model.

Failure of an Offeror to comply with or meet all requirements or respond to all requests for information within this solicitation may result in Offeror's proposal being disqualified or determined not acceptable. The Department reserves the right to reject any or all proposals for non-compliance, to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or complete proposals if deemed in the best interest of the State. Such disqualification or determination may occur at any point following the Proposal Submission Deadline.

Unless the solicitation specifically allows for or requires multiple proposals, Offerors shall submit only one (1) proposal in response to this solicitation. The MATF may, at its sole discretion, disqualify an Offeror's proposals from evaluation if the Offeror submits more than one (1) proposal and/or any alternative proposals.

**P. Selection of Proposal – Notice**

An Evaluation Committee will review and evaluate proposals submitted and make a recommendation for award. This selection will be for award to the responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to the State, price and other factors considered. The department will issue a "Notice of Intent to Make an Award" announcement to all Offerors that will state the MATF's intent to make an award to the selected Offeror.

**Q. Award of Contract**

The MATF reserves the right to issue either a Purchase Order or a Contract ("Agreement in this section R) to the awarded Offeror. Should the Agreement not be completed and agreed to by both parties within 30 calendar days following the issuance of the Agreement to the successful Offeror for review, through no fault of the MATF's, the MATF, at its sole discretion, may elect to cancel the existing award announcement and make an award to the next most advantageous Offeror.

**R. Standard Contract/Model Contract**

The draft contract terms and conditions are included as an exhibit to this solicitation (see **Exhibit 3**). The draft contract terms and conditions shall govern this procurement and is hereby incorporated by reference. The contracting document resulting from this solicitation will be substantially similar to the documents included with this solicitation. The Special Provisions of the Draft Contract shall not be negotiable. In addition, Section 10, Confidential Information in the Contract and the CONFIDENTIALITY AND PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION AGREEMENT attached to the Purchase Order Terms and Conditions (see Exhibit 3) are based on C.R.S. §§22-16-101 et al. Per this statute, the MATF cannot enter into or renew a Contract with any Offeror that refuses to comply with the requirements of the statute. As such, most of the provisions of Section 10 and the Confidentiality and Protection of Personally Identifiable Information agreement are not negotiable.

By submitting a proposal, the Offeror confirms its willingness to enter into a contracting document

containing the terms and conditions or substantially similar terms and conditions to the draft contract and the requirements of this solicitation without exception, deletion, qualification, or contingency.

If the Offeror is not willing to accept all terms and conditions, the Offeror should provide a statement of explanation and a listing of all exceptions the Offeror requires by the redline date listed in the **Schedule of RFP Activities and Timeline** via email to Project Manager at [Julia.Pirnack@cic.state.co.us](mailto:Julia.Pirnack@cic.state.co.us) (cc [Twyla.Esquivel@cic.state.co.us](mailto:Twyla.Esquivel@cic.state.co.us)). The request must include a listing of all changes, additions, or exceptions desired; an explanation of why Offeror is requesting each change, addition, or exception; and the specific affect it will have on the Offeror's ability to perform the requirements of this solicitation.

No changes to the legal provisions of the contract/PO will be considered unless the Offeror proposed specific, alternative language to that included in the contract by the redline date listed in the **Schedule of RFP Activities and Timeline**. If your organization normally seeks counsel on contract terms, please do so before submitting a response to this RFP. Failure to resolve exceptions to the contractual terms within five (5) business days from the MATF's first contact with the Offeror regarding the exceptions may preclude the MATF's further consideration of the Offeror's proposal.

The MATF will not accept any proposals that are conditional on acceptance of modified terms and conditions.

The Offeror's signature on the Request for Proposal Cover Sheet is confirmation that the Offeror understands and acknowledges that any award will require a contract between the State and the Offeror containing the terms and conditions in the attached draft contract.

**S. Acceptance of Proposal Content**

The contents of the proposal (including persons specified to implement the project) of the Successful Offeror will become contractual obligations if acquisition action ensues. Failure of the Successful Offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such Offeror may be removed from future solicitations.

**T. Incurring Costs**

The State is not liable for any cost incurred by Offerors 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.

**U. Non-Discrimination**

The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

**V. Parent Company**

If an Offeror 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 provided must be that of the Offeror responding to this RFP.

**W. News Releases**

News releases pertaining to this RFP or the intent to award shall NOT be made prior to execution of the contract and without prior written approval by the State.

**X. Multiple Awards**

The State reserves the right to award this RFP in part, to multiple Offerors, if so determined by the State to be in the best interests of the State.

**Y. Debarment and Suspension**

By submitting a proposal in response to this RFP the Offeror certifies to the best of its knowledge and belief that it, its principals:

- Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal debarment or agency;
- Have not within a three-year period preceding the Due Date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- Are not presently under investigation for, indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this section; and
- Have not within a three-year period preceding the Due Date of this proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

If the Offeror is unable to certify to any of the statements in this certification, it shall provide an explanation as an attachment to the proposal. This explanation is exempt from page limitations on the proposal, if any. The inability of the Offeror to provide the certification will not necessarily result in disqualification of the Offeror. The explanation will be considered in connection with the MATF's determination whether to select an Offeror.

**Z. Contract Performance Disclosure**

The proposal shall fully disclose any serious negative contract problems for the Offeror, its principal, and affiliates for contracts or potential contracts in the last seven (7) years. If applicable, the Offeror shall include a separate attachment to the proposal as an Additional Attachment and disclose the following:

- Any investigative or audit or similar findings or charges of fraud, malfeasance, anti-trust violation, civil violation, criminal activity, or fine including those agreed to by settlement.
- Any formal notices to cure or formal audit findings concerning contractor deficiencies in a contract with a local, state, or federal government agency.
- Detailed information on all lawsuits for issues pertaining to contract performance, payments, or other obligations under an agreement with a local, state or federal agency and the outcome of the lawsuit or settlement.

**AA. Disclaimer**

All statistical and fiscal information contained within this RFP, and any amendments and modifications thereto, reflect the best and most accurate information available to the MATF at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of intentional misrepresentation by the MATF. Note that the CDHE is not subject to the State of Colorado Procurement Code.

## **BB. Doing Business in Colorado**

The Apparent Successful Offeror, whether headquartered within or outside of Colorado, must be registered to conduct business in Colorado with the Colorado Secretary of State in accordance with Section 7-90-801, C.R.S. The Apparent Successful Offeror must be registered to do business in Colorado within 10 business days of the RFP award notification. A copy of the business entity's Articles of Incorporation and/or Bylaws and Certificate of Good Standing or Certificate of Existence will be requested by the State.

This is the link for the Colorado Secretary of State's Website: <http://www.sos.state.co.us>. (Recommend going to the "Business Center" section, then opening the "Business Home" page, under the "General Information" section review the FAQs.)

## **CC. Organizational/Contractor Non-conflict of Interest Statement – Requirements of this Solicitation and Subsequent Contract**

Any business entity or person is prohibited from being awarded a contract if it/they has/have an "Organizational Conflict of Interest" with regard to this solicitation and resulting contract.

No person or business entity who was engaged by the State to prepare the original RFP or has access prior to the solicitation, to sensitive information related to this procurement process, including, but not limited to requirements, statements of work, or evaluation criteria, will be eligible to directly or indirectly submit or participate in the submission of a proposal for this solicitation. The State considers such engagement or access to be an Organizational Conflict of Interest, which would cause such business entity or person to have an unfair competitive advantage.

If the State determines that an Organizational Conflict of Interest exists, the State, at its discretion, may cancel the contract award. In the event that the Awarded Offeror was aware of an Organizational Conflict of Interest prior to the award of the contract and did not disclose the conflict to the procuring agency, the State may terminate the contract for default. **All Offerors are to submit the signed Contractor Non-Conflict of Interest Statement, Exhibit 4, with their response.**

## **DD. Offeror Disclosure Statements**

In compliance with Section 24-102-206, C.R.S., Contractor Performance outside the United States or Colorado, the awarded Offeror is required to disclose information to the State on where services will be performed under the contract by completing and submitting the Disclosure Statement, [Exhibit 5](#). Only the awarded Offeror(s) is required to submit this document to the State upon request.

## **EE. Federal Employer Identification Number (FEIN)**

For the purpose of verifying the Offeror's registration to the Colorado VSS system, the Offeror is required to provide their FEIN in their proposal. Additionally, Offerors are required to submit their FEIN prior to contract, or purchase order issuance, or payment from the State of Colorado. A W-9, Taxpayer Identification form provided by the State may be required as shown in [Exhibit 6](#). Only the Awarded Offeror is required to submit a W-9, [Exhibit 6](#), to the State upon request.

## **FF. Certification of Independent Price Determination**

1. Submission of its proposal, each Offeror, and in the case of a joint Offeror, as to itself certifies that in connection with this procurement:
  - a) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

- b) Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and
  - c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal Cover Sheet & Signature Page of this proposal certifies that:
- a) He/She is the person in the Offeror's organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
  - b) He/She is not the person in the Offeror's organization responsible for the decision as to the prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decision for the purpose of certifying that such persons have not participated, and will not participate, in any action contrary to **(1)(a)** through **(1)(c)** above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

#### **GG. Funding**

This Contract will have a Start-Up Period defined as the period starting on the Effective Date and ending on the Operational Start Date during which Contractor shall develop any functionalities listed in the Statement of Work (for example single sign on and Journey mapping) that will need to be developed during that time period. **The project budget for the Start-up Period during which implementation of the new system will occur (anticipated January 1, 2019 – June 30, 2019) is \$0.** Funding for this work has not been determined.

Offerors are required to itemize costs to design, develop, deploy and implement the project as well as how funding will be secured to pay for same. Offeror must specifically itemize any cost to the state as the project is expected to progress, whether dollars, in-kind services, content area, technical or implementation support and the like. Individual components/work may be eliminated or scaled back during any particular year(s) if funding is not sufficient to meet costs. Therefore, any award pursuant to this RFP and any resulting contracted work are contingent upon the Offeror and/or the MATF or successor organization securing funds. Neither issuance nor award of this RFP shall constitute a binding guarantee on the MATF's part that funds are or will be made available, or that a contract will result.

#### **HH. Contract Period**

Contractor's Start-Up Period will begin on the Contract Effective Date and end on June 30, 2019. The Start-Up Period will begin as soon as the Contract is executed which may be before January 1, 2019, but is dependent on contract negotiations and signing time.

The initial operational period of the Contract is anticipated to begin on the Operational Start-Date and will last from July 1, 2019 – TBD.

The total duration of the Contract, from the Operational Start Date until termination, and including the Department's exercise of any options, is up to five years. The MATF or successor organization may extend the Contract beyond the anticipated term in this subsection in the event that the MATF or successor organization determines the extension is necessary to align the Contract with other Agency contracts, to address State or Federal programmatic or policy changes related to the Contract or to provide sufficient time to transition the Work.

Renewal and continuation will be at the sole discretion of the State, contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available.

**II. Legislative and Policy Changes**

The subject matter of this RFP may be subject to legislative changes either by the federal or state government. If any such changes occur prior to the submission deadline, then all Offerors will have the opportunity to modify their proposals to reflect such changes. If any such changes occur after the submission deadline, then (i) MATF reserves the right to negotiate modifications with the identified finalist(s) and/or with the Successful Offeror's proposal reflecting such legislative changes; and (ii) the MATF shall have no obligation to provide unsuccessful Offerors with the opportunity to modify their submissions to reflect such legislative changes.

**JJ. Order of Precedence**

In the event of any conflict or inconsistency between terms of this RFP, the contract, and the proposal, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to this RFP, and third, to the Successful Offeror's proposal.

**KK. Venue**

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

**LL. Rights in Data, Documents, and Computer Software**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by the Successful Offeror in the **performance of its obligations under the resulting contract** (the Work Product) shall be the exclusive property of the State and the Successful Offeror shall deliver all such Work Product to the State upon completion, termination, or cancellation of the contract. The rights of the State with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work Product.

**Any proprietary system in existence prior to the issuance of the Contract shall remain the property of the Contractor as it will not have been in the "performance of its obligations under the resulting contract."** Licenses to such products shall be made available to the MATF or successor organization if required in support of contract performance.

The parties acknowledge that any Work Product developed from federal funds may be the property of the federal government, in which case the State reserves a royalty-free, non-exclusive, irrevocable license to reproduce, publish, and otherwise use, and authorize others to use, such Intellectual Property for the purposes of the State and the federal government.

The Awarded Offeror shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of the Awarded Offeror's obligations under the contract, without the prior written consent of the State. The rights of the State with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such property.

The State shall be the owner of all licenses to third party proprietary operating and Offeror software packages provided by Offeror.

**MM. Information Technology (IT) Warranty**

In the event that IT related equipment, software, and/or services are provided by the Offeror, Contractor represents warrants and covenants that in providing products and deliverables and performing services pursuant to the terms of the RFP, Contract, and any Order:

Contractor shall strictly comply with the descriptions and representations as to the services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) which appear in the RFP, Offeror's RFP response, Contract or any Order and Contractor and its employees shall perform the services in a timely manner. In addition to any express and implied warranties provided to the State or any Ordering Entity under law or under other provisions of this RFP, Contract or any Order, Contractor hereby expressly warrants that the services to be performed hereunder shall be performed in a workmanlike manner, subject to the supervision and instructions provided by the Ordering Entity, and that all work performed pursuant to a Contract shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time the services are provided;

Contractor's products, if any, will conform to generally applicable standards in the industry and Contractor shall use only new standard parts and materials or parts and materials equal in performance to new parts and materials, unless otherwise agreed to in writing by the Ordering Entity;

The services performed by Contractor shall comply with all applicable laws, rules or regulations, and Contractor shall obtain all permits and licenses required to comply with such laws and regulations;

The services shall not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights or any Intellectual Property rights;

Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property used in the performance of the services or delivery of the products contemplated hereunder and Contractor has the right to grant the Ordering Entity access to or use of such software, hardware, methods, methodologies and intellectual property;

With respect to any Contractor personnel designated as "key personnel", the assignment of Contractor personnel to perform the services will be continuous throughout the term of completion of Contract, except where such personnel are unable to perform, including but not limited to illness or termination of employment. Contractor shall ensure that equally qualified persons are proposed as replacements when workers leave. The Ordering Entity shall have the right to approve any proposed replacement personnel;

Contractor shall assign to the Ordering Entity all manufacturers' warranties for hardware, software, and other materials furnished to the Ordering Entity by Contractor;

Contractor shall screen all of Contractor's employees supplied to the Ordering Entity to ensure that all such employees are fully qualified to perform the services, and if required by law or ordinance, are validly licensed and/or have obtained all requisite permits to perform such services for the Ordering Entity. Contractor shall be responsible for obtaining all permits and licensing required by the State at all locations where performing services. Contractor shall maintain current status of such required permits and licenses throughout the term of each Order. Contractor's personnel designated for a service category must have all current certifications required by such category;

All deliverables provided pursuant to this RFP, Offeror's Response, and/or Contract shall interface, integrate and be functionally compatible with and shall perform on any and all of the Ordering Entity's

hardware and software configuration(s) as provided in the specifications of the RFP, Contract or Order document; and

All software and hardware deliverables and any update or revision to any of the software and hardware deliverables shall be free from defects and shall meet all specifications set forth in the RFP, Contract or any order document and any documents referenced therein.

Contractor warrants that the deliverables, as defined in the RFP, Offeror's Response, Contract, or any other ordering document. Contract or any other ordering document, shall perform the functions substantially as described in these documents during the term of the contract after delivery and acceptance by the Ordering Entity.

All equipment and supplies furnished under this RFP, Contract, or any other ordering document be free from defects in materials or workmanship, shall be installed properly and in accordance with manufacturer's recommendations or other industry standards, and shall function in a failure-free manner during the Contract term from the date of installation by Contractor and acceptance by the Ordering Entity.

Contractor, without charge to the Ordering Entity, shall correct any and all defects and make any additions, modifications or adjustments to any of the deliverables or any update or revision to any software deliverables as may be necessary to keep the deliverables in operating order in accordance with specifications at all times during the applicable warranty period.

#### **NN. Intellectual Property Clauses**

##### **Intellectual Property Rights of Ordering Entity**

In the event that IT related equipment, software, and/or services are provided by the Offeror, any Intellectual Property products developed for the Ordering Entity under an Order shall be the exclusive property of the Ordering Entity. Any software, research, reports, studies, data, manuals, photograph, negatives or other documents, drawings or materials ("work") prepared by Contractor in the performance of its obligations under an Order shall be the exclusive property of the Ordering Entity and all such materials shall be delivered to the Ordering Entity by Contractor upon completion, termination, or cancellation of the Contract. Contractor hereby assigns to the Ordering Entity any and all rights title and interest it may have in and to the work performed pursuant to this RFP, Contract or any Order and agrees to cooperate with and assist the Ordering Entity in applying for and executing any applications and/or assignments reasonably necessary to obtain a patent or copyright thereon. Contractor shall not use, willingly allow, or cause to have such work used for any purpose other than the performance of Contractor's obligations under the Contract without the prior written consent of the Ordering Entity. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

**Any proprietary system in existence prior to the issuance of the Contract shall remain the property of the Contractor as it will not have been in the "performance of its obligations under the resulting contract." Licenses must be made available to The MATF or successor organization if required for product use or implementation.**

#### **OO. Data and Document Deliverables**

Unless otherwise specified, Contractor shall deliver, by the dates specified in the RFP and/or Contract scope of work, the data and documents required therein.

**PP. Intellectual Property Indemnification**

In the event that IT related equipment, software, and/or services are provided by the Offeror, Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State of Colorado or an Ordering Entity alleging that the use by the Ordering Entity of any product(s), or any part thereof, supplied by Contractor under this RFP, Contract or any Order constitutes infringement of any patent, copyright, trademark, or other proprietary rights; provided, that the State of Colorado or Ordering Entity gives Contractor written notice within twenty (20) days of receipt by the State of Colorado or such Ordering Entity of claim or suit, provides reasonable assistance and cooperation to Contractor in connection with such action, and Contractor has sole authority to defend or settle the claim for money damages only. A proposed settlement requiring the State of Colorado or an Ordering Entity to act or refrain from action shall require the prior written approval of the State of Colorado or Ordering Entity. Contractor shall consult the State of Colorado or Ordering Entity regarding such defense and the State of Colorado or Ordering Entity may, at its discretion and expense, participate in any defense. Should the State of Colorado or Ordering Entity not choose to participate, Contractor shall keep the State of Colorado or Ordering Entity advised of any settlement or defense. In the event Contractor fails to vigorously pursue the defense and/or settlement of such claim, the State of Colorado or Ordering Entity may assume the defense and settlement thereof and Contractor shall be liable for all costs and expenses incurred by the State of Colorado or Ordering Entity in the pursuit thereof.

Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State of Colorado or Ordering Entity for all liability incurred by the State of Colorado or Ordering Entity as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs and expenses, including attorneys' fees, court costs and other legal expenses, and damages finally awarded by a court of competent jurisdiction or agreed to by Contractor regarding such claims or suits.

If the product(s), or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the product(s), or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the product(s), or any part thereof, is enjoined, Contractor, after consultation with the Ordering Entity, shall do one of the following at Contractor's expense: (i) produce for the Ordering Entity the right under such patent, trademark or copyright to use or sub-license, as appropriate, the product or such part thereof: or (ii) replace the product(s), or part thereof, with other suitable products or parts conforming to the original license and Ordering Entity specifications; or (iii) suitably modify the products, or part thereof. Except, as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon: (i) the use of an altered release if Contractor had not consented to the alteration, or (ii) the combination, operation or use of the product(s) with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than Contractor had not been combined, operated or used with the product(s), or (iii) the use of product(s) on or in connection with equipment or software not permitted under this RFP, Contract or any Order, if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.

**QQ. Breach of Security, Privacy and Security**

Contractor shall comply to existing privacy/security standards established by the Family Educational Rights and Privacy Act (FERPA), the Student Data Transparency and Security Act (C.R.S. §§22-16-101 et al.), and any other applicable laws, and to THE MATF's data privacy and security policies. Section 10, Confidential Information in the Contract. The Confidentiality and Protection of Personally Identifiable Information

agreement are not negotiable. By submitting a proposal, the Offeror confirms its willingness to agree to this privacy and security language.

**RR. Family Educational Rights and Privacy Act (FERPA)**

All Offeror personnel on this project shall adhere to existing privacy/security standards established by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; 34 CFR Part 99. The Offeror and their personnel shall protect the confidentiality of all students and their associated educational records. Except for officially approved purposes, no information about or obtained from, any student or educator shall be disclosed to any party other than THE MATF, without prior written consent.

**SS. Taxes**

Colorado Department of Higher Education (CDHE), as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Federal Tax ID No. 84-0644739) and from all state and local government sales and use taxes (C.R.S. §39-26-704). The State and Local Sales Tax Exemption Number for CDHE is 98-02565. Such exemptions apply when materials are purchased for the benefit of the State, except that in certain political subdivisions (for example - City of Denver) the Offeror may be required to pay sales or use taxes even though the ultimate product or service is provided to the State of Colorado. These sales or use taxes will not be reimbursed by the State.

END OF SECTION 1

## SECTION 2 – DEFINITIONS

Acronyms and abbreviations are defined at their first occurrence in this Request for Proposals (RFP). The following list is provided to assist the reader in understanding acronyms, abbreviations, and terminology used throughout this document.

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

**Awarded Offeror:** “Awarded Offeror” means the Offeror whose proposal the State determines to be most advantageous considering the evaluation factors and whose proposal(s) is approved and accepted by the State, which enables the State to undertake a contract with the Offeror for the purchase of the services and/or goods.

**BOCES:** Boards of Cooperative Educational Services that are an extension of the local member school districts and provide services for children, their families, and school personnel, which can be more efficiently provided across school districts. The first type serves only as a special education administrative unit; the second type serves only as specialized BOCES providing services such as professional development, risk management insurance, operate an alternative school, provide digital learning programs, or operate digital schools. The third type is a mixture of the first two that serves as a special education administrative unit as well as provides an array of different services for its member districts.

**Business Day:** Any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S..

**Business Interruption:** Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel, or computer virus.

**CDHE or DHE:** Colorado Department of Higher Education

**CDHS or DHS:** Colorado Department of Human Services

**CDLE:** Colorado Department of Labor and Employment

**Closeout Period:** The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the State of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.

**Contractor:** The Company or individual that is awarded a contract as a result of this RFP.

**COTS:** Commercial Off-The-Shelf software.

**C.R.S.:** Colorado Revised Statutes

**CWDC:** Colorado Workforce Development Council

**Data Warehouse:** A large store of data accumulated from a wide range of sources

**Deliverable:** any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the State, regardless of whether the object is specifically described or called out as a “Deliverable” or not.

**Department:** The Colorado Department of Higher Education acting on behalf of the Multi-Agency Task Force (MATF).

**Disaster:** An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire, or terrorist attacks.

**ESEA:** The Elementary and Secondary Education Act.

**Itinerary:** The sequence of activities in the user’s Journey

**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

**Key Personnel:** The position or positions that are specifically designated as such in this Contract.

**Local Education Agency (LEA) or Local Education Provider:** Local Educational Agency, which consists of Colorado public school districts, charter schools, and accommodation schools.

**MATF:** The multi-agency task force, as represented by the Colorado Department of Higher Education (the Department) convened under the CWDC to explore and coordinate a potential replacement solution for the CollegeInColorado.org platform and services

**MOTS:** Modified Commercial Off-The-Shelf Software

**Needs and Concerns Survey:** A survey designed to query a user about their most immediate needs and concerns in order for the system to better define a productive Journey Itinerary

**OIS:** Office of Information Security

**OIT:** Office of Information Technology

**Offeror:** Any organization or individual submitting a proposal in response to this RFP.

**Operational Start Date:** When the Contractor will have an operational system and will provide access and/or licenses to Offeror’s system.

**Other Personnel:** Individuals, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.

**Professionals:** School, workforce, county office and other professional staff and advisors that work with students and adults on career and academic success.

**Proposal:** An offer in response to a Request for Proposals (RFP). Sometimes used interchangeably with the terms "bid", "offer", or "response".

**Request for Proposals (RFP):** A procurement solicitation that seeks offers from organizations or individuals to perform the scope of work defined in the RFP, in accordance with the terms listed in the RFP.

**RITS:** The Record Integration Tracking System assigns each student in the state of Colorado a unique student ID that will stay with the student for the life of their public school career.

**SASID:** State assigned student identifier: unique student ID that will stay with the student for the life of their public school career in Colorado.

**SEA:** State Educational Agency.

**Solicitation:** A document issued by a prospective buyer that requests competitive offers from organizations or individuals to sell the goods or services that are specified in the document. A solicitation typically results in an award of a contract or purchase order for the goods or services, based on an award methodology defined in the solicitation. Types of solicitations issued by State of Colorado agencies include Requests for Proposals (RFPs), Invitations for Bids (IFBs), and Requests for Documented Quotes (DQs).

**Start-Up Period:** The period starting on the Effective Date and ending on the Operational Start Date during which Contractor shall develop any functionalities listed in the Statement of Work (for example single sign on and reporting) that will need to be developed and that are not already a part of a COTS or MOTS product.

**State:** The State of Colorado, in the case of this RFP represented by the Colorado Department of Higher Education/College In Colorado on behalf of the Multi-Agency Task Force.

**Student Personally Identifiable Information (PII):** Information that is collected, maintained, generated, or inferred and that, alone or in combination, personally identifies an individual student or the student's parent or family. Student Personally Identifiable Information includes, but is not limited to a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier such as a student's social security number, student number, or biometric record; other indirect identifiers such as a student's date of birth, place of birth, and mother's maiden name; a student's email address, cell phone number or any other information that allows physical or online contact with a student; online search activity; a student's photos and voice recordings; or geolocation information.

Student Personally Identifiable Information also includes data that is may be collected and stored as the platform is used by the MATF at the individual student level and may include State-administered assessment results, courses taken and completed, credits earned and other transcript information; course grades and grade point average; grade level and expected graduation year; degree, diploma credential attainment or other school exit information; mobility information between and within Colorado school districts; date of birth, full name, gender, race, and ethnicity; program/major selected, career and job aspirations or experiences and postsecondary credential attained. and other information as disclosed by the individual user.

**Subcontractor:** Third parties, if any, engaged by Contractor to aid in performance of its obligations under the Contract.

**Timeline:** A document that details dates and targets for achieving program goals or requirements.

**USDOE:** United States Department of Education.

**Users:** The individuals who will use and access Contractor's system including individuals and organizational representatives within the State

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

**VSS:** The State of Colorado's Offeror Self Service (VSS) procurement website, located at <http://Colorado.gov/vss>. All solicitations published by state agencies and institutions are published on VSS.

END OF SECTION 2

## SECTION 3 – STATEMENT OF WORK

### OVERVIEW

By July 1, 2019, Contractor shall provide a fully functional and operational career exploration, education and training platform that at minimum, assists end users to build, and professionals to monitor, Individual Career and Academic Plans. Details regarding which specific features, functions and/or activities described in the Statement of Work will be included in the July 1, 2019 deployment must be clearly identified in the proposal. The Contractor may propose to provide or build additional features, functions and/or activities on to the platform in further phases to meet the full functionality described in the KEY REQUIREMENTS section of the Statement of Work and as documented with the Draft Work Plan Deliverable.

Also required for July 1, 2019 deployment:

- Contractor shall provide a hosting plan to securely store PII and related user profile data.
- Contractor shall provide a data access and transfer model that will enable interagency transfer of data as well as user access to various agency platforms and websites in the context of their Journey. Corresponding specifications and expectations for formats, standards and/or protocols necessary to enable this functionality across a variety of agency platforms must also be provided.
- The system shall be able to be accessed securely via any iOS, Android, or Windows desktop, laptop, or tablet and should be responsive on mobile devices.
- Contractor's system shall be compatible with the following industry standard browsers: Chrome, Mozilla Firefox, Internet Explorer, and Safari. This should be applicable to all levels of Users and all types of hardware.
- Contractor's proposed system shall be able to:
  - Produce and consume CSV files.
  - Provide and utilize secure web services.
  - Provide role-based control over user permissions within the system with support for an unlimited number of roles and role assignments for Users.
- Contractor's system shall allow Users to collect, store, and report all required data and to perform all functionalities of the components described in this Statement of Work. Professional or other advisors providing oversight to a User, with their express permission, shall be able to access data or pull reports pertaining to that User.
- Contractor shall provide ongoing web-based application maintenance, hosting, and support.

### KEY REQUIREMENTS

State objectives, including economic prosperity for individuals and the state, reducing cost of government through elimination of duplicative products and services, and effective provision of services to the people that need them, will be facilitated with full implementation of this platform in the career, education, training and job preparation areas, along with providing simplified access to resources and assistance available to stakeholders statewide.

There are four key characteristics for the platform that, when combined, will distinguish it from most, if not all, solutions currently available in the marketplace. Offerors are being asked to provide detail on how your

proposal will meet each of these requirements. Proposals will be evaluated on how well the solution proposed addresses four key requirements of the project.

### **1. Personalized and responsive career, education and training Journey mapping**

A user's Journey Itinerary may include career exploration, job planning, work-based learning opportunities, living assistance, postsecondary pathway selection, academic planning and more based on user characteristics, needs and profile. The system-generated Itinerary activities must be displayed to the user in an engaging manner, so that the user and/or a supporting professional may easily view, modify or enhance the Itinerary. See Attachment A – Journey Sample, for an example of how Itinerary Activities could relate to information sources and profile elements. Activities may originate from partner agency platforms, online content/tools or locally provided data and information and those additional sources added over time as identified.

To demonstrate how a *personalized* Journey will be mapped, offerors must describe and/or diagram how the platform will develop, at minimum:

- Working with agency SMEs during the Start-Up period, describe the process by which definition of up to 10 user archetypes related to Journey Itineraries will be developed, including detailing user profile elements that are required to distinguish that specific archetype and the activities that are related to those profile elements that will become the Itinerary Activities;
- Include a User Concerns and Needs Survey that the user completes early in their use of the system including how user responses will inform or would be mapped to each archetypical Journey selected for the user including how the system will assign additional activities to meet specific user concerns and needs during ongoing or later use of the system;
- Detail how a professional user interface will help in assisting professional, mentor/parent (both with user permission) or the user themselves to add, reorder or remove activities from the Journey proposed by the system/user archetypes. Explain the process by which the system will verify permission from the user to allow changes to a Journey by other parties;
- Discuss a recommended process to define and build new or related archetypes and journeys as additional agencies, organizations or target populations wish to be added to the platform.

To illustrate how a *responsive* Journey will be built, describe how the platform design will provide, at minimum:

- The process by which additional data elements may be added to the user's profile as they use the site, including questioning the user at strategic points, that will, in turn, affect their itinerary activities. In your response, detail how such a process would function and generally at what points questioning may occur;
- The means for an assisting professional or organization to add instructions, activity begin and completion time expectations, whether required or suggested for the user, level of importance and links to assistance, documents or other resources, further instruction or learning tools between and on activities. Explain how a professional will configure the system to turn off Journey mapping at the individual level, set up groups and provide a common journey by user group instead;
- Include detail regarding how definition of the data elements that could be gathered upon access and completion of each activity, including how that data will be stored and used in future journeys and reports, will be accomplished for the project.

### **2. Integration of tools, features and resources from other agency platforms or websites to Provide Itinerary Activities for a user's Journey**

One of the essential outcomes of this project is to demonstrate that one centralized platform may facilitate seamless user navigation to the activities and resources on multiple agency websites or platforms. Many potential users do not understand or have adequate knowledge about which state agencies offer desired services, much less exactly what resources -- and they shouldn't have to. And, agencies should not have to each purchase or license tools, such as assessments, that serve the same purpose.

Four State entities—the Colorado Department of Higher Education (CDHE), the Colorado Department of Labor and Employment (CDLE), the Colorado Department of Human Services (DHS) and the Colorado Workforce Development Council (CWDC), with potentially additional agencies over time—are collaborating to envision this platform and the accompanying services mix for Colorado. While each of these agencies has a specific mission to achieve, there is great commonality among the goals and tasks of these organizations as related to career exploration, postsecondary and workforce planning and training. Use of the best of the tools and resources from each agency within a common platform will reduce duplication among agencies, and therefore cost, and help ensure fresh and accurate information and activities are available in a consolidated and streamlined manner. Agency subject matter experts and practitioners will remain engaged to assist and refine their own tools and features that the platform may host, and the platform design will benefit. In addition, agency staff will be better equipped to manage training and implementation within their organization and with their stakeholders, ensuring widespread adoption and use.

Irrespective of the above, the platform user interface must provide a customized look and feel, including specific branding, which will be developed collaboratively among the sponsoring agencies during the design phase. In addition, provision must be made on the platform for pages or modules that are used for State-specific content that may be easily and frequently updated by the State; content management system access for designated individuals is a preferred option. The platform should also provide for essential user utilities such as secured account creation, communication facilitation, and connections, as configurable options, to social media platforms.

To meet the requirement to *integrate* with other agency platforms, Offerors should review **Attachment B: Agency Platform Tools Overview** and then must provide details on a structural design including:

- Describe the technology proposed to display Activities and facilitate user interaction with them, whether on an agency website/platform, created by or native to Offeror's platform, through partnerships with other providers or sources or simply online;
- Detail how the proposed solution will accomplish data transfer from both sending and receiving sites via a secure API, other real-time secure data transfer technology, or batch processes;
- Document how the use of proposed single sign on or other technology will ensure that each unique user will not have to maintain multiple account credentials to access Activities, content or resources on partner agency platforms or websites as these sites are added;
- Describe in detail how your system will provide, or statewide clients/supporting professionals may build, Activity "connecting tissue" – that is, how will the "what," "why," and "what's next" content and resources, related to the user's current and next Activity at any given point in a user's Itinerary, be added;
- Detail how and when the user may be prompted 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 irrespective of on which agency site the Activity is housed;

- Illustrate how transactional, usage and planning data and artifacts from Activity completion will be stored on the platform and pre-formatted and ad hoc reports may be generated by statewide clients, professionals and users irrespective of on which agency site the Activity is housed ;
- Discuss how you will engage agency technical staff to provide detail on their data models and discover how data elements that result from user activity must be transferred and stored;
- Provide the method and formats contemplated for offeror's product to import legacy Individual Career and Academic Planning data into the system, as well as how that data may be used to inform initial Journey mapping for an individual.
- 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.

To meet the requirement to *provide Itinerary Activities* for a User's Journey, Offerors should review **Attachment C: Essential Activity Components**. This chart represents the categories and individual activities that the MATF wishes to have available to users in the short- to mid-term, particularly those Activities that are required for completion of Individual Career and Academic Plans (ICAPs). Your product may have these or other activities that accomplish essentially the same outcomes. Or, to source Activities, you may propose to partner with other organization(s), designate the functionality to be integrated from an agency partner site, or propose to build them in the context of this project.

- Regardless of the source, Offerors are required to indicate, for each activity on **Attachment C**, its source, the cost to provide, a short narrative or screen shot explaining the scope of the Activity and when the activity is planned to be available to the platform;
- Offerors must illustrate how Activities will emphasize to the user why it is important to complete the work as well as include context and relationship to living realities and hoped for outcomes. An example would be an Activity to explore and compare career salaries should not just display the data, it should include information about salary levels in the context of cost of living and industry trends;
- Describe the process by which most relevant Activities will be identify for specific Journeys/archetypes and how data elements associated with the Activity will be identified for storage in the user portfolio or profile;
- Detail how users will 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, including the technical interface proposed to accomplish this.
- A configuration option to implement a notification system to remind user what's next and of deadlines must be available for both advisors and users if desired and when an Activity schedule is used. Texting must be an opt-in option for delivering reminders.
- When considering the initial mix of Activities for earlier phases of the deployment, the Offeror must include how the following essential elements are provided in the platform:
  - 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

- Content and activities must be accessible and age/situation-appropriate for grade 6-12 students and individuals at postsecondary institutions, all partner agency locations, and for independent use. This can be accomplished through age/grade-specific activities or adaptive activities.
- In addition to more standard profile elements for career and programs, content and activities must include those that promote skills development that are driven by data on employer needs to help address the skills gap. To make activities more relevant, tools to help connect students with employer work-based learning experiences must be available in the system.
- Data on careers, top jobs, colleges, training providers etc. must be current, timely and brief with capability for a deeper dive at user request. Offeror must specify how this data will be kept current and from where it is sourced.

### **3. Individual, non-duplicated portfolio**

Each user on the system, whether end user or supporting professional, must have an online portfolio into which their work is stored, whether the result of system use, data exchange from partner agency sites or through uploads of documents, spreadsheets etc. from the Web or their personal computer. Data in the user portfolio will be aggregated at the State/Agency level and must be accessible through strong ad hoc data retrieval and outcome analysis tools for professionals and agency administrators. Access to and storage of any Personally Identifiable Information will be highly secured and the system shall provide a user authentication system that ensures a unique portfolio instance for each individual.

- Data regarding System activities viewed, started and completed by the user, along with data elements specific to that Activity, must 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 Start-Up Period.
- Explain the process by which an account/profile will be created on the system to maintain a 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) while ensuring a short account creation process.
- The System must promote documentation of the user's activities, work, goals and achievements both for single use Activity transactions (where appropriate) as well as over time even if a tool or resource is used multiple times.
- The needs and concerns assessment must be administered to the user upon account creation and results stored in the portfolio. This information, in conjunction with the other basic profile elements, will help map the initial Journey itinerary.
- Professionals must be able to add a limited number of questions to the User Needs and Concerns Survey and/or create ad hoc surveys that would inform the case management system.
- The portfolio must 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 must be able to elect to designate some data elements or artifacts as private.
- The system shall 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 other designated professionals.

- The user portfolio must be able to accept and record authorized advisor- or parent-provided data, comments and modification to a user's Itinerary.
- Users must have multiple ways to remember and retrieve their login information, several paths to authenticate, and tools to merge duplicate accounts when known.
- User profile data must be added over time as known and drive adjustments to Activities, resources and content that are suggested to the User for their Journey.
- Users must be able to select Activity results, 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.

#### **4. Professional Collaboration and Support**

The platform shall provide a case management system that will be used to document interactions and support offered to Users accepting support from a professional or other advisor. With User permission, a professional or other advisor may have read access to that User's portfolio in its entirety (except items marked "private") as well as the ability to update a User's Journey Itinerary. Updates made by a professional to an Itinerary must be approved by the User. Professionals assisting a user should be able to collaborate and view case management notes across partnering organizations where a user is receiving assistance from multiple partnering agencies, irrespective of the initial supporting agency.

- Employers, parents and multiple agency partner professionals must be able to connect to, view and interact with a User portfolio securely and privately with user invitation/permission.
- At User command, User work on the site may be shared 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 must be available to prohibit connections to social media, communication and sharing tools as well as internet access to specific individuals and designated groups.
- The system must 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 or organization.
- Agencies or related groups of organizations must be able to aggregate data from the system based on predefined agency/group collectives.
- Professionals must be able to see or suppress seeing, other professionals' work and comments related to a user (case management), within an organization and, with specific permissions, across user-connected agencies.
- Employers must have an online form or other means to enter work-based learning opportunities for vetting by appropriate Users and Professionals. These opportunities must be available to appropriate User Journeys.
- Curriculum, including lesson plans, must be available to professionals for Activities provided by Offeror and a delivery system available to integrate curriculum provided by other sources into the overall series of work.
- Delivery of resource information as well as technical or implementation assistance must 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 must be provided.

## OFFEROR'S RESPONSE 1.

**For each of the four (4) Key Requirements, provide details, narrative and/or illustrations, to demonstrate Offeror's understanding of the project vision and specifically, which functionality will be included in each phase of development.** Offeror's response should list each characteristic/requirement separately and explain how the proposed solution addresses that component.

**In addition, provide a comprehensive description of the technology and architecture that will be used to support the functionality as described the four (4) Key Requirements.** Include detailed information about existing platforms or tools that will be used, along with proposed new development required to implement the Platform as envisioned. Document how your solution will provide a secure, non-duplicated user portfolio even within a system that integrates and transfers data across multiple agencies.

### ANTICIPATED CONTRACT TERM

Contractor's Start-Up Period will begin as soon as the Contract is signed (the Contract Effective Date) and end on June 30, 2019.

The initial operational period of the Contract is anticipated to begin at the end of the start-up period and will last for one (1) year (July 1, 2019 – June 30, 2020).

The total duration of the Contract, from the Operational Start Date until termination, and including the Department's exercise of any options, is not anticipated to exceed five (5) years. The Department may extend the Contract beyond the anticipated term in this subsection, in accordance with provisions in the Contract, in the event that the Department determines the extension is necessary to align the Contract with other Department contracts, to address State or Federal programmatic or policy changes related to the Contract or to provide sufficient time to transition the Work.

### OFFEROR QUALIFICATIONS

#### A. Mandatory Minimum Qualifications:

Below are the required mandatory minimum qualifications. Responder **must** meet the following mandatory qualifications in order to be considered for an award of a Contract. The mandatory qualification requirement is scored on a Met/Not Met basis and only those responses found to meet the mandatory requirement shall be considered for award. If these mandatory qualifications are not met in the initial evaluation, the Offeror will not proceed in the evaluation process.

The Offeror, inclusive of partner organizations included in the proposal, must:

- Propose a product or system that substantially addresses the required key characteristics as detailed in Section 3 – Statement of Work.
- Have a minimum of five (5) years' experience with user interface and interaction design.

- Have a minimum of three (3) years' experience with database development and implementation.
- Have a minimum of three (3) years' experience with database maintenance.
- Have a minimum of three (3) years' experience with API, single sign on and/or other Web Services that facilitate moving data securely between platforms.

## **OFFEROR'S RESPONSE 2.**

**Provide details that demonstrate how Offeror meets all mandatory minimum Offeror qualifications as listed above.** Offeror's response should list each stated experience and/or qualification requirement separately and follow the listed requirement with the details that demonstrate how Offeror meets that specific requirement.

## **OFFEROR'S RESPONSE 3.**

**Previous work experience of the Offerors will also be evaluated. Provide a detailed description of Offeror's organizational experience related to the Work.**

- a. A general description of the Offeror's experience, capabilities, and capacities related to the development and implementation of career and education exploration and planning or related systems well as integrated technology and data solutions among disparate platforms. Provide specific examples of the Offeror's work products.
- b. Submit a minimum of three (3) and maximum of five (5) Company Experience and Demonstrated Capability (CEDC) Fact Sheets, Exhibit 1.

## **CONTRACTOR'S GENERAL REQUIREMENTS**

Contractor shall work cooperatively with State staff and, if applicable, the staff of other State contractors to ensure the completion of the Work.

The State may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the State's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.

### **A. Deliverables**

**All Deliverables shall meet State-approved format and content requirements.** The State will specify how each Deliverable will be documented and/or implemented.

- o Each Deliverable will follow the Deliverable submission process as follows:
  - a. Contractor shall submit each Deliverable to the State for review and approval.
  - b. The State will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within five (5) Business Days following the State's direction to make the change unless the State provides a longer period in writing.
    - i. Changes the State may direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable, or requiring inclusion of information or components that were left out of the Deliverable.
    - ii. The State may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the State in its review. Contractor shall provide the clarification or walkthrough as directed by the State.

- c. Once the State has received an acceptable version of the Deliverable, including all changes directed by the State, the State will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the State's notice to Contractor of its acceptance of that Deliverable.
- Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand, and of high quality. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the State, whether in hard copy or using review or testing environments online.
- If any due date for a Deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the State.
- All due dates or timelines that reference a period of days, months, or quarters shall be measured in calendar days, months, and quarters, unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- No Deliverable, report, data, procedure, or system created by Contractor for the State that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the State, shall be considered proprietary.
- If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies, or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the State's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the State, all requirements, milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones, and Deliverables of the Contract.
- Reviews and signoffs must be documented and available to the MATF upon request. Contractor shall document the steps, timeline, and staff involved in the quality control procedures for each phase and Deliverable.

The MATF reserves the right to make changes within the Scope of Work as may be deemed necessary to best serve the interest of the State. Once the scope of work is fully defined in a Contract, all changes shall be documented by task order to the Contract. Changes without a formal task order will not be valid.

## **B. Work Plan**

**Contractor shall develop a detailed Work Plan by which to monitor the progress of the Work.**

- The Work Plan shall include, but not be limited to, the following:
  - a. All major tasks/activities.
  - b. Start date for each task/activity.
  - c. Completion date for each task/activity.
  - d. Job title of staff resource(s) assigned to each task/activity.
  - e. Completion criteria for each task/activity.
- Contractor shall deliver the Work Plan to the MATF for review and approval.

- The Work Plan shall have detailed and user-friendly timetables, including project schedules, for all required activities and deliverables of the Contract.
- All changes on the timelines or project schedules must be communicated to and approved by the appropriate personnel at MATF.

DELIVERABLE: Draft Work Plan

DUE: Three (3) weeks from the Effective Date

### **C. Communication Requirements**

**Contractor shall have ongoing and continual communication via e-mails and phone conversations with designated Project Manager for the MATF.**

- Telephone calls, telephone conference calls, overnight courier service, facsimile correspondence, and other communication procedures will be at the expense of Contractor.
- Contractor shall not engage in any non-routine communication with the media or the public related to the Work without the prior written consent of the State.

### **D. Business Continuity**

**Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption.**

- The Business Continuity Plan shall include, but is not limited to, the following:
  - a. How Contractor will replace staff that has been lost or is unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
  - b. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
  - c. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
  - d. How Contractor will minimize the effects on Users of any Business Interruption.
  - e. How Contractor will communicate with the State during the Business Interruption and points of contact within Contractor's organization the State can contact in the event of a Business Interruption.
  - f. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
  - g. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.
- Contractor shall deliver the Business Continuity Plan to the State for review and approval.

DELIVERABLE: Business Continuity Plan

DUE: Within ten (10) Business days after the Effective Date

- Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in Contractor's processes, procedures, or circumstances. Contractor shall submit an Updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or Updated Business Continuity Plan or shall note that there were no changes.

DELIVERABLE: Updated Business Continuity Plan

DUE: Semi-annually, by June 30 and December 31 of each year

- In the event of any Business Interruption, Contractor shall implement its most recently approved Business Continuity Plan or Updated Business Continuity Plan immediately after Contractor becomes aware of the Business Interruption. In that event, Contractor shall comply with all requirements, Deliverables, timelines, and milestones contained in the implemented plan.

#### **E. State System Access**

**If Contractor requires access to any State computer system to complete the Work, Contractor shall have and maintain all hardware, software, and interfaces necessary to access the system without requiring any modification to the State's system.**

Contractor shall follow all State policies, processes, and procedures necessary to gain access to the State's systems.

### **OFFEROR'S RESPONSE 4.**

**Provide a draft Work Plan, as described above, detailing in what time periods Contractor will meet Deliverable requirements and provide a platform that meets the four key characteristics described in the KEY REQUIREMENTS section of the Statement of Work.** Identify any functionalities (for example, single sign on, interagency operability or Activities) that will need to be developed, if not a pre-existing Offeror or partner product, including the timelines and plan for developing and implementing those functionalities.

#### **CONTRACTOR PERSONNEL**

##### **A. Personnel General Requirements**

**Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.**

- Contractor shall provide the State with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.

DELIVERABLE: Final list of individuals assigned to the Contract

DUE: Within 5 Business Days following the Effective Date

- Contractor shall update this list upon the State's request to account for changes in the individuals assigned to the Contract.

DELIVERABLE: Updated list of individuals assigned to the Contract

DUE: Within 5 Business Days following the State's request for an update

- Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the State's approval of that individual to be assigned as Key Personnel.

DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change

DUE: At least 5 Business Days prior to the change in Key Personnel

- If any individual filling a Key Personnel position leaves employment with Contractor, Contractor shall propose a replacement person to the State. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the State.

DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with Contractor

DUE: Within 10 Business Days following Contractor's receipt of notice that the person is leaving employment, unless the State allows for a longer time in writing for Contractor to recruit a replacement.

- Contractor's Key Personnel shall attend at least three face-to-face meetings, either at the MATF's office in Denver, CO, or provide for two (2) MATF personnel to attend at least three face-to-face meetings with Key Personnel at Contractor's expense at Contractor's office, once during preliminary design, once during the Start-Up Period, and once during first three (3) months of the Operational Period in order to ensure a smooth start-up and implementation. After that period, the Project Lead and other Key Personnel may attend bi-monthly meetings via phone. Contractor shall provide all additional resources necessary for attendance, including any virtual meeting space or telephone conference lines.
- All Contractor Key and Other Personnel who will work on-site at the MATF may be required to be pre-approved for site access via a criminal background check paid for by Contractor.

#### **B. Personnel Availability**

**Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for technical assistance and meetings with the State during the State's normal business hours, as determined by the State.**

- Contractor shall also make these personnel available outside of the State's normal business hours and on weekends with prior notice from the State. Contractor's Project Lead shall prepare written documentation of each project meeting.
- Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.
- Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the State and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution, and program development.
- Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of a business conducted by Contractor.

#### **C. Key Personnel**

**Contractor shall designate people to hold the following Key Personnel positions, at minimum:**

- Project Lead
  - a. The Project Lead shall have the following qualifications:  
At least five (5) years of experience in a project management role including direct accountability for Responder's responsibilities and performance; setting and achieving team goals according to a project schedule; adhering to a quality control process to ensure deliverables and activities met all requirements; and developing and maintaining positive working relationships with client personnel and team members.
  - b. The Project Lead shall be responsible for all of the following:

- Serving as Contractor’s primary point of contact for the State.
  - Monitoring all phases of the project in accordance with work plans or timelines or as determined between Contractor and the Department.
  - Ensuring the completion of all Work in accordance with the Contract’s requirements. This includes, but is not limited to, ensuring the accuracy, timeliness, and completeness of all work.
  - Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.
  - Have the authority to make decisions and commitments on behalf of Contractor, subject to MATF approval.
  - The Project Lead shall return calls from the MATF staff and respond to e-mail messages within 24 hours. If the Project Lead is not available to take calls and return messages, the MATF shall be notified in advance. In the event that the Project Lead is not available, the MATF shall be notified as to whom to contact in his or her absence.
- Information Technology Lead
    - a. The Information Technology Lead shall have the following qualifications:  
Experience with extract, transform, and load (ETL), and data migration projects, experience with migrations to and from other platforms to the Offeror’s platform.
    - b. The Information Technology Lead shall be responsible for all of the following:
      - Oversight of platform design, engineering and development.
      - Troubleshooting implementation issues and knowledge transfer of necessary system activities to appropriate MATF staff.
  - Security Lead
    - a. The Security Lead shall have the following qualifications:  
Experience with producing system security plans, incident response, and implementing security best practices.
    - b. The Security Lead shall be responsible for all of the following:
      - Ensuring the overall security of the application development, management, and update process throughout the Contract period.
      - Serving as the single senior technical security specialist.
      - Certifying in writing the security of each deliverable.

**D. Other Personnel Responsibilities**

**Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of the Contract.**

Contractor should assign additional leads as necessary, such as training, user interface, or content development, as appropriate as the Work progresses. If the State has determined that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the State.

Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.

## **E. Subcontractors**

### **Contractor may subcontract to complete a portion of the Work required by the Contract.**

The conditions for using a Subcontractor or Subcontractors are as follows:

- Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the Department.
  - DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work
  - DUE: The later of thirty (30) days prior to the Subcontractor beginning work or the Effective Date
- Contractor shall obtain prior consent and written approval for any use of Subcontractor(s).

### **OFFEROR'S RESPONSE 5.**

#### **Provide a detailed explanation of how the Offeror will provide sufficient personnel to perform the Work, including all of the following:**

- How the Offeror will provide Key Personnel that meets or exceeds the requirements contained in this RFP.
- Organizational charts, including Key Personnel, for the Offeror as a whole and for the MATF project team specifically, must be provided. The charts shall clearly indicate lines of authority and communication within and among the Offeror's departments.
- The Offeror shall provide a list of all Key Personnel. Each staff member's assigned responsibilities and time allocated to the project must be provided.
- Qualifications of all Key Personnel shall be presented in the Offeror's proposal. Supporting resumes, as an appendix, outlining education/training, employment history, and experience in conducting work similar to what is expected under this Contract shall be included as an attachment.
- A plan for how the Offeror will replace all Key Personnel and Other Personnel so that the transition between personnel does not impact the ability of the Contractor to complete the Work.

If the Offeror intends to use a Subcontractor, the Offeror shall provide a description of how the Offeror will use Subcontractors and the portions of the Work that will be completed by each Subcontractor. This description shall also include the anticipated positions provided by the Subcontractor and the roles of those positions, as well as a plan for how the Offeror will manage the Subcontractor and all Subcontractor personnel to ensure that the portions of the Work assigned to the Subcontractor will be completed accurately and in a timely manner.

## **USER ACCEPTANCE TESTING**

### **Contractor will gather feedback from the Department, Professionals and Users during system development.**

- The Contractor must conduct, at minimum, monthly feedback sessions among Users the MATF convenes. The purpose of the meetings is to gather feedback on content, functionality, and user interface design as appropriate in the development life cycle.
- The Contractor will provide by June 1, 2019, in a review environment, a fully functional system for User and MATF acceptance testing in preparation for July 1, 2019 deployment.
- Contractor shall make all changes as requested to meet the needs of the Department and the requirements of the Contract no later than June 15, 2019.

DELIVERABLE: Obtain User Feedback

DUE: Monthly; January 1, 2019 through June 1, 2019

DELIVERABLE: Deploy first phase product to review environment for UAT

DUE: June 1, 2018

DELIVERABLE: All changes necessary to satisfy User acceptance testing

DUE: June 15, 2019

- All components of Contractor's system as detailed in the Contract Scope of Work shall be operational no later than July 1, 2019.

DELIVERABLE: Operational, ICAP-ready, Multi-Agency Education, Training and Career Planning Platform

DUE: No later than the Operational Start Date (July 1, 2019).

## **UPGRADES TO CONTRACTOR'S SYSTEMS**

**Contractor shall monitor various sources for information on federal and state regulations that affect the data collection and transfer efforts necessary in the Multi-Agency Education, Training and Career Planning Platform.**

Contractor shall update its system, at no cost, including but not limited to changes, deletions, and additions to data elements, reporting, and functionalities in the event that state or federally-mandated regulations or legislation are passed that result in needed updates/changes to any component of Contractor's system. Such changes must be implemented by the Contractor within three (3) months of the MATF's request unless a longer period of time is agreed to in writing by the MATF.

### **OFFEROR'S RESPONSE 6.**

**Describe the Offeror's change process in the event that regulations, legislation or other client needs require updates to the Contractor's system.**

For example, how does the Contractor balance change requests for all of its clients, how long (on average) do functionality changes or updates take to implement, and how does Contractor incorporate its client into such change-making decisions?

## **STORAGE**

**Contractor shall provide a full data backup file containing the entire program year's data.**

DELIVERABLE: Annual Data Downloads

DUE: Within 90 days of the conclusion of the program year (program year ends June 30<sup>th</sup> of each year).

## REPORTING

### A. Standard and Pre-Formatted Reports

**Contractor shall develop and/or continue to develop pre-formatted reports in order to facilitate the analysis and review of data.**

- In addition to Contractor's standard reports, Contractor's shall provide up to twenty (20) pre-formatted reports as directed by the MATF containing the information mix and formatting requested by the MATF. Pre-Formatted report design shall be accomplished as the data collection and transfer specifications are built during the Start-Up Period.
- All reports, standard, pre-formatted, ad-hoc and custom, shall be accessible to Users who are granted access by the State User Administrator according to user role and responsibility and must be extractable as PDF, CSV, and Excel formats.
- A secure method of transport of reporting shall be made available to Users of all levels to ensure the security of PII (Personally Identifiable Information).
- All reports (ad hoc, custom, pre-formatted and standard) that contain any PII shall have role-based security and Users shall only be granted access by a State User Administrator **except** for those Professionals that have been granted portfolio access by a User.
- Contractor, at no cost to the MATF, shall provide all new and updated ad hoc reports that Contractor adds to the system as part of Contractor's regular upgrade to the system.

### B. AD HOC END-USER REPORTS

**At no additional cost, Contractor's system shall provide and allow custom end-user reporting capabilities.**

- Contractor's system shall provide Users with the capability to create their own reports and save the reports for future use, which shall allow Users to create an unlimited number of Ad Hoc End-User reports.
- Contractor's Ad Hoc reporting and query functions shall:
  - a. Be user friendly and not require end-Users to know how to write queries to obtain their reports. The interface must offer a basic set of intuitive features that promote easy report definition.
  - b. Filter on key fields in order to obtain the view requested.
  - c. Group and sort data to meet User-specific needs.
  - d. Have the ability to apply data visualizations such as charts, graphs, and dashboards.
  - e. Allow Users to save, modify, copy, and delete reports. Allow administrator ability to hide/grant access to user groups.
  - f. Present data in a graphical form (e.g., pie charts, bar charts, or other visually pleasing representations).
- Contractor's system shall contain graphic, drill-down Dashboard widgets, with bar charts (or similar), graphs (or similar), and alerts that can be printed, exported, and drilled into for more granular information.

## C. CUSTOM REPORTS

**The MATF may request that Contractor create custom reports in addition to the twenty pre-formatted reports, which, upon Contractor's completion of the custom report development, shall be considered part of the standard reporting available to Users.**

- All custom reports shall be available for use by THE MATF and the Centers at no cost, other than the hourly development cost to build the report.
- The Department may initiate a custom report request by submitting a written request to Contractor for an estimate of the hours and services required to complete the custom report development.
- Contractor shall respond in writing to the Department's request for estimates within five (5) Business Days of receipt of the request.
- Contractor's response shall include:
  - a. An estimate of the hours needed to complete the project.
  - b. The activities and milestones required to complete the project.
- In the event that Contractor's estimate of hours needed to complete the custom report development exceeds sixty (60) hours, Contractor's response shall also include all of the following:
  - a. A description of the personnel commitments for the custom report development including:
    - The names of all persons assigned to the custom report development.
    - The estimated hours that each person will need to complete his/her work responsibilities.
    - A timeline delineating the estimated completion dates of activities critical to the custom report development.
    - A breakdown of the hours required per critical activity.
- The Department will review Contractor's response and may elect not to have Contractor perform any or all of the additional custom report developments or may request changes to Contractor's response. The Department will elect to have Contractor perform additional custom report developments in the Department's sole discretion.
- Contractor shall not begin an additional custom report development without the prior written approval of the Department.
- Contractor shall not perform any additional custom report development for which funds are not available. If additional funding is required, the Contract may be amended, by Task Order, to add additional funds.
- The Offeror shall propose an hourly rate for additional custom report development work.

### **OFFEROR'S RESPONSE 7.**

**Provide details regarding the types of standard reporting that is included in Contractor's system and the formats in which they are exportable.**

Describe how PII will be securely transported. Explain Contractor's role-based security. How frequently does Contractor develop new and updated standard reports? Describe the functionality the system provides for ad hoc report creation. Describe Contractor's experience with creating custom reports and the general timelines and expectations from the MATF for the creation of custom reports.

## SECURITY AND ACCESSIBILITY

### A. Security Requirements

**Contractor shall propose detailed, standardized security procedures that the MATF shall review and approve.**

- Contractor shall implement technical controls, based on industry best practices in accordance with the State of Colorado Cyber Security Policies. Those policies can be found at <http://www.oit.state.co.us/ois/policies> and are incorporated herein by this reference.
- All Student Personally Identifiable Information (PII) shall be considered part of the High data security category and Contractor shall comply with all requirements in OIS policies and procedures required for data categorized as High.
- Contractor's role based security decisions must be defined within the system in cooperation with qualified MATF staff.

### B. Accessibility Requirements

- Contractor shall comply with the requirements of the Federal Americans with Disabilities Act (ADA) of 1990, <http://www.ada.gov/websites2.htm>, to the fullest extent possible for information technology.

### C. System Uptime Requirements

- System shall maintain at minimum a 99.95% uptime.
- Downtime due to scheduled maintenance or planned outages, with sufficient (two (2) weeks) notification shall not be counted towards downtime calculations.
- If unscheduled downtime occurs the contractor shall notify the MATF administrator with cause the cause of the outage, restoration timing, and plan for restoration of the system.
- Any further communication to Users regarding downtime to the user base, scheduled or unscheduled, shall be done by Contractor. Contractor shall indicate any scheduled or unscheduled downtimes on Contractor's site or by sending email, or text (to opted in Users) notifications to Users.

## OFFEROR'S RESPONSE 8.

**Detail the Contractor's system uptime requirements and security policies.** Detail the hardware and software upon which the system shall be accessible, the operating systems on which the system may be securely accessed, and the browsers with which Contractor's system is compatible. Include a sample copy of Contractor's standard Service Level Agreement.

## TRAINING

Contractor shall provide the following trainings:

### A. Start-Up Period Trainings

Contractor shall provide three face-to-face, full-day Start-Up Period Trainings in order to teach designated MATF personnel how to use pre-existing components of Contractor's system, if any. Additionally, Contractor shall provide one face-to-face training annually for each year the Contract is renewed.

- The trainings shall occur in locations to be determined by the MATF.
- The Department, at its own cost, will secure space for each training. The Department will provide information regarding the location of the space to Contractor. Contractor will not be responsible for paying for or securing space for the trainings.
- The Department will provide Contractor with a list of attendees and the total number of attendees who will be participating in each training.
- The trainings shall occur on dates as chosen by the MATF and all trainings for during the Start-Up Period shall occur prior to May 1, 2019. Contractor will inform the MATF of any equipment needed to implement hands-on training.
- The trainings shall cover, but not be limited to training on all features and functionalities of Contractor's system, how to run and create reports, and how to access and use the system. Participants shall have time to explore the system and ask any questions that arise.
- Contractor's training materials and trainings shall utilize four distinct training media to facilitate adult learning. The range of training media shall include, but not be limited to:
  - a. Verbal Instruction provided by instructor lead sessions to review the Contractor's System.
  - b. Written Instruction in the form of a user manual.
  - c. Visual Instruction in the form of overhead slides and projection screens from the trainer's workstation.
  - d. Hands-on-Instruction providing the trainee with the opportunity to learn by doing.
- The MATF anticipates that there will be a mix of MATF administrators and Professionals at each training. Therefore, Contractor shall develop each training to have breakouts or other sessions that are relevant to each specific user group to prevent Users from sitting in training components that are inapplicable to their user group.
- Contractor shall provide all training materials to the MATF so that during the Contract term the MATF may provide an overview training for New users.

DELIVERABLE: Start-Up Period Trainings

DUE: The trainings shall occur on dates as chosen by the MATF and all trainings shall occur prior to May 1, 2019.
- In the event that the MATF needs additional face-to-face, full-day Start-Up Period Trainings beyond the three listed in this Statement of Work, Contractor shall provide the additional trainings as requested by the MATF. The pricing for any additional trainings will be at the same rate bid per Start-Up Period Training.

- Offeror should list any additional trainings that they would recommend as part of their product implementation and training. Offeror should list out the prices for any such additional trainings. However, it shall be at the MATF sole discretion, regarding whether to have Contractor conduct these trainings.

## **B. User Manual and Online Training Modules**

**Contractor shall develop a system user manual that Contractor shall provide Users access to via Contractor's website to supplement the Start-Up Period trainings.**

DELIVERABLE: User Manual

DUE: Two (2) weeks prior to the first Start-Up Training

**Contractor shall develop online training modules related to any essential or newly developed tool or feature, to provide guidance and instruction for Users and new Users regarding the system as the feature is developed.**

- Examples of the type of online training modules that must be available include:
  - a. Overview and navigation of Contractor's System.
  - b. How to create an account
  - c. How to add, modify or remove Activities from a User Journey Itinerary
  - d. How to add and invite Professionals to participate in User Portfolio
  - e. How to develop an ad hoc report
  - f. How to run standard reports in Contractor's System.

DELIVERABLE: Online Training Modules

DUE: By August 15, 2019

- Contractor shall create online training modules and/or user instructions any time that Contractor upgrades the system in a way requiring Users to enter data differently, interact with the system differently, etc. and shall provide those materials via Contractor's website so that Users are informed of any new system requirements.
- Contractor shall notify the Department one (1) month in advance of any system upgrades that will require notification to the field and shall post the online training modules and instructions two (2) weeks prior to the go-live date of the system changes so that Users are prepared for changes in the field.
- Contractor shall provide a post-training survey to participants one week after trainings to gather feedback on their experience after having taken the training, whether in person or online.

## **OFFEROR'S RESPONSE 9.**

**Describe the trainings and training modules that Contractor will provide.** Provide information about the subject matter of the trainings, the experience and number of trainers provided, and the training formats. How will Contractor provide training/instructions any time that Contractor upgrades its system in a way that requires Users to enter data differently or interact with the system differently?

## CUSTOMER SUPPORT

**Contractor shall provide readily available customer and technical support, via phone and email, at minimum.**

- Customer support shall be available Monday through Friday on Business Days during Contractor's normal business hours (Offerors should list out their normal business hours in their proposals).
- Contractor shall respond to inquiries and questions from Users, Professionals and MATF system users using Contractor's system.
- The customer support center shall provide technical assistance for technical issues that Users and the MATF are having with the system.
- Contractor shall return all voice mail and e-mail messages within one (1) Business Day of receipt. Inquiries received on Holidays or outside business hours will receive priority attention the next Business Day.
- Contractor shall provide dedicated technical support for state-level technical staff and local program end user-level on bugs and/or support issues.
- Contractor shall develop organizational standards on customer service for both internal and external customers.

DELIVERABLE: Customer Service Standards.

DUE: Thirty (30) days prior to the Operational Start Date.

At the Department's Request, to address complaints received, the Contractor shall provide the MATF, and implement, a Complaint Resolution Plan explaining how the Contractor will resolve any service and/or performance issues.

DELIVERABLE: Complaint Resolution Plan

DUE: Within fifteen (15) Business Days of the Department's Request for the Complaint Resolution Plan

- These services shall be included at no additional cost to the MATF or Users.

## OFFEROR'S RESPONSE 10.

**Detail Contractor's customer and technical-support services that will be provided as part of this Contract.** This description should include, but is not limited to, the number of customer service representatives and technical support staff members that will be available, where the customer service center is located, the training and experience that customer service and technical support-staff receive, a brief description of Contractor's Complaint Resolution Plan, and the different methods by which questions may be asked (phone, website, instant message, etc.).

## START-UP AND CLOSEOUT PERIODS

This Contract shall have a Start-Up Period (January 1, 2019 – June 30, 2019) with a Closeout Period to be defined.

### A. Start-Up Period

**The Operational Start Date shall not occur until Contractor has completed all requirements of the Start-Up Period**, including, but not limited to, the completion of the operational readiness review contained in the Start-Up Plan, unless the State provides written approval otherwise.

- During the Start-Up Period, Contractor shall complete all of the following:
  - a. Create the Work Plan.
  - b. Create the Business Continuity Plan.
  - c. Create and implement a State-Approved Start-Up Plan.
  - d. Complete all Start-Up period Trainings.
  - e. Complete all steps, Deliverables, and milestones contained in the State-approved Start-Up Plan.
  - f. Contractor shall provide weekly updates, to the State, throughout the Start-Up Period, that show Contractor's status toward meeting the timelines and milestones described in the State-approved Start-Up Plan.
  - g. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the State prior to the end of the Start-Up period. Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the State to the State for review and approval in a timely manner that allows the State to review and approve those documents prior to end of the Start-Up Period.
  - h. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract.  
 DELIVERABLE: Policies and Procedure Manual  
 DUE: The later of the Effective Date or 30 days prior to the Operational Start Date
  - i. Complete all system modifications needed to comply with the Statement of Work and to have an operational system by July 1, 2019.
  - j. Contractor shall ensure that all requirements of the Start-Up Period are complete by the deadlines contained in the State-approved Start-Up Plan and that Contractor is ready to perform all Work by the Operational Start Date.  
 DELIVERABLE: Start-Up Plan  
 DUE: Within 5 Business Days after the Effective Date

**During the Start-Up Period, Contractor shall create a Start-Up Plan that contains, at a minimum, all of the following:**

- A description of all steps, timelines, milestones, and Deliverables necessary for Contractor to be fully able to perform all Work by the Operational Start Date.
- A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.
- An operational readiness review for the State to determine if Contractor is ready to begin performance of all Work.
- The risks associated with the start-up and a plan to mitigate those risks.
- Contractor shall deliver the Start-Up Plan to the State for review and approval.

## COMPENSATION AND INVOICING

As noted in the BACKGROUND to this RFP, funding for the build of this Platform has not been identified by the State. An essential component to a competitive response is identifying funding that the Offeror may bring to the project. However, in order to evaluate Offeror responses and ascertain best value, along with continuing to locate sustainable funding, the State requires that pricing related to building the Platform, in keeping with the requirements in this RFP, be disclosed by each Offeror.

Offeror should incorporate all costs into fees listed below. Pricing must be inclusive of all Offeror staff costs, administrative support costs, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, training, after hours or weekend time, insurance, overhead, profit, and costs for all other items consumed, utilized, and/or required by Offeror's staff. Unless otherwise specified, all hardware and software, including time and materials to design, develop and deploy the Platform as deemed necessary by the Offeror, shall be included in the proposed costs.

### A. Start-Up Costs

- Contractor must identify amounts as bid by Contractor in **Exhibit 2**, pursuant to the Statement of Work, including pricing for all deliverables.
- Contractor must identify a Cost Component Response for any additional requested reporting, training or data collection features as described in this Request for Proposal not already available via Contractor's system or included above as Start-Up deliverable items.

### B. Annual Licensing

Contractor must identify amount per annual license as bid by Contractor in **Exhibit 2**, for each product or product component included in Contractor's solution that carries an annual licensing fee.

- The MATF does not guarantee any specific number of licenses
- Contractor shall only receive payment for licenses upon Contractor providing a system with all functionalities listed in the Statement of Work. The functionalities include those that Contractor must develop or modify to meet the Contractual requirements, which may not otherwise be available in their currently existing product (this includes but is not limited to reporting requirements, data exchange implementation, and other functionalities). Hosting and Maintenance

### C. Hosting and Maintenance

- The MATF will pay Contractor a hosting and maintenance payment, as bid by Contractor in **Exhibit 2** once Contractor provides a system with all functionalities listed in the Statement of Work.

### D. Trainings Years 2-5

- In the event that The MATF elects to have the Contractor provide an annual training in Years 2-5, then Contractor will be paid an amount per training as bid by Contractor in Exhibit 2, Cost Component Response.

### E. Custom Report

- In the event that The MATF elects to have the Contractor create a custom report(s) then the compensation for that work shall be as follows:

- The Department shall pay the Contractor a Payment equal to the number of hours of custom report work completed during a month on a project approved by The MATF, rounded to the nearest one-tenth (1/10) of an hour, multiplied by the Custom Hourly Rate bid by Contractor in **Exhibit 2**, Cost Component Response.

**F. Detailed Invoicing and Payment Procedures**

- Contractor shall invoice the State on a monthly basis, by the 15th Business Day of the month following the month for which the invoice covers. Contractor shall not invoice the State for a month prior to the last day of that month.
- The invoice shall contain all of the following for the month for which the invoice covers:

The number of each type of license, the dollar value per each type of license, and the total licensing payment owed.

The amount owed for hosting and maintenance.

The dollar value for the Start-Up training provided and for Years 2-5, the price for the one (1) annual training. In addition, any Start-up period pricing based on deliverables.

The hourly rate for custom reports and the total amount owed upon the completion of a custom report.

The Contract CMS number listed on the cover page of the Contract.

**OFFEROR'S RESPONSE 11. Complete Exhibit 2: Cost Component Response – RFP-DHECIC-01.**

END OF SECTION 3



## SOW Attachment B: Agency Platform Overview

for potential integration into user Journey

**AGENCY: Colorado Department of Labor and Employment – Connecting Colorado**

Platform Name and URL	Specific Tool/Feature	Tool/Feature URL	Data Exchange Desired?
https://www.connectingcolorado.com/	Job Search	Has own user authentication system – not open access	
	Post a Resume		
	Apply for a specific Job		

1. Does the agency platform include user authentication? **Yes** If yes, then:
  - a. Can the agency platform work with another calling system (the new platform) as the identity provider?  
**Not presently but with appropriate development time this can be achieved.**
  - b. What types of single sign on (SSO) are supported?  
**N/A**
  - c. What are the SSO capabilities of the agency platform?  
**N/A**
2. What APIs exist in the agency platform?
  - a. Provide user data back to the calling system?  
**We currently accept data in a file format for system updates. APIs are future state for Connecting Colorado.**
  - b. Accept data from the calling system?  
**We send data in a file format to multiple agencies. APIs are future state for Connecting Colorado.**
3. Would the existing APIs support agency platform integration with the calling system or is new API development required?  
**New API development is on our schedule.**
4. Do you have the capacity (in-house resources/funds) to build API capability to facilitate data exchanges if not currently available?  
**Yes.**

**AGENCY: Colorado Department of Higher Education (Websites maintained and hosted by DATA Inc., source owned by DHE)**

Platform Name and URL	Specific Tool/Feature	Tool/Feature URL	Data Exchange Desired?
<a href="http://www.cicmoney101.org/">http://www.cicmoney101.org/</a> (Money 101)  Note: Content should be updated	10 online financial literacy lessons, facilitator system	<a href="http://www.cicmoney101.org/Course-Catalog/Psychology-of-Money.aspx">http://www.cicmoney101.org/Course-Catalog/Psychology-of-Money.aspx</a>	Yes
		<a href="http://www.cicmoney101.org/Course-Catalog/Income.aspx">http://www.cicmoney101.org/Course-Catalog/Income.aspx</a>	Yes
		<a href="http://www.cicmoney101.org/Course-Catalog/Money-Management.aspx">http://www.cicmoney101.org/Course-Catalog/Money-Management.aspx</a>	Yes
		<a href="http://www.cicmoney101.org/Course-Catalog/Spending.aspx">http://www.cicmoney101.org/Course-Catalog/Spending.aspx</a>	Yes
		<a href="http://www.cicmoney101.org/Course-Catalog/Saving.aspx">http://www.cicmoney101.org/Course-Catalog/Saving.aspx</a>	Yes
		<a href="http://www.cicmoney101.org/Course-Catalog/Credit.aspx">http://www.cicmoney101.org/Course-Catalog/Credit.aspx</a>	Yes
		<a href="http://www.cicmoney101.org/Course-Catalog/Insurance.aspx">http://www.cicmoney101.org/Course-Catalog/Insurance.aspx</a>	Yes
		<a href="http://www.cicmoney101.org/Course-Catalog/Paying-For-College.aspx">http://www.cicmoney101.org/Course-Catalog/Paying-For-College.aspx</a>	Yes
		<a href="http://www.cicmoney101.org/Course-Catalog/Identity-Theft.aspx">http://www.cicmoney101.org/Course-Catalog/Identity-Theft.aspx</a>	Yes
		<a href="http://www.cicmoney101.org/Course-Catalog/Taxes.aspx">http://www.cicmoney101.org/Course-Catalog/Taxes.aspx</a>	Yes

1. Does the agency platform include user authentication? **Yes**. If yes, then:
  - a. Can the agency platform work with another calling system (the new platform) as the identity provider?  
 This would require some development time but is possible. Existing users would need to be available in the new provider.
  - b. What types of single sign on (SSO) are supported?  
 The platform currently supports the OpenID 2.0 specification. I recommend that the system be upgraded to use the OpenID Connect specification as the OpenID 2.0 specification is obsolete and the implementation has known issues.
  - c. What are the SSO capabilities of the agency platform?  
 Authentication and user attribute exchange including user roles.
2. What APIs exist in the agency platform? **No public APIs exist. User profile information is provided from the identity provider during authentication process.**
  - a. Provide user data back to the calling system?
  - b. Accept data from the calling system?
3. Would the existing APIs support agency platform integration with the calling system or is new API development required? **N/A**
4. Do you have the capacity (in-house resources/funds) to build API capability to facilitate data exchanges if not currently available? **Yes**.

<a href="https://www.coadmissionstool.org/">https://www.coadmissionstool.org/</a> (College Admissions Tool)  Note: Colorado public, selected private institutions only	Build Options Wizard, Matching Colleges List, Compare, My Progress, My Scorecard, My Plan	<a href="https://www.coadmissionstool.org/admissionstool#/criteria/pathway">https://www.coadmissionstool.org/admissionstool#/criteria/pathway</a>	Yes
		<a href="https://www.coadmissionstool.org/admissionstool#/matching-college-list">https://www.coadmissionstool.org/admissionstool#/matching-college-list</a>	Yes
		<a href="https://www.coadmissionstool.org/admissionstool#/compare">https://www.coadmissionstool.org/admissionstool#/compare</a>	
		<a href="https://www.coadmissionstool.org/admissionstool#/my-progress">https://www.coadmissionstool.org/admissionstool#/my-progress</a>	Yes
		<a href="https://www.coadmissionstool.org/admissionstool#/my-scorecard">https://www.coadmissionstool.org/admissionstool#/my-scorecard</a>	Yes
		<a href="https://www.coadmissionstool.org/admissionstool#/my-plan">https://www.coadmissionstool.org/admissionstool#/my-plan</a>	Yes

1. Does the agency platform include user authentication? **Yes**. If yes, then:

- Can the agency platform work with another calling system (the new platform) as the identity provider?  
**This would require some development time but is possible. Existing users would need to be available in the new provider.**
- What types of single sign on (SSO) are supported?  
**The platform currently supports the OpenID 2.0 specification. I recommend that the system be upgraded to use the OpenID Connect specification as the OpenID 2.0 specification is obsolete and the implementation has known issues.**
- What are the SSO capabilities of the agency platform?  
**Authentication and user attribute exchange including user roles.**

2. What APIs exist in the agency platform? **No public APIs exist.**

- Provide user data back to the calling system?
- Accept data from the calling system?

3. Would the existing APIs support agency platform integration with the calling system or is new API development required? **N/A**

4. Do you have the capacity (in-house resources/funds) to build API capability to facilitate data exchanges if not currently available? **Yes**

<a href="https://www.cotrainingproviders.org/?auth=0#/">https://www.cotrainingproviders.org/?auth=0#/</a> (Colorado Training Providers – ETPL)	Program Options by CIP (O*NET crosswalks), Compare Favorites, Explore Career to Programs, Program Costs/Performance	<a href="https://www.cotrainingproviders.org/Search#/Program/">https://www.cotrainingproviders.org/Search#/Program/</a>	
		<a href="https://www.cotrainingproviders.org/Search#/Compare">https://www.cotrainingproviders.org/Search#/Compare</a>	Yes
		<a href="https://www.cotrainingproviders.org/#/explore">https://www.cotrainingproviders.org/#/explore</a>	
		<a href="https://www.cotrainingproviders.org/Search#/Details/Provider/">https://www.cotrainingproviders.org/Search#/Details/Provider/</a>	Yes

1. Does the agency platform include user authentication? **Yes**. If yes, then:

- Can the agency platform work with another calling system (the new platform) as the identity provider?  
**This would require some development time but is possible. Existing users would need to be available in the new provider.**
- What types of single sign on (SSO) are supported?  
**The platform currently supports the OpenID 2.0 specification. I recommend that**

- the system be upgraded to use the OpenID Connect specification as the OpenID 2.0 specification is obsolete and the implementation has known issues.
- c. What are the SSO capabilities of the agency platform?  
Authentication and user attribute exchange including user roles.
2. What APIs exist in the agency platform?
    - a. Provide user data back to the calling system?  
One REST API method is available to pull program data by ZIP and CIP codes. (see table above)
    - b. Accept data from the calling system?  
No calls are being made to external systems.
  3. Would the existing APIs support agency platform integration with the calling system or is new API development required? Yes it would be supported.
  4. Do you have the capacity (in-house resources/funds) to build API capability to facilitate data exchanges if not currently available? Yes.

**AGENCY: Colorado Department of Higher Education (Websites/tools maintained and hosted by DHE)**

Platform Name and URL	Specific Tool/Feature	Tool/Feature URL	Data Exchange Desired?
<a href="https://cof.college-assist.org/">https://cof.college-assist.org/</a> (College Opportunity Fund)	Eligibility content, application	<a href="https://cof.college-assist.org/Home/Faq#public-college-eligibility-requirements">https://cof.college-assist.org/Home/Faq#public-college-eligibility-requirements</a>	
		<a href="https://cof.college-assist.org/Apply">https://cof.college-assist.org/Apply</a>	Yes
<a href="https://highered.colorado.gov/Academics/Transfers/gtPathways/curriculum.html">https://highered.colorado.gov/Academics/Transfers/gtPathways/curriculum.html</a> (Guaranteed Transfer (GT) Pathways Tool)	Curriculum/Courses; browse and each of several course categories	<a href="https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx">https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx</a>	
		<a href="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-CO1</a>	
		<a href="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-CO2</a>	
		<a href="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-CO3</a>	
		<a href="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-AH1</a>	
		<a href="https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx?cat=GT-AH2">https://highered.colorado.gov/Academics/Transfers/gtPathways/Curriculum/Courses.aspx?cat=GT-AH2</a> (etc...)	
<ol style="list-style-type: none"> <li>1. Does the agency platform include user authentication? No</li> <li>2. What APIs exist in the agency platform? None</li> <li>3. Would the existing APIs support agency platform integration with the calling system or is new API development required? No existing APIs</li> <li>4. Do you have the capacity (in-house resources/funds) to build API capability to facilitate data exchanges if not currently available? No</li> </ol>			

<a href="http://launchmycareercolorado.org/">http://launchmycareercolorado.org/</a> (Launch My Career Colorado)	Favorite searches, search results	<a href="http://launchmycareercolorado.org/jobs/">http://launchmycareercolorado.org/jobs/</a>	
		<a href="http://launchmycareercolorado.org/majors/">http://launchmycareercolorado.org/majors/</a>	
		<a href="http://launchmycareercolorado.org/schools/">http://launchmycareercolorado.org/schools/</a>	
		<a href="http://launchmycareercolorado.org/industry/">http://launchmycareercolorado.org/industry/</a>	

**AGENCY: Colorado Department of Higher Education (Websites/tools owned, maintained and hosted by XAP Corp.) Careers In Colorado CDHE with the Colorado Workforce Development Council**

Platform Name and URL	Specific Tool/Feature	Tool/Feature URL	Data Exchange Desired?
<a href="https://www.careersincolorado.org/#/home">https://www.careersincolorado.org/#/home</a> (Careers In Colorado)	Industry, pathway, careers, education/programs, gap analysis	<a href="https://www.careersincolorado.org/#/Industry/Healthcare">https://www.careersincolorado.org/#/Industry/Healthcare</a>	Yes
		<a href="https://www.careersincolorado.org/#/Industry/Construction">https://www.careersincolorado.org/#/Industry/Construction</a>	Yes
		<a href="https://www.careersincolorado.org/#/Industry/InformationTechnology">https://www.careersincolorado.org/#/Industry/InformationTechnology</a>	Yes
<p>1. Does the platform include user authentication? <b>No</b>. If yes, then:</p> <p>a. Can the platform work with another calling system (the new platform) as the identity provider?</p> <p>b. What types of single sign on (SSO) are supported?</p> <p>c. What are the SSO capabilities of the agency platform?</p> <p>2. What APIs exist in the platform?</p> <p>a. Provide user data back to the calling system? <b>None</b>.</p> <p>b. Accept data from the calling system? <b>None</b>.</p> <p>3. Would the existing APIs support platform integration with the calling system or is new API development required? <b>New development is required</b>.</p> <p>4. Do you have the capacity (in-house resources/funds) to build API capability to facilitate data exchanges if not currently available? <b>We have the flexibility and capacity of resources to accommodate various development projects including, the building of APIs.</b></p>			
<a href="https://secure.collegeincolorado.org/Own_Your_Future/Welcome.aspx">https://secure.collegeincolorado.org/Own_Your_Future/Welcome.aspx</a> (Own Your Future)  Note: This module is a component of the larger XAP Transitions platform	Content and tools including budgeting, scheduling, life skills	<a href="https://secure.collegeincolorado.org/own_your_future/your_life/_default.aspx">https://secure.collegeincolorado.org/own_your_future/your_life/_default.aspx</a>	Yes
		<a href="https://secure.collegeincolorado.org/own_your_future/your_work/_default.aspx">https://secure.collegeincolorado.org/own_your_future/your_work/_default.aspx</a>	Yes
		<a href="https://secure.collegeincolorado.org/own_your_future/back_to_school/_default.aspx">https://secure.collegeincolorado.org/own_your_future/back_to_school/_default.aspx</a>	Yes
<p>1. Does the platform include user authentication? <b>Yes</b>. If yes, then:</p> <p>b. Can the platform work with another calling system (the new platform) as the identity provider? <b>Yes</b>.</p> <p>c. What types of single sign on (SSO) are supported? <b>We currently support SAML and OAuth2 with other platforms as the Identity Provider. Own Your Future could be</b></p>			

- augmented to work with other SSO protocols.
- d. What are the SSO capabilities of the agency platform? **We currently support OpenId 2.0 with XAP as the Identity Provider.**  
**Own Your Future could be augmented to work with other SSO protocols.**
2. What APIs exist in the platform?
    - a. Provide user data back to the calling system? **None.**
    - b. Accept data from the calling system? **None other than SSO API's accepting basic information.**
  3. Would the existing APIs support platform integration with the calling system or is new API development required? **New development is required.**
  4. Do you have the capacity (in-house resources/funds) to build API capability to facilitate data exchanges if not currently available? **We have the flexibility and capacity of resources to accommodate various development projects, including the building of APIs.**

**AGENCY: Colorado Department of Higher Education (Website hosted on Site Ground, maintained by Wolak Ent. Content owned by DHE)**

Note that these are content-based sites only; content could be added to core platform content rather than delivered in stand-alone sites.

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

Responses below are for all three of the websites above:

1. Does the platform include user authentication? **No** If yes, then:
  - a. Can the platform work with another calling system (the new platform) as the identity provider?
  - b. What types of single sign on (SSO) are supported? **This could be done using an API extension for Joomla.**
  - c. What are the SSO capabilities of the platform? **This could be done using Auth0 for Joomla.**
2. What APIs exist in the platform?
  - a. Provide user data back to the calling system? **Joomla is built on a LAMP stack. An extension would need to be installed to get an API established.**
  - b. Accept data from the calling system? **Once the API Extension has been installed and configured, you could pull data from the database**
3. Would the existing APIs support platform integration with the calling system or is new API development required? **New development.**
4. Do you have the capacity (resources) to build API capability to facilitate data exchanges if not currently available? Cost estimate? **Additional consultant would be required with API experience.**

## SOW Attachment C: Essential Activity Components

With agency website/tools available for integration 6/25

### Self-Assessment

<b>Assessments and Surveys</b>		
Recommend a battery of assessment instruments that may individually or collectively inform that user of potential good matches to careers.		
Client concerns & needs assessment	A pre-survey administered to the user that asks them about their top concerns and needs currently. This would start building user profile that allows the system to create the activity selection and personalization	Create survey to discover distinguishing characteristics of user needs to inform activity selection
Assess Interests	Interest assessments/surveys that help the user identify their interests and how they relate to the world of work	
Identify Career Cluster	Suggest top career clusters for user to explore based upon activities they like, personal qualities and school subjects.	
Assess Abilities	Tests administered to assess the knowledge and skills of adult learners such as reading, math, language, vocabulary, science and spatial ability, motor coordination and manual dexterity	
Assess Employability Skills	Surveys and assessments that help the user evaluate their employability skills ("soft," foundational, work-readiness skills) that include basic academic skills such as reading and writing, thinking skills such as reasoning and problem solving and personal qualities such as integrity and self-control as well as those skills that a person has that transfer to other types of work.	
Assess Aptitudes	Assessment that combines aptitudes (natural ability or talent to do something) + interests to make career & educational program recommendations and personal insights	
Custom Surveys	Provide a form builder or other method to create custom surveys and track results.	
Identify Work values	These surveys help the user identify what is most important or valuable to them in work situations such as achievement, recognition, support and the like.	
Translate assessments into suggested cluster and career options	Suggest careers to user based upon their assessment results. Include most likely postsecondary pathway option for success and key facts including prominent employer profiles, about career/industry.	

## Explore Career Options

<b>Career Profile data and exploration tools</b>		
Methods to browse, filter and understand the world of work including career cluster categorization: cluster profile, recommended high school or concurrent enrollment plans of study, and for careers: detailed career profiles including military options, emerging/specialty careers, keyword searches, compare side-by-side, links to specific related industry sites		
Salary/Wage data	Use data to help users draw conclusions about their region, lifestyle, etc. not just raw data but salary/wage with respect to cost of living.	
Career/Industry Employment Forecasts	Data to help users draw conclusions about their opportunities in their region including job availability and industry employers	
Understand which careers exist in Colorado's key industries and how into get them	Colorado's economy depends on skilled labor across many key industries. To fill this labor pipeline, CWDC works with employers in regions across the state to define top jobs and critical occupations as well as the education, skills and competencies required to attain those jobs. This activity should help users get excited about the industry, map out the career pathways available to them, including finding programs/majors in continuing their education to qualify for jobs along the pathway.	CareersInColorado.org : CWDC/CDHE
Understand educational and licensure requirements for careers	When evaluating career choices, youth users should be able to view a recommended course plan at the high school level, concurrent enrollment opportunities appropriate, and for youth and adults, apprenticeship opportunities, programs and majors that are recommended for postsecondary study, along with credential level expected and further licensure or on the job training required.	
Career employability skills	Job employability and retention skills such as on the job behavior, problem solving, attendance, timeliness are skills employers often say are essential but missing in job seekers.	
Engage in early work experiences	Help user understand how to participate in work-based and service-based learning including internships, job shadow, etc. for their career interest areas. User tools to track their work history, likes and dislikes about each, skills attained, upload artifacts from the experience.	
Engage employers to enter career learning opportunities	Employers enter work-based learning opportunities such as internships; user should be able to browse, access and establish conversation (how would this work for minors)?	ConnectingColorado CDLE

## Understanding after high school diploma (or equivalent) education/training or work pathways

<b>Understand postsecondary options available for additional learning or to work effectively in career choices</b>		
Content, interactive tools and activities that help students of all ages understand the pros and cons of various options after high school diploma/HSE. Activity could include exploring representative career profiles for each option, time commitments, admissions or access requirements, planning timelines, comparison tools, representative program/major information and so forth		
Bachelor's Degree and higher	SAT Test prep, four-year college and university profiles and comparative information, college FAQs, reciprocity and exchange program information, transfer vs. freshman admissions, ROI, admission requirements, transcripts, applications	COAdmissionsTool.org: CDHE
Occupational/Technical Certificate		CoTrainingProviders.org CWDC/CDLE
Associates Degrees	Credit for prior learning, open enrollment	CoTrainingProviders.org CWDC/CDLE
Work-Based Credential		CoTrainingProviders.org CWDC/CDLE
Apprenticeship		CareerWise

Military Experience	ASVAB, recruitment and application process, commitment	
Direct to Work		
Understand which programs/majors and credentials are available	Activities and content that help users find programs available at their local level from all types of institutions including certificate (both college and industry), two- and four-year degree, industry-recognized credentials and apprenticeship programs. Information regarding which programs are appropriate for occupations and other tools such as keyword searches, browse by cluster or career, credential level achieved by each program, costs and performance of programs by provider, schools in Colorado and nationwide that offer the program.	CoTrainingProviders.org CWDC/CDLE

### Individual analysis and goal setting

<b>Pulling it together and making decisions</b>		
Help users review all of their selections in the context of time and money to achieve vs. outcomes. Activity should promote the user making decisions among alternatives in preparation to complete the action planning process.		
Gap Analysis; my assessment results vs. career requirements	Activity to help users review their skills and competencies compared to expectations for the careers in which they are interested.	
Understand which programs/majors and credentials are available and pertinent to me	Activities and content that help users find programs available at their local level from all types of institutions including certificate (both college and industry), two- and four-year degree, industry-recognized credentials and apprenticeship programs. Information regarding which programs are appropriate for occupations and other tools such as keyword searches, browse by cluster or career, credential level achieved by each program, costs and performance of programs by provider, schools in Colorado and nationwide that offer the program.	CoTrainingProviders.org CWDC/CDLE
Relate skills and competencies required by jobs to which programs will fulfill them.	Users should be able to understand for each occupation what employers expect in terms of competencies and skills. They should also be able to compare that information to competencies and skills that they have currently and which they may obtain through taking a program or major.	
Try it - Incorporate and record work-based learning	Set goals and provide resources to locate and obtain work experience (volunteer, internship etc) in career option areas to explore the realities of the career.	
User Goal Framework	Help user express and record (from their work during their Journey) their immediate job goals and longer term career goals, the postsecondary option they will use for each, the program/major or work program and institution that are most closely aligned with their selections.	

## Create Action Plan

<b>Create Individual Plan</b>		
Action plan items below should be proposed for the user with consideration to their saved postsecondary option selected, career cluster, careers, jobs, programs/majors, institutions and age/demographic characteristics. The activity should help the user create a step-by-step plan, with times and milestones, to achieve their career goal including education/training application steps, finding money and supports along with job preparation and search tools.		
High School course planning	Understand and plan high school coursework in the context of career cluster, career and/or program plans including graduation plan	
HS to Community College for Concurrent Enrollment	Coursework planning by subject & grade, locally customizable plans of study, course catalog, graduation requirements and on-track tracking, comparison to college entrance expectations, parental sign off & tracking, concurrent enrollment through associates degree tracking including credential identification and completion, provider and class location	
College or alternate application; Apply online, get ready to apply, ask institutions for information	Activity to help potential students understand the application process for all postsecondary education/training/work options along with tracking an application process and applications completed, pulling together and tracking information (such as transcripts, references, personal statement and resume) needed for and practicing applications, and ability to apply online. Tools should include a method for students to solicit information from institutions of interest.	
FAFSA	Help students of all ages understand how critical filing the FAFSA is and the process to do so, data transfer to update portfolio with filing dates	FAFSA Completion Project
COF	Help eligible Colorado students understand and apply for the College Opportunity Fund, data transfer to update portfolio with filing date.	COF Application Site
Scholarship search and tracking	Search for scholarships based on user criteria, store scholarships of interest, remind students of deadlines, help students understand the application process, track applications, notify students when new scholarships are listed, record scholarships received in portfolio.	
Financial support searches for living resources and tools	United Way 2.1.1-style database financial support for non-education-related expenses such as housing, transportation, food, etc. Entry form for providers to update these resources that the system can show users when appropriate.	
Prepare for employment search	Available and duplicated on many sites, these tools are essential to help users prepare to look for and land a job. Activities in this area should help users combine the information about their previous work experience and skills that have been recorded in their portfolio into building and updating a current resume, application and cover letter. There should also be advice and assistance in using or modifying social media platforms productively such as Facebook and Linked In.	Connecting Colorado: CDLE
Financial Literacy	Online financial literacy courses that include interactive exercises and content to help users gain money management, budgeting, theft control and other financial literacy skills. Should include certificates of completion and a facilitator system so that results can be proven. Must be consistent with Colorado FPL standards.	Money 101.org: CDHE

## SECTION 4 – FORMAT FOR RESPONSES

The purpose of this section is to specify a format for responses, provide a guide to assure all required information is provided, and to facilitate review of proposals.

### A. Proposal: General Instructions

Offeror's proposal response and attachments shall:

- Present writing that is responsive, succinct, self-explanatory and well organized on pages that are consecutively numbered in a consistent numbering format.
- Be concise but provide complete responses. The MATF would prefer proposals be less than seventy-five (75) pages long. The MATF does not desire nor encourage excessive responses; unnecessary tables, graphs, photographs or marketing materials; or attachments that have not been requested.
- Make no reference to elements of cost or pricing anywhere except as a response to any numbered 'OFFEROR'S RESPONSE' item that specifically asks for a response pertaining to Offeror's cost or pricing quote. If any element of cost or pricing is mentioned or referred to in any place within Offeror's proposal response that does not specifically ask for cost or pricing, the Offeror may be disqualified.

### B. Proposals shall consist of the following:

#### 1. RFP Coversheet

Submit the RFP Cover Sheet (first page of RFP), signed in ink by the Offeror or an Officer of the Offeror who is legally authorized to bind the Offeror to the proposal.

#### 2. Offeror's Executive Summary

The Executive Summary must be factual and should succinctly cover the core aspects of Offeror's staffing, methodologies and approaches to fulfill the Statement of Work within the solicitation. The name, phone number and e-mail address for the Offeror's contact person for the Offeror's proposal. The summary should provide the reader with an overall understanding of the proposal and Offeror's approach.

#### 3. Table of Contents

The Table of Contents should include headings that denote the major sections in the proposal and the pages on which each attachment begins.

#### 4. Narrative/Technical Response

The Technical Proposal shall consist of:

- Offeror's full and complete response to all numbered 'OFFEROR'S RESPONSE' items in **Exhibit 7: Offeror's Technical Proposal**. The Evaluation Committee expects Offeror's full and complete response to be placed directly following the repeated numbered 'OFFEROR'S RESPONSE' text from the solicitation. Offerors should not expect the Evaluation Committee to review anything

but Offeror's response directly following the repeated numbered 'OFFEROR'S RESPONSE' text from the solicitation.

- Technical Proposal Attachments, if applicable: Any attachments that are requested or required within the Statement of Work or any attachment deemed applicable by Offeror in response to a numbered 'OFFEROR'S RESPONSE' item.
- A minimum of three (3) and a maximum of five (5) **Exhibit 1**, Company Experience and Demonstrated Capability Fact Sheets.

(Note: Offerors must **segregate** the portion of the proposal responding to the **Cost Proposal Component** so the technical proposal can be evaluated without consideration of the price or funding model.)

## 5. Cost Proposal Content

**Offerors are required to complete Exhibit 2 as their Cost Component response.** Pricing must be inclusive of all Offeror staff costs, administrative support costs, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, training, after hours or weekend time, insurance, overhead, profit, and costs for all other items consumed, utilized, and/or required by Offeror's staff. Unless otherwise specified, all hardware and software, including time and materials to design, develop and deploy the Platform as deemed necessary by the Offeror, shall be included in the proposed costs.

## 6. Financial Strength Statement

Provide a statement that your organization has the financial strength to maintain the contract if awarded. The MATF may request true copies of your most recent audited annual financial statements. DO NOT submit financial statements with your proposal. If requested this information may be used to assist The MATF in making its determination of Offeror's responsibility in accordance with C.R.S. §24-103-401. The statements must have been prepared by a Certified Public Accountant and meet the Generally Accepted Accounting Principle (GAAP) standards.

***Note: the Offeror may request the financial information provided be granted confidential status in accordance with Section 1.M, Proprietary/Confidential Information.***

## 7. Packaging Requirements

- a. One (1) original hardcopy and six (6) electronic copies (flash drives) of the technical proposal labeled TECHNICAL PROPOSAL. See Section 4 (b) (4) regarding the required TECHNICAL PROPOSAL components. Label the flash drives Technical Proposal 1 of 6, 2 of 6, etc. **These are the flash drives to be provided to evaluators so should contain all confidential AND non-confidential information.**
- b. For confidentiality requests granted, the Offeror must provide one (1) separate hardcopy and one (1) separate USB flash drive, labeled REDACTED TECHNICAL PROPOSAL, containing the entire proposal with all confidential/proprietary information redacted. **If approved by the State, these are the versions that will be sent due to CORA requests.** Please keep in mind that it is The MATF's preference for there to be no confidential materials submitted as part of responses to this RFP. Refer to Section 1.M for more information related to confidential materials.

- c. One original hardcopy of the State of Colorado Request for Proposal – Cover Sheet form MUST be completed and signed in blue ink by a person who is legally authorized to bind the Offeror to the proposal. The signed form is to be included with the TECHNICAL PROPOSAL.
  - d. One (1) original hardcopy of Exhibit 2: Cost Component Response labeled COST PROPOSAL and six (6) electronic copies (flash drives) of the cost proposal labeled COST 1 of 6, separately bound.
  - e. In addition, one (1) original of the following attachments:
    - i. **Exhibit 3:** If applicable, any red-line revisions to the Standard Contract/Model Contract
    - ii. **Exhibit 4:** (Contractor Non-Conflict of Interest Statement)
- Prices and terms of the proposal(s) as stated must be valid for the length of any resulting contract(s) and subsequent extensions and or amendments.
  - All costs incurred in responding to this RFP shall be borne by the Offeror.
  - Proposals that are determined to vary from these requirements may not be accepted.
  - All participating Offerors, by their signature, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Should the State omit anything from this document, which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict; the Offeror shall inquire and secure written instructions from the Project Manager by the written inquiry deadline set forth in this RFP.
  - Telegraphic or electronic bids (Fax, Western Union, Telex, e-mail, etc.) cannot be accepted directly in the Office as a sealed bid for the original proposal. **Proposals must be submitted and sealed in a package per packaging requirements** with an appropriate label affixed. **The label must show the following information clearly on the outside of the sealed package:**
    1. [Offeror’s Name]
    2. **RFP-DHECIC-01 Multi-Agency Education, Training and Career Planning System**
    3. Proposal Due: (date and time)
    4. Offeror’s Email Address:

Send or delivery submissions to:  
**Colorado Department of Higher Education**  
**Attn: Julia Pirnack**  
**1600 Broadway, Suite 2200**  
**Denver, CO 80202**

END OF SECTION 4

## SECTION 5 – PROPOSAL EVALUATION

### EVALUATION METHODOLOGY

#### A. EVALUATION PROCESS

- The evaluation of proposals may result in a recommendation for award of the Contract. The award, if made, will be to the Offeror whose proposal, conforming to the solicitation, will be most advantageous to the State of Colorado, all factors considered.
- The MATF will conduct a comprehensive, thorough, fair, complete and impartial evaluation of each proposal received.

The Department will select a Contractor in compliance with C.R.S. §24-103-203(7) which states, “The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the evaluation factors set forth in the request for proposals.” A decision memorandum will document the basis for the award.

#### B. EVALUATION COMMITTEE

- An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:
  - a. Selecting committee members who do not have a conflict of interest regarding this solicitation.
  - b. Facilitating the independent review of proposals.
  - c. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.
  - d. Ensuring the fair and impartial treatment of all Offerors.
- The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend an Offeror for award.
- The Evaluation Committee will evaluate proposals to determine if each Offeror met all mandatory qualification requirements. The mandatory qualification requirements are scored on a Met/Not Met basis and only those proposals found by the Evaluation Committee to meet all mandatory requirements can be considered for a Contract resulting from this solicitation.
- Proposals will be evaluated by the Evaluation Committee using evaluation criteria that will be posted to the VSS before the July 26<sup>th</sup> Q & A Webinar. Evaluation criteria will be weighted, in order to reflect the relative importance of the criterion. The number of points given for each criterion will be based on the evaluator’s assessment of the response including whether all critical elements described in the solicitation have been addressed, the capabilities of the Offeror, the quality of the approach and/or solution proposed, and any other aspect determined relevant by the MATF. The scores of each evaluator will be multiplied by the weighting, if specified, to determine the number of points.
- The evaluation process is designed to award this procurement to the Offeror whose proposal best meets the requirements of this RFP, and is most advantageous to the State. Offerors are encouraged to submit proposals that are consistent with state government efforts to conserve state resources.
- Evaluators will evaluate Offeror’s Exhibit 2: Cost Component Response considering the overall value including the total cost of ownership to the State of Offeror’s product and services.

- The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Offerors should be aware that the opportunity for further explanation might not exist; therefore, it is important that all proposal submissions are complete.

**COMPLIANCE**

- It is the Offeror's responsibility to ensure that Offeror's proposal is complete in accordance with the direction provided within all solicitation documents. Failure of an Offeror to provide any required information and/or failure to follow the response format set forth in Section 4 – Format for Responses, may result in the disqualification of that Offeror's proposal.

END OF SECTION 5

# EXHIBITS

# Exhibit 1: Company Experience and Demonstrated Capability Fact Sheet

**SUBMIT Minimum of Three (3), UP TO Five (5), FACT SHEETS**

- A. Primary governing Contract or Agreement Number:
- B. Name of Contracting Agency or Customer:
- C. Type of Contract or agreement:
- D. Brief Description of effort and complexity:
- E. Period of Past Performance:  
From \_\_\_\_\_ to \_\_\_\_\_.  
Explain below:
  - Original Time Schedule(s) met?
  - Scope of Delays or Changes?
  - What was the budget and was the work completed within original budget?
  - Were payments withheld waiting for work completion?
- F. Customer Primary Points of Contact: Client Name(s), phone number(s) and email address(es):
- G. Contractor’s Key Personnel (names and responsibility):
- H. Identify Contract issues (If Any) or problems encountered and explain how they were addressed and resolved:
- I. Circumstances Surrounding Termination of the Contract and the Closing Relationship with the Customer:
- J. Identify and explain any litigation involved (by the prime contractor or by the other parties to the contract):

**RETURN THIS PAGE WITH YOUR PROPOSAL RESPONSE**

## Exhibit 2: Cost Component Response – RFP-DHECIC-01

Offeror's Name: \_\_\_\_\_

Offerors are required to complete the following tables and include in their cost proposal.

**Start Up Period: January 1, 2019 – June 30, 2019**

### START-UP COSTS

Start-Up Period Deliverables	Cost
Include all start-up deliverable items, pursuant to the statement of work, and pricing for those deliverables. In Offeror's response, Offeror should provide details of what each start-up deliverable will include	
Start-Up Period Trainings (Three face-to-face, full-day Start-Up Period Trainings in order to teach Users how to use Contractor's system). At THE MATF's discretion, THE MATF may decide to have Contractor facilitate less than three trainings.	<b>Price per training:</b>  <b>Total for all three trainings:</b>
Any additional requested reporting or data collection features as described in this Request for Proposals not already available via Contractor's system.	
Offeror should list any additional trainings and their respective prices that Offeror would recommend as part of their product implementation and training. However, it shall be at THE MATF's sole discretion, regarding whether to have Contractor conduct these trainings.	

### LICENSES FOR OPERATIONAL PERIODS

	Year 1	Year 2	Year 3	Year 4	Year 5
License (Specify product)	Price per License: _____				
	Total Price: _____				
License (Specify product)	Price per License: _____				
	Total Price: _____				
License (Specify product)	Price per License: _____				
	Total Price: _____				
License (Specify product)	Price per License: _____				
	Total Price: _____				

	Total Price:				
Annual Hosting					
Annual Maintenance					
One (1) Annual Training, Years 2-5	N/A				
<b>TOTAL AMOUNT PER YEAR</b>					

**HOURLY RATE FOR CUSTOM REPORTS (NO BUDGET LISTED)**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Hourly Rate for Custom Reports (See Section 14)					

**EXHIBIT 2 IS TO BE COMPLETED AS YOUR COST PROPOSAL.**

Funding partners and revenue strategies may be included in this Exhibit for each cost component, deliverable and/or project phase.

# Exhibit 3 - STATE OF COLORADO MASTER TASK ORDER CONTRACT

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Contract Number</b> Insert CMS number or Other Contract Number
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Contract Performance Beginning Date</b> The later of the Effective Date or Month Day, Year
<b>Contract Description</b> Insert Brief Description of the Contract	<b>Initial Contract Expiration Date</b> Month Day, Year

### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>CONTRACTOR</b> INSERT-Legal Name of Contractor</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Contractor</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Agency or IHE</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">2nd State or Contractor Signature if Needed</p> <hr style="width: 80%; margin: 10px auto;"/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Signatory</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> Cynthia H. Coffman, Attorney General</p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Assistant Attorney General</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="margin: 10px 0;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="margin: 10px 0;">By: _____</p> <p style="margin: 10px 0;">Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p style="margin: 10px 0;">Effective Date: _____</p>	

### 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Contract (the "State" or "Insert

Dept or IHE Acronym”). Contractor and the State agree to the terms and conditions in this Contract.

## 2. TERM AND EFFECTIVE DATE

### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

### B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of 1 year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit B. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

### D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§16**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

### E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract or any Task Order ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract or that Task Order in whole or in part. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by **§14.A.i**.

#### i. Method and Content

The State shall notify Contractor of such termination in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a

portion of this Contract or a Task Order. A termination of all or a part of a Task Order shall not be interpreted to terminate this Contract or any other Task Order.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to **§14.A.i.a.**

iii. Payments

If the State terminates this Contract or a Task Order in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted under all terminated Task Orders, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

**3. AUTHORITY**

Authority to enter into this Contract exists in Insert statutory and/or other legal reference here.

**4. PURPOSE**

Briefly describe the Contract's purpose

**5. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- B. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- C. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- D. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract and all Task Orders.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- F. **"End of Term Extension"** means the time period defined in **§2.D**
- G. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Contract.
- H. **"Exhibits"** means the following exhibits attached to this Contract:

- i. **Exhibit A**, Statement of Work.
  - ii. **Exhibit B**, Sample Option Letter.
  - iii. **Exhibit C**, Form of Task Order.
- I. **“Extension Term”** means the time period defined in **§2.C**
  - J. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
  - K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
  - L. **“Initial Term”** means the time period defined in **§2.B**
  - M. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
  - N. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
  - O. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
  - P. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
  - Q. **“Project”** means a specific portion of the Work that is included in a Task Order.
  - R. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
  - S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJ, and State personnel records not subject to disclosure under CORA.
  - T. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
  - U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
  - V. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- W. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y. **“Task Order”** means a document issued in accordance with **§6.B** of this Contract that specifically describes the Work to be performed on a Project.
- Z. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. **“Work”** means the delivery of the Goods and performance of the Services described in this Contract.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## **6. STATEMENT OF WORK AND TASK ORDERS**

### **A. General Statement of Work**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A and any Task Order. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract or a properly executed Task Order.

### **B. Task Orders**

The State may execute Task Orders to authorize Contractor to perform portions of the Work. The State may execute Task Orders in its discretion and the State is not required to execute any minimum number of Task Orders under this Contract.

i. Task Order Development

To initiate a Task Order, the State will provide a request to Contractor describing the general scope and intent of the Work it desires Contractor to perform under that Task Order and the timeline for Contractor to submit a proposal in response to the request. Contractor shall submit a proposal to the State, within the timeline provided by the State, in response to the State's request that contains, without limitation, a description of all of the following for the Project described in that Task Order:

- a. The final deliverables and other end results of the Project that the State will use to determine if the Project is complete and the dates on which those deliverables and other end results will be complete.
- b. All activities necessary for Contractor to complete the Project. This description may be in the form of a work breakdown structure if requested or approved by the State.
- c. All timelines and milestones that the State will use to determine if Contractor is on schedule to complete the Project. This description may be in the form of a project plan if requested or approved by the State.
- d. The total price of the Project, including a breakdown of any applicable materials costs, labor costs and other cost components as requested by the State as described in this Contract. The total price of a Project shall be determined based on the rates described in this Contract, and Contractor shall not include any work in a Task Order for which an applicable rate is not provided in this Contract.
- e. Contractor may complete a Project in phases, so long as all other requirements of this paragraph **6.B.i** are included for each phase of the Project.

The State may direct Contractor to make changes to any proposal Contractor submits to the State. Contractor shall make all changes as directed by the State and may modify its price for the Project contained in that proposal to account for those changes. The State may accept or reject any proposal Contractor submits at any time, and may chose to not proceed with a Project prior to execution of a Task Order for that Project, in its sole discretion.

ii. Task Order Issuance

If the State accepts a proposal from Contractor, then the State will include that proposal as the statement of work for a Task Order. The State shall execute that Task Order in a form substantially similar to Exhibit C. Contractor shall not begin work on any Project until the Task Order for that Project is fully executed.

iii. Task Order Completion

Contractor shall perform the Project described in each Task Order that the State has executed, within the timelines and by the due dates described in that Task Order. The obligations and requirements of a Task Order shall be deemed to be obligations and requirements of this Contract.

iv. Task Order Modifications

When the Parties desire to modify a Task Order, Contractor shall update its proposal that was included in the Task Order to account for the modification the Parties desire to make. If both Parties agree to the updated proposal, they may modify the Task Order by executing an amendment to the Task Order that includes the updated

proposal. No modified requirement of a Task Order shall be enforceable prior to the execution of the amendment to the Task Order that includes that modification. This paragraph **6.B.iv** shall not apply to any modification to a Task Order that only modifies timelines within a Project without changing the due date of any deliverable or other end result, or only modifies the breakdown of costs within a Project without changing the total maximum amount for any State Fiscal Year, which may be made if the State approves of the modification in writing.

v. Task Order Termination

Regardless of the date of any deliverable or other end result of a Task Order, all Task Orders shall automatically terminate upon the date that this Contract expires or is terminated for any reason, unless the State directs otherwise in writing.

**7. PAYMENTS TO CONTRACTOR**

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The Contract Maximum Amount for each State Fiscal Year shall be equal to the total maximum amount of all Task Orders for that State Fiscal Year. The State shall not pay Contractor any amount under this Contract for a State Fiscal Year that exceeds the maximum of all Task Orders for that State Fiscal Year, and shall not pay any amount under any Task Order for a State Fiscal Year that exceeds the maximum amount shown on that Task Order for that State Fiscal Year.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A and the terms of each Task Order.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in

whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

v. Erroneous Payments

The State may 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. The State may recover such payments 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.

**8. REPORTING - NOTIFICATION**

A. Quarterly Reports.

In addition to any reports required pursuant to **§19** or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§16**, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this **§8.C** shall constitute a breach of this Contract. This **§8.C** shall not apply if the Contract Funds include any federal funds.

## 9. CONTRACTOR RECORDS

### A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

### B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

### C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

### D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

## 10. CONFIDENTIAL INFORMATION-STATE RECORDS

### A. Confidentiality

Contractor shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Contractor for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure. Contractor shall not, without prior written approval of the State, use for Contractor's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Contract. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S.

Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Contract. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements at least as protective as those in this Contract, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

## 11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible

personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

## 12. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
  - ii. \$2,000,000 general aggregate.
- E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

  - i. \$1,000,000 each occurrence; and
  - ii. \$1,000,000 general aggregate.
- F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

  - i. \$1,000,000 each occurrence; and
  - ii. \$1,000,000 general aggregate.
- G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.
- H. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.
- I. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 within 7 days of Contractor's receipt of such notice.
- J. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- K. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

**13. BREACH**

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State.

**14. REMEDIES**

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §13.B., shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in

accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State or Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

**15. DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the purchasing director of Insert Dept. or IHE Acronym for resolution in accordance with the provisions of §§24-109-101, 24-109-106, 24-109-107, and 24-109-201 through 24-109-206 C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the purchasing director, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in

this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## 16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

### For the State:

Name and Title of Person  
Department Name  
Address 1  
Address 2  
City, State Zip  
Email

### For Contractor:

Name and Title of Person  
Company Name  
Address 1  
Address 2  
City, State Zip  
Email

## 17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

### A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

#### i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

**18. 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 GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

**19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Contractor agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

**20. 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 **§20.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 promulgated 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 **§21** 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 the Contract shall survive the termination or expiration of the 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 **§20.B.**, 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 §24-103.5-101 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 §1.A 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.

**21. 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.

## **EXHIBIT A, STATEMENT OF WORK**

### **1. TERMINOLOGY**

- 1.1. In addition to the terms defined in §5 of this Contract, acronyms and abbreviations are defined at their first occurrence in this Exhibit A, Statement of Work. The following list of terms shall be construed and interpreted as follows:
  - 1.1.1. Business Interruption - Any event that disrupts Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
  - 1.1.2. Closeout Period - The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the State of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
  - 1.1.3. CPI-U - The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
  - 1.1.4. Deliverable - any tangible or intangible object produced by Contractor as a result of the Work that is intended to be delivered to the State, regardless of whether the object is specifically described or called out as a "Deliverable" or not.
  - 1.1.5. Disaster - An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
  - 1.1.6. Key Personnel - The position or positions that are specifically designated as such in this Contract.
  - 1.1.7. Operational Start Date - When the State authorizes Contractor to begin fulfilling its obligations under the Contract.
  - 1.1.8. Other Personnel - Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
  - 1.1.9. Start-Up Period - The period starting on the Effective Date and ending on the Operational Start Date.

### **2. CONTRACTOR'S GENERAL REQUIREMENTS**

- 2.1. Contractor shall work cooperatively with State staff and, if applicable, the staff of other State contractors to ensure the completion of the Work. The State may, in its sole discretion, use other contractors to perform activities related to the Work that are not contained in the Contract or to perform any of the State's responsibilities. In the event of a conflict between Contractor and any other State contractor, the State will resolve the conflict and Contractor shall abide by the resolution provided by the State.
- 2.2. Deliverables
  - 2.2.1. All Deliverables shall meet State-approved format and content requirements. The State will specify the number of copies and media for each Deliverable.

- 2.2.2. Each Deliverable will follow the Deliverable submission process as follows:
  - 2.2.2.1. Contractor shall submit each Deliverable to the State for review and approval.
  - 2.2.2.2. The State will review the Deliverable and may direct Contractor to make changes to the Deliverable. Contractor shall make all changes within 5 Business Days following the State's direction to make the change unless the State provides a longer period in writing.
    - 2.2.2.2.1. Changes the State may direct include, but are not limited to, modifying portions of the Deliverable, requiring new pages or portions of the Deliverable, requiring resubmission of the Deliverable or requiring inclusion of information or components that were left out of the Deliverable.
    - 2.2.2.2.2. The State may also direct Contractor to provide clarification or provide a walkthrough of any Deliverable to assist the State in its review. Contractor shall provide the clarification or walkthrough as directed by the State.
  - 2.2.2.3. Once the State has received an acceptable version of the Deliverable, including all changes directed by the State, the State will notify Contractor of its acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the State's notice to Contractor of its acceptance of that Deliverable.
- 2.2.3. Contractor shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality. Contractor shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain accurate spelling and grammar, are formatted uniformly, and contain accurate information and correct calculations. Contractor shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the State.
- 2.2.4. If any due date for a Deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the State.
- 2.2.5. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the Contract shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 2.2.6. No Deliverable, report, data, procedure or system created by Contractor for the State that is necessary to fulfilling Contractor's responsibilities under the Contract, as determined by the State, shall be considered proprietary.
- 2.2.7. If any Deliverable contains ongoing responsibilities or requirements for Contractor, such as Deliverables that are plans, policies or procedures, then Contractor shall comply with all requirements of the most recently approved version of that Deliverable. Contractor shall not implement any version of any such Deliverable prior to receipt of the State's written approval of that version of that Deliverable. Once a version of any Deliverable described in this subsection is approved by the State, all requirements, milestones and other Deliverables contained within that Deliverable shall be considered to be requirements, milestones and Deliverables of this Contract.

2.2.7.1. Any Deliverable described as an update of another Deliverable shall be considered a version of the original Deliverable for the purposes of this subsection.

### 2.3. Stated Deliverables and Performance Standards

2.3.1. Any section within this Statement of Work headed with or including the term "DELIVERABLE" or "PERFORMANCE STANDARD" is intended to highlight a Deliverable or performance standard contained in this Statement of Work and provide a clear due date for the Deliverables. The sections with these headings are for ease of reference not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard, except to provide the due date for the Deliverables.

### 2.4. Communication Requirements

#### 2.4.1. Communication with the State

##### 2.4.1.1.

#### 2.4.2. Communication with the Public

2.4.2.1. Contractor shall create a Communication Plan that includes, but is not limited to, all of the following:

2.4.2.1.1. A description of the communication methods, including things such as email lists, newsletters and other methods, Contractor will use to communicate with [Insert who Contractor will interact with here].

2.4.2.1.2. The specific means of immediate communication with [Insert who Contractor will interact with here] and a method for accelerating the internal approval and communication process to address urgent communications or crisis situations.

2.4.2.1.3. A general plan for how Contractor will address communication deficiencies or crisis situations, including how Contractor will increase staff, contact hours or other steps Contractor will take if existing communication methods for [Insert who Contractor will interact with here] are insufficient.

2.4.2.1.4. A listing of the following individuals within Contractor's organization, that includes cell phone numbers and email addresses:

2.4.2.1.4.1. An individual who is authorized to speak on the record regarding the Work, the Contract or any issues that arise that are related to the Work.

2.4.2.1.4.2. An individual who is responsible for any website or marketing related to the Work.

2.4.2.1.4.3. Back-up communication staff that can respond if the other individuals listed are unavailable.

2.4.2.2. Contractor shall deliver the Communication Plan to the State for review and approval.

2.4.2.2.1. DELIVERABLE: Communication Plan

2.4.2.2.2. DUE: Within 10 Business Days after the Effective Date

2.4.2.3. Contractor shall review its Communication Plan on an annual basis and determine if any changes are required to account for any changes in the Work, in the State's processes and procedures or in Contractor's processes and procedures. Contractor shall submit an Annual Communication Plan Update that contains all changes from the most

recently approved prior Communication Plan, Annual Communication Plan Update or Interim Communication Plan Update or shall note that there were no changes.

- 2.4.2.3.1. DELIVERABLE: Annual Communication Plan Update
- 2.4.2.3.2. DUE: Annually, by June 30th of each year
- 2.4.2.4. The State may request a change to the Communication Plan at any time to account for any changes in the Work, in the State's processes and procedures or in Contractor's processes and procedures, or to address any communication related deficiencies determined by the State. Contractor shall modify the Communication Plan as directed by the State and submit an Interim Communication Plan Update containing all changes directed by the State.
- 2.4.2.4.1. DELIVERABLE: Interim Communication Plan Update
- 2.4.2.4.2. DUE: Within 10 Business Days following the receipt of the request from the State, unless the State allows for a longer time in writing
- 2.4.2.5. Contractor shall not engage in any non-routine communication with the media or the public related to the Work without the prior written consent of the State.
- 2.5. Business Continuity
  - 2.5.1. Contractor shall create a Business Continuity Plan that Contractor will follow in order to continue operations after a Disaster or a Business Interruption. The Business Continuity Plan shall include, but is not limited to, all of the following:
    - 2.5.1.1. How Contractor will replace staff that has been lost or is unavailable during or after a Business Interruption so that the Work is performed in accordance with the Contract.
    - 2.5.1.2. How Contractor will back-up all information necessary to continue performing the Work, so that no information is lost because of a Business Interruption.
      - 2.5.1.2.1. In the event of a Disaster, the plan shall also include how Contractor will make all information available at its back-up facilities.
    - 2.5.1.3. How Contractor will minimize the effects on [Insert who will be impacted here] of any Business Interruption.
    - 2.5.1.4. How Contractor will communicate with the State during the Business Interruption and points of contact within Contractor's organization the State can contact in the event of a Business Interruption.
    - 2.5.1.5. Planned long-term back-up facilities out of which Contractor can continue operations after a Disaster.
    - 2.5.1.6. The time period it will take to transition all activities from Contractor's regular facilities to the back-up facilities after a Disaster.
  - 2.5.2. Contractor shall deliver the Business Continuity Plan to the State for review and approval.
    - 2.5.2.1. DELIVERABLE: Business Continuity Plan
    - 2.5.2.2. DUE: Within 10 Business days after the Effective Date
  - 2.5.3. Contractor shall review its Business Continuity Plan at least semi-annually and update the plan as appropriate to account for any changes in Contractor's processes, procedures or

circumstances. Contractor shall submit an Updated Business Continuity Plan that contains all changes from the most recently approved prior Business Continuity Plan or Updated Business Continuity Plan or shall note that there were no changes.

2.5.3.1. DELIVERABLE: Updated Business Continuity Plan

2.5.3.2. DUE: Semi-annually, by June 30th and December 31st of each year

2.5.4. In the event of any Business Interruption, Contractor shall implement its most recently approved Business Continuity Plan or Updated Business Continuity Plan immediately after Contractor becomes aware of the Business Interruption. In that event, Contractor shall comply with all requirements, Deliverables, timelines and milestones contained in the implemented plan.

## 2.6. State System Access

2.6.1. If Contractor requires access to any State computer system to complete the Work, Contractor shall have and maintain all hardware, software and interfaces necessary to access the system without requiring any modification to the State's system. Contractor shall follow all State policies, processes and procedures necessary to gain access to the State's systems.

## 3. CONTRACTOR PERSONNEL

### 3.1. Personnel General Requirements

3.1.1. Contractor shall provide qualified Key Personnel and Other Personnel as necessary to perform the Work throughout the term of the Contract.

3.1.1.1. Contractor shall provide the State with a final list of individuals assigned to the Contract and appropriate contact information for those individuals.

3.1.1.1.1. DELIVERABLE: Final list of individuals assigned to the Contract

3.1.1.1.2. DUE: Within 5 Business Days following the Effective Date

3.1.1.2. Contractor shall update this list upon the State's request to account for changes in the individuals assigned to the Contract.

3.1.1.2.1. DELIVERABLE: Updated list of individuals assigned to the Contract

3.1.1.2.2. DUE: Within 5 Business Days following the State's request for an update

3.1.2. Contractor shall not permit any individual proposed for assignment to Key Personnel positions to perform any Work prior to the State's approval of that individual to be assigned as Key Personnel.

3.1.3. Contractor shall not voluntarily change individuals in Key Personnel positions without the prior written approval of the State. Contractor shall supply the State with the name, resume and references for any proposed replacement whenever there is a change to Key Personnel. Any individual replacing Key Personnel shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the State.

3.1.3.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position during a voluntary change

3.1.3.2. DUE: At least 5 Business Days prior to the change in Key Personnel

- 3.1.4. If any individual filling a Key Personnel position leaves employment with Contractor, Contractor shall propose a replacement person to the State. The replacement person shall have qualifications that are equivalent to or exceed the qualifications of the individual that previously held the position, unless otherwise approved, in writing, by the State.
  - 3.1.4.1. DELIVERABLE: Name(s), resume(s) and references for the person(s) replacing anyone in a Key Personnel position who leaves employment with Contractor
  - 3.1.4.2. DUE: Within 10 Business Days following Contractor's receipt of notice that the person is leaving employment, unless the State allows for a longer time in writing for Contractor to recruit a replacement.
- 3.1.5. Contractor's Key Personnel shall perform the majority of their work and responsibilities on this project in the Denver metropolitan area, unless the State grants permission otherwise in writing.
- 3.1.6. If any of Contractor's Key Personnel or Other Personnel are required to have and maintain any professional licensure or certification issued by any federal, state or local government agency, then Contractor shall submit copies of such current licenses and certifications to the State.
  - 3.1.6.1. DELIVERABLE: All current professional licensure and certification documentation as specified for Key Personnel or Other Personnel
  - 3.1.6.2. DUE: Within 5 Business Days of receipt of updated licensure or upon request by the State

### 3.2. Personnel Availability

- 3.2.1. Contractor shall ensure Key Personnel and Other Personnel assigned to the Contract are available for meetings with the State during the State's normal business hours, as determined by the State. Contractor shall also make these personnel available outside of the State's normal business hours and on weekends with prior notice from the State.
- 3.2.2. Contractor's Key Personnel and Other Personnel shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.
- 3.2.3. Contractor shall ensure that the Key Personnel and Other Personnel attending all meetings between the State and Contractor have the authority to represent and commit Contractor regarding work planning, problem resolution and program development.
- 3.2.4. All of Contractor's Key Personnel and Other Personnel that attend any meeting with the State or other State stakeholders shall be physically present at the location of the meeting, unless the State gives prior, written permission to attend by telephone or video conference. If Contractor has any personnel attend by telephone or video conference, Contractor shall provide all additional equipment necessary for attendance, including any virtual meeting space or telephone conference lines.

### 3.3. Key Personnel

- 3.3.1. Contractor shall designate people to hold the following Key Personnel positions:
  - 3.3.1.1. Contract Lead
    - 3.3.1.1.1. The Contract Lead shall have the following qualifications:

3.3.1.1.1.1.

3.3.1.1.2. The Contract Lead shall be responsible for all of the following:

3.3.1.1.2.1. Serving as Contractor's primary point of contact for the State.

3.3.1.1.2.2. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all work.

3.3.1.1.2.3. Overseeing all other Key Personnel and Other Personnel and ensuring proper staffing levels throughout the term of the Contract.

3.3.1.1.2.4.

3.3.1.2. Additional Key Personnel

3.3.1.2.1.

3.3.2. Contractor shall not allow for any individual to fill more than 1 of the roles defined as Key Personnel.

3.4. Other Personnel Responsibilities

3.4.1. Contractor shall use its discretion to determine the number of Other Personnel necessary to perform the Work in accordance with the requirements of this Contract. If the State has determined that Contractor has not provided sufficient Other Personnel to perform the Work in accordance with the requirements of this Contract, Contractor shall provide all additional Other Personnel necessary to perform the Work in accordance with the requirements of this Contract at no additional cost to the State.

3.4.2. Contractor shall ensure that all Other Personnel have sufficient training and experience to complete all portions of the Work assigned to them. Contractor shall provide all necessary training to its Other Personnel, except for State-provided training specifically described in this Contract.

3.4.3. Contractor may subcontract to complete a portion of the Work required by the Contract. The conditions for using a Subcontractor or Subcontractors are as follows:

3.4.3.1. Contractor shall not subcontract more than 40% of the Work.

3.4.3.2. Contractor shall provide the organizational name of each Subcontractor and all items to be worked on by each Subcontractor to the State.

3.4.3.2.1. DELIVERABLE: Name of each Subcontractor and items on which each Subcontractor will work

3.4.3.2.2. DUE: The later of 30 days prior to the Subcontractor beginning work or the Effective Date

#### **4. PROJECT SPECIFIC STATEMENT OF WORK**

#### **5. REPORTING REQUIREMENTS**

#### **6. START-UP AND CLOSEOUT PERIODS**

6.1. This Contract shall have a Start-Up Period and a Closeout Period.

6.2. Start-Up Period

- 6.2.1. Contractor shall not engage in any Work under the Contract, other than the Work described in this section, prior to the Operational Start Date. The State shall not be liable to Contractor for, and Contractor shall not receive, any payment for any period prior to the Operational Start Date under this Contract.
- 6.2.1.1. The Operational Start Date shall not occur until Contractor has completed all requirements of the Start-Up Period, including, but not limited to, the completion of the operational readiness review contained in the Start-Up Plan, unless the State provides written approval otherwise.
- 6.2.2. During the Start-Up Period, Contractor shall complete all of the following:
  - 6.2.2.1. Create a Policy and Procedures Manual that contains the policies and procedures for all systems and functions necessary for Contractor to complete its obligations under the Contract.
    - 6.2.2.1.1. DELIVERABLE: Policies and Procedure Manual
    - 6.2.2.1.2. DUE: The later of the Effective Date or 30 days prior to the Operational Start Date
  - 6.2.2.2. Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the State prior to the end of the Start-Up period. Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the State to the State for review and approval in a timely manner that allows the State to review and approve those documents prior to end of the Start-Up Period.
  - 6.2.2.3. Create the Business Continuity Plan described in Section [Insert Section Reference Here].
  - 6.2.2.4. Create and implement the Communication Plan described in Section [Insert Section Reference Here].
  - 6.2.2.5. Create and implement the Start-Up Plan described in Section [Insert Section Reference Here].
  - 6.2.2.6. Complete all steps, Deliverables and milestones contained in the State-approved Start-Up Plan.
- 6.2.3. Contractor shall provide weekly updates, to the State, throughout the Start-Up Period, that show Contractor's status toward meeting the timelines and milestones described in the State-approved Start-Up Plan.
- 6.2.4. Contractor shall ensure that all requirements of the Start-Up Period are complete by the deadlines contained in the State-approved Start-Up Plan and that Contractor is ready to perform all Work by the Operational Start Date.
- 6.3. Closeout Period
  - 6.3.1. During the Closeout Period, Contractor shall complete all of the following:
    - 6.3.1.1. Implement the most recent Closeout Plan or Closeout Plan Update that has been approved by the State, as described in Section [Insert Section Reference Here] and complete all steps, Deliverables and milestones contained in the most recent Closeout Plan or Closeout Plan Update that has been approved by the State.

- 6.3.1.2. Provide to the State, or any other contractor at the State's direction, all reports, data, systems, Deliverables and other information reasonably necessary for a transition as determined by the State or included in the most recent Closeout Plan or Closeout Plan Update that has been approved by the State.
- 6.3.1.3. Ensure that all responsibilities under the Contract have been transferred to the State, or to another contractor at the State's direction, without significant interruption.
- 6.3.1.4. Notify any Subcontractors of the termination of the Contract, as directed by the State.
- 6.3.1.5. Notify all [Insert individuals impacted by this Contract here] that Contractor will no longer be the [Insert description of the type of work Contractor does here] as directed by the State. Contractor shall create these notifications and deliver them to the State for approval. Once the State has approved the notifications, Contractor shall deliver these notifications to all [Insert individuals impacted by this Contract here], but in no event shall Contractor deliver any such notification prior to approval of that notification by the State.
  - 6.3.1.5.1. DELIVERABLE: [Insert individuals impacted by this Contract here] Notifications
  - 6.3.1.5.2. DUE: 30 days prior to termination of the Contract
- 6.3.1.6. Continue meeting each requirement of the Contract as described in the State-approved and updated Closeout Plan, or until the State determines that specific requirement is being performed by the State or another contractor, whichever is sooner. The State will determine when any specific requirement is being performed by the State or another contractor, and will notify Contractor of this determination for that requirement.
- 6.3.2. The Closeout Period may extend past the termination of the Contract. The State will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.
- 6.4. Start-Up and Closeout Planning
  - 6.4.1. Start-Up Plan
    - 6.4.1.1. During the Start-Up Period, Contractor shall create a Start-Up Plan that contains, at a minimum, all of the following:
      - 6.4.1.1.1. A description of all steps, timelines and milestones necessary to fully transition the services described in the Contract from a prior [Insert description of the type of work Contractor does here] contractor to Contractor.
      - 6.4.1.1.2. A description of all steps, timelines, milestones and Deliverables necessary for Contractor to be fully able to perform all Work by the Operational Start Date.
      - 6.4.1.1.3. A listing of all personnel involved in the start-up and what aspect of the start-up they are responsible for.
      - 6.4.1.1.4. An operational readiness review for the State to determine if Contractor is ready to begin performance of all Work.
      - 6.4.1.1.5. The risks associated with the start-up and a plan to mitigate those risks.
      - 6.4.1.1.6.

- 6.4.1.2. Contractor shall deliver the Start-Up Plan to the State for review and approval.
- 6.4.1.2.1. DELIVERABLE: Start-Up Plan
- 6.4.1.2.2. DUE: Within 5 Business Days after the Effective Date
- 6.4.2. Closeout Plan
- 6.4.2.1. Contractor shall create a Closeout Plan that describes all requirements, steps, timelines, milestones and Deliverables necessary to fully transition the services described in the Contract from Contractor to the State to another contractor selected by the State to be the [Insert description of the type of work Contractor does here] contractor after the termination of the Contract. The Closeout Plan shall also designate an individual to act as a closeout coordinator, who will ensure that all requirements, steps, timelines, milestones and Deliverables contained in the Closeout Plan are completed and work with the State and any other contractor to minimize the impact of the transition on the State. Contractor shall deliver the Closeout Plan to the State for review and approval.
- 6.4.2.1.1. DELIVERABLE: Closeout Plan
- 6.4.2.1.2. DUE: 30 days following the Effective Date
- 6.4.2.2. Contractor shall update the Closeout Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the Closeout Plan, and deliver this Closeout Plan Update to the State for review and approval.
- 6.4.2.2.1. DELIVERABLE: Closeout Plan Update
- 6.4.2.2.2. DUE: Annually, by June 30th of each year

## **7. COMPENSATION AND INVOICING**

- 7.1. Compensation
- 7.2. Detailed Invoicing and Payment Procedures
- 7.2.1. Contractor shall invoice the State on a monthly basis, by the 15th Business Day of the month following the month for which the invoice covers. Contractor shall not invoice the State for a month prior to the last day of that month.
- 7.2.2. The invoice shall contain all of the following for the month for which the invoice covers:
- 7.2.2.1.
- 7.3. Closeout Payments
- 7.3.1. Notwithstanding anything to the contrary in this Contract, all payments for the final month of this Contract shall be paid to Contractor no sooner than 10 days after the State has determined that Contractor has completed all of the requirements of the Closeout Period.

## EXHIBIT B, SAMPLE OPTION LETTER

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx                      \$0.00 Extension Terms State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 Total for All State Fiscal Years              \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option  <b>Contract Performance Beginning Date</b> The later of the Effective Date or Month Day, Year  <b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p style="text-align: center;"><b>STATE OF COLORADO</b>                  John W. Hickenlooper, Governor                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr style="width: 80%; margin-left: 0;"/> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p> <p style="margin-left: 40px;">Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p style="text-align: right;">Option Effective Date: _____</p>
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## EXHIBIT C, FORM OF TASK ORDER

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Task Order Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Master Task Order Contract Number</b> Insert CMS number or Other Contract Number of the Master Task Order Contract
<b>Task Order Maximum Amount</b> State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 Total for All State Fiscal Years              \$0.00	<b>Task Order Contract Number</b> Insert CMS number or Other Contract Number of this Task Order
	<b>Task Order Performance Beginning Date</b> The later of the Task Order Effective Date or Month Day, Year
	<b>Task Order Expiration Date</b> Month Day, Year

In accordance with **§6.B** of the Master Task Order Contract referenced above, Contractor shall complete the following Project:

**4. PROJECT DESCRIPTION**

Contractor shall complete the Project described in Contractor's proposal that is attached hereto and incorporated herein (the "Proposal"). All terminology used in this Task Order and the Proposal shall be interpreted in accordance with the Master Task Order Contract unless specifically defined differently in this Task Order.

**5. PAYMENT**

The State shall pay Contractor the amounts shown in the Proposal in accordance with the requirements of that Proposal and the Master Task Order Contract. The State shall not make any payment for a State Fiscal Year that exceeds the Task Order Maximum Amount shown above for that State Fiscal Year.

**6. PERFORMANCE PERIOD**

Contractor shall complete all Work on the Project described in this Task Order by the Task Order Expiration Date stated above. Contractor shall not perform any Work on the Project described in the Proposal prior to the Task Order Performance Beginning Date or after the Task Order Expiration Date stated above.

**7. TASK ORDER EFFECTIVE DATE:**

The effective date of this Task Order is upon approval of the State Controller.

<p><b>CONTRACTOR</b> INSERT-Legal Name of Contractor</p>   <p>_____ By: Name &amp; Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p>   <p>_____ By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Task Order is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

Task Order Effective Date: \_\_\_\_\_

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# DRAFT CONTRACT TERMS AND CONDITIONS

CMS Routing #  
CT DAAA #

STATE OF COLORADO  
Colorado Department of Education  
CONTRACT  
With  
Insert Contractor's Full Legal Name.

## TABLE OF CONTENTS

### 1. PARTIES

This Contract ("Contract") is entered into by and between Insert Contractor's Name ("Contractor"), and the STATE OF COLORADO acting by and through the Colorado Department of Education ("State" or "THE MATF"). Contractor and the State hereby agree to the following terms and conditions.

### 2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3. RECITALS

#### A. Authority, Appropriation and Approval

Funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies. The Contractor was selected in accordance with State law as a result of Insert RFP Number.

#### B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

#### C. Purpose

Briefly describe the contract's purpose.

#### D. References

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.

#### 4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

**A. Contract**

“Contract” means this Contract, its terms and conditions, attached Exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**B. Contract Funds**

“Contract Funds” means funds available for payment by the State to Contractor pursuant to this Contract.

**C. Contract Term**

“Contract Term” means the Initial Term and the Renewal Term, if any, as provided in §5.

**D. Deliverable**

“Deliverable” means the outcome to be achieved or output to be provided, in the form of a tangible or intangible object that is produced as a result of Contractor’s Work that is intended to be delivered to the State by Contractor. Examples of Deliverables include, but are not limited to, report(s), document(s), server upgrade(s), software license(s), and may be composed of multiple smaller deliverables.

**E. Evaluation**

“Evaluation” means the process of examining Contractor’s Work and rating that work based on criteria established in §6, this Contract, and its Exhibits.

**F. Exhibits and Other Attachments**

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Exhibit B** (Rates), and **Exhibit C** (Option Letter).Attachment).

**G. Fiscal Year**

“Fiscal Year” means the State’s fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

**H. Force Majeure**

“Force Majeure” means failures or delays in performance by a Party due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm, or other acts of God. Both Parties agree to use their best efforts to minimize the effects of such failures or delays.

**I. Goods**

“Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

**J. Initial Term**

“Initial Term” means the Initial Term of this Contract as provided in §5.A.

**K. Party or Parties**

“Party” means the State or Contractor and “Parties” means both the State and Contractor.

**L. Renewal Term**

“Renewal Term” means the extension of the Initial Term pursuant to an Option Letter as provided in §5.C.

**M. Review**

“Review” means examining Contractor’s Work to ensure that it is adequate, accurate, correct, and in accordance with the criteria established in §6, this Contract, and its Exhibits.

**N. Services**

“Services” means the required services to be performed by Contractor pursuant to this Contract.

**O. State Controller**

“State Controller” means the Colorado State Controller or authorized designee of the Colorado State Controller.

**P. Subcontractor**

“Subcontractor” means any third party engaged by Contractor to aid in performance of Contractor’s obligations.

**Q. Work**

“Work” means the tasks and activities Contractor is required to perform to fulfill its obligations under this Contract and its Exhibits, including the performance of the Services and delivery of the Goods.

**R. Work Product**

“Work Product” means the tangible or intangible results of Contractor’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives, or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts. Any COTS or MOTS system in existence prior to the issuance of the Contract shall remain the property of the Contractor as it will not have been in the performance of its obligations under the resulting contract.

**5. TERM AND EARLY TERMINATION**

**A. Initial Term – Work Commencement**

The Parties’ respective performances under this Contract shall commence on its Effective Date. This Contract shall terminate one (1) year from the Operational Start Date unless sooner terminated or further extended as specified elsewhere herein.

**B. Two (2) Month Extension**

The State, at its sole discretion and upon written notice to Contractor as provided in §16, may unilaterally extend the Contract Term for a period not to exceed two (2) months if the Parties are negotiating a replacement contract (and not merely seeking a term extension) at or near the end of the Initial Term or any Renewal Term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates, and delivery requirements, shall remain in effect during the two (2) month extension. The two (2) month extension shall immediately terminate when and if a replacement contract is approved and signed by the State Controller.

**C. State’s Option to Extend**

The State may require continued performance of this Contract for four (4) Renewal Terms of one (1) year each beyond the Initial Term at the same rates and same terms specified in the Contract. If the State exercises the options, it shall provide written notice to Contractor at least thirty (30) days prior to the end of the Initial Term or Renewal Term in form substantially equivalent to **Exhibit B**, specifying the length of the Renewal Term. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Contract. The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) operational years.

**6. STATEMENT OF WORK**

**A. Completion**

Contractor shall complete the Work and its other obligations as described in this Contract and its Exhibits on or before the termination date of the Contract set forth in §5.A. The State shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Contract.

**B. Goods and Services**

Contractor shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds available and shall not increase the maximum amount payable hereunder by the State. Contractor shall not enter into separate or individual contracts for the Goods and/or Services provided under this Contract with other State agencies during the term of this Contract without the express written consent of THE MATF.

**C. Employees**

All persons employed by Contractor or Subcontractors to perform Work under this Contract shall be Contractor’s or Subcontractor’s employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Contract.

**7. PAYMENTS TO CONTRACTOR**

The State shall, in accordance with the provisions of this §7, pay Contractor in the amounts and using the methods set forth below:

**A. Maximum Amount**

The maximum Contract amount payable under this Contract to Contractor by the State is Insert Written Max \$ Amount, e.g. One Thousand Dollars and Insert Pennies as Fraction, e.g. 56/100 Cents (\$Insert Max \$ Amount), as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract set forth herein and in this Contract’s Exhibits. The maximum amount payable by the State to Contractor during each State Fiscal Year of this Contract shall be:

Insert \$ Amount <b>for Start-Up Period in FY 2018</b>
Insert \$ Amount <b>in FY 2019</b>
Insert \$ Amount <b>in FY 2020</b>
Insert \$ Amount <b>in FY 2021</b>
Insert \$ Amount <b>in FY 2022</b>
Insert \$ Amount <b>in FY 2023</b>

**B. Payment**

**i. Advance, Interim, and Final Payments**

Any advance payment allowed under this Contract or in any of its Exhibits shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. Contractor shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Invoices shall be sent to Governor’s Office of Information Technology, 601 E. 18<sup>th</sup> Avenue, Suite 150, Denver, CO, 80203. Attn: Accounting.

**ii. Interest**

The State shall fully pay each invoice within forty-five (45) days of receipt thereof if the amount invoiced represents performance by Contractor previously accepted by the State. Uncontested amounts not paid by the State within forty-five (45) days shall bear interest on the unpaid balance beginning on the forty-sixth (46<sup>th</sup>) day at a rate not to exceed one percent (1%)

per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days' interest to be paid, and the interest rate.

**iii. Available Funds – Contingency – Termination**

The State is prohibited by law from making commitments beyond the term of the State's current Fiscal Year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Contract, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall be made only from available funds encumbered for this Contract and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof.

**iv. Erroneous Payments**

At the State's sole 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, may be recovered from Contractor by deduction from subsequent payments under this Contract or other contracts, grants, or agreements between the State and Contractor or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

**C. Use of Funds**

Contract Funds shall be used only for eligible costs identified herein and/or in the Budget.

**D. Option to Increase or Decrease Statewide Quantity of Service**

The Department may increase or decrease the statewide quantity of goods and services described in the Contract based upon the rates established in the Contract. If the Department exercises the option, it will provide written notice to Contractor in a form substantially equivalent to **Exhibit C**. Delivery/performance of goods and services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original Contract.

**8. REPORTING – NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §21, if applicable.

**A. Performance, Progress, Personnel, and Funds**

State shall submit a report to Contractor, upon expiration or sooner termination of this Contract, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any; set forth in this Contract and its Exhibits.

**B. Quarterly Reports**

In addition to any reports required pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress

reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

**C. Litigation Reporting**

Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Contract or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Commissioner of the Colorado Department of Education and the Chief Information Officer of OIT.

**D. Performance outside the State of Colorado and/or the United States**

*[Not applicable if Contract Funds include any federal funds]* Following the Effective Date, Contractor shall provide written notice to the State, in accordance with §16 and in form substantially equivalent to **Exhibit C**, within twenty (20) days of the earlier to occur of 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 §8.C shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this §8.C shall constitute a material breach of this Contract.

**E. Noncompliance**

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Contract.

**F. Subcontracts**

Contractor, with the consent of the State, may enter into one or more written subcontracts for the performance of Contractor's obligations under this Contract. Each subcontract shall comply with all applicable federal and state laws and provide that such subcontract shall be governed by the laws of the State of Colorado. Contractor shall notify the State immediately, in writing by certified mail, of any action or suit filed and prompt notice of any claim made against Contractor by any Subcontractor or Offeror, which in the reasonable opinion of Contractor, may result in litigation related in any way to the Contract with the State. Contractor shall notify the State in writing, in accordance with §16 below, within ten (10) days of discovering that a Subcontractor has been served with any pleading in a legal action filed with a court or administrative agency which may affect such Subcontractor's ability to perform its obligations under a subcontract.

**9. CONTRACTOR RECORDS**

**A. Maintenance**

Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining in any manner to the Work or to the delivery of Services or Goods hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three (3) years after the date this Contract expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

**B. Inspection**

Contractor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, copy, and/or transcribe Contractor's records related to this Contract during the Record Retention Period for a period of three (3) years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the Contract Term, including any extensions or renewals. If the Work fails to conform to the requirements of this Contract, the State may require Contractor to promptly bring the Work into conformity with Contract requirements at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures.

**C. Monitoring**

Contractor shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Contractor's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Contractor's records for any fiscal year covering a portion of the Contract Term, Contractor shall submit a copy of the final audit report to the State or its principal representative at the address specified herein. Contractor shall ensure the provisions of this paragraph apply to any subcontract related to performance under the Contract. Contractor shall, at Contractor's sole expense, reconstruct any records not preserved or retained as required by this paragraph.

**10. CONFIDENTIAL INFORMATION**

**A. Definitions**

1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.
2. "Data" includes Student Personally Identifiable Information and Educator Data.
3. "Destroy" means to remove Data from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in NIST Special Publication 800-88 Guidelines for Media Sanitization so that the Data is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.
4. "Educator Data" includes, but is not limited to, the educator's name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.

5. "Incident" means an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources of the State pursuant to C.R.S. Section 24-37.5-401 et seq. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a State system or Student Personally Identifiable Information, Educator Data, or State Confidential Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.
6. "State Confidential Information" means all information, data, records, and documentary materials, regardless of physical form or characteristics, which are of a sensitive nature and belong to the State, including but not limited to any non-public State records, sensitive State data, protected State data, State personnel records and other information or data concerning individuals, which has been communicated, furnished, or disclosed by the State to Contractor. Notwithstanding the foregoing, State Confidential Information shall not include Student Personally Identifiable Information or Educator Data and shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.
7. "Student Personally Identifiable Information (PII)" means information that is collected, maintained, generated, or inferred and that, alone or in combination, personally identifies an individual student or the student's parent or family. Student Personally Identifiable Information includes, but is not limited to a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier such as a student's social security number, student number, or biometric record; other indirect identifiers such as a student's date of birth, place of birth, and mother's maiden name; a student's email address, cell phone number or any other information that allows physical or online contact with a student; a student's discipline or criminal records; a student's juvenile dependency records; a student's medical or health records including, without limitation, records regarding a student's disabilities; a student's socioeconomic information, political affiliations, or religion; a student's text messages, IP address, or online search activity; a student's photos and voice recordings; a student's food purchases; or geolocation information.

Student Personally Identifiable Information also includes data that is collected and stored by THE MATF at the individual student level and is included in a student's educational record and includes State-administered assessment results, including participation information, courses taken and completed, credits earned and other transcript information; course grades and grade point average; grade level and expected graduation year; degree, diploma credential attainment or other school exit information; attendance and mobility information between and within Colorado school districts; special education data and special education discipline reports limited to object information that is sufficient to produce the federal Title IV annual incident report; date of birth, full name, gender, race, and ethnicity; and program participation information required by state or federal law.

8. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations.
9. "Targeted Advertising" means selecting and sending advertisements to an individual based on information obtained or inferred over time from the individual's online behavior, use of applications, or Data. Targeted Advertising does not include advertising to an individual at an online location based on the individual's current visit to that location or in response to the individual's request for information or feedback and is without the collection and retention of an individual's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

#### **B. General Provisions**

1. The State reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, State Confidential Information, Data, and all related data and content.
2. Contractor shall comply with all laws and regulations concerning confidentiality of State Confidential Information and Data including, but not limited to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; 34 C.F.R. Part 99 and the Student Data Transparency and Security Act, C.R.S. Section 22-16-101 et. seq. Contractor shall immediately forward to the State's principal representative any request or demand from a third party for State Confidential Information or Data in the possession of Contractor.
3. Upon request of the State or of the Colorado State Board of Education, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Section 10 by the State or by a State approved delegate.
4. Contractor shall send the State a written notice, which includes a clear explanation of the proposed changes, prior to making a material change to Contractor's privacy policies.

#### **C. Confidentiality of State Confidential Information**

1. Contractor shall notify its agents, employees, Subcontractors, and assigns who may come into contact with State Confidential Information that each is subject to the confidentiality

requirements set forth in this Contract, and shall provide each with a written explanation of such requirements before permitting them to access State Confidential Information.

2. State Confidential Information shall not be distributed or sold to any third party or used by Contractor or its agents except as authorized by this Contract or as approved in writing by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. State Confidential Information shall not be retained by Contractor or its agents except as permitted in this Contract or approved in writing by the State.
3. Disclosure of State Confidential Information by Contractor for any reason 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 State, its employees and agents, against any and all costs, expenses, claims, damages, liabilities, and court awards (including attorney fees and costs), incurred by the State in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with State Confidential Information.

**D. Subcontractors**

1. Contractor shall not use a Subcontractor or disclose Data to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-111 and the requirements of this Section 10.
2. If Contractor discovers that Subcontractor or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of Data, Contractor acknowledges that the State may terminate the contract with Contractor unless Contractor terminates the contract with Subcontractor as soon as possible after Contractor knows or has reason to know of Subcontractors' or any subsequent subcontractors' material breach.
3. Upon discovering the misuse or unauthorized release of Data held by a Subcontractor or any subsequent Subcontractor, Contractor shall notify THE MATF and the Office of Information Security ("OIS") within one calendar day, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Contract or results in an Incident.
4. No later than thirty (30) days after the signing of this Contract, Contractor shall provide the State with information detailing the purpose and the scope of the contract between the Contractor and all Subcontractor(s) and the types and uses of Data that Subcontractor(s) holds under the Contract between the Contractor and Subcontractor(s).
5. Contractor shall not maintain or forward Data to or from any other facility or location except for backup and disaster recovery purposes. Any backup or disaster recovery contractor shall be considered a Subcontractor that must comply with the Subcontractor requirements in this Section 10.

**E. End of Agreement**

- 1.** Should Contractor not comply with the requirements of this Section and that non-compliance results in the misuse or unauthorized release of Data by the Contractor, the State may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-105(5).
- 2.** Upon request by the State made before or within thirty (30) calendar days after termination of the Contract, Contractor shall make available to the State a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all Data, State Confidential Information, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.
- 3.** Following the termination of this Contract, Contractor shall, within thirty (30) calendar days, Destroy all Data and State Confidential Information collected, generated, or inferred as a result of this Contract. The Contractor shall notify the State of the date upon which all of the Data and State Confidential Information is Destroyed.
- 4.** The State retains the right to use the established operational services to access and retrieve Data and State Confidential Information stored on Contractor's infrastructure at its sole discretion.

**F. Use**

- 1.** The Contractor shall not use or share Data beyond the purposes set forth as follows:
  - a.** To carry out the Contractor's responsibilities listed in Exhibit A, Statement of Work.
  - b.** [Offeror to insert additional services involving Data and the purposes for using Data].
- 2.** In the event the Contract requires Contractor to store, process or transfer Data, Contractor shall store, process, and transfer Data only in or to facilities located within the United States.
- 3.** During the term of this Contract, if the State requests the destruction of Data collected, generated or inferred as a result of this Contract, the Contractor shall Destroy the information within five (5) calendar days after the date of the request. Contractor can retain a student's PII provided that:
  - a.** The Contractor obtains the consent of the student (if the student is eighteen or older) or the student's parent or legal guardian if the student is under eighteen) to retain the student's PII; or
  - b.** The student has transferred to another state and the receiving state has requested that the Contractor retain the student's PII.
- 4.** If Contractor seeks to share or publicly release Data without complying with the requirements of this Section 10 for Subcontractors, Contractor must de-identify or aggregate the Data prior to providing that information to a third party or releasing the

data publicly. For data that is de-identified or aggregate, the following requirements apply:

- a. Data that must be aggregated or de-identified shall include not only direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.
- b. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.
- c. Contractor shall de-identify data to remove cumulative re-identification risks.
- d. Contractor shall remove all Data that in conjunction with previous data releases and other reasonably available information, including publicly available directory information and de-identified data releases from education records and other sources would allow for identification of a particular individual.
- e. Contractor shall have specific steps and methods used to de-identify or aggregate information to protect the confidentiality of the individuals. Contractor shall, at the request of the State, provide the State with a document that lists the steps and methods the Contractor shall use to de-identify the information.
- f. Any aggregate or de-identified data that is not properly de-identified or aggregated and is transferred to a third party without the controls of this Section 10 for Subcontractors or publicly released will be considered an Incident, misuse of Data, or unauthorized disclosure of Data.

#### **G. Incident**

1. If Contractor becomes aware of an Incident, misuse of Data, or unauthorized disclosure involving any Data, it shall notify the THE MATF and OIS within one (1) calendar day and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any.
2. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.
3. Contractor shall determine the cause of an Incident and produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present its analysis and remediation plan to the State within ten (10) calendar days of notifying the State of an Incident. The State reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the reasonable costs thereof.
4. Disclosure of Data by Contractor or any Subcontractor for any reason 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 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 Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Section 10. Notwithstanding any other provision of this Contract, Contractor shall be liable to the

State for all direct, consequential, and incidental damages arising from an Incident caused by Contractor or its Subcontractors.

5. In the event of an Incident, Contractor shall provide the State or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

#### **H. Disallowed Activities**

A Contractor that uses, creates, or acquires Data shall not knowingly engage in any of the following activities:

1. Contractor shall not collect, use or share Data for any purpose not specifically authorized by the Contract. Contractor may use Data for a purpose not strictly authorized by the Contract only with the written consent of the State and, for uses of PII not authorized by the Contract, with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.
2. Contractor shall not use Data in a manner or disclose Data to any third party that is materially inconsistent with the Contractor's privacy policy, except as stated in subsection 3, below, of this Article X, Section I.
3. Contractor may use Data in a manner that is inconsistent with Contractor's privacy policy without violating the terms of this Contract provided that the use does not involve selling or using Data for Targeted Advertising or creating a personal profile of the student or educator, and the use is for one or more of the following purposes:
  - a. To ensure legal or regulatory compliance or to take precautions against liability.
  - b. To respond or to participate in the judicial process.
  - c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.
  - d. To investigate a matter related to public safety.

If Contractor uses or discloses Data in accordance with this Section I.3., Contractor shall notify the State within two calendar days of the use or disclosure of the Data.

4. Contractor shall not sell Data, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.
5. Contractor shall not use or share Data with any party for the purposes of Targeted Advertising to students or educators.
6. Contractor shall not use Data to create a personal profile of a student or educator other than for supporting the purposes authorized by the State or, for uses of PII, with the consent of the student (if the student is eighteen or older) or the student's parent or legal guardian (if the student is under eighteen).

## I. Data Security

1. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of Data. At a minimum, the information security program shall include the requirements listed in this Section J – Data Security. In addition to these requirements, Contractor shall review, on a semi-annual basis, all OIS policies and procedures that OIS has promulgated pursuant to C.R.S. Sections 24-37.5-401 through 406 and 8 C.C.R. Section 1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. All Data received from THE MATF shall be considered part of the High data security category and Contractor shall comply with all requirements in OIS policies and procedures required for data categorized as High. Contractor shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee. In the event of conflicts or inconsistencies between this Section 10 Confidential Information and OIS policies and procedures, such conflicts or inconsistencies shall be resolved by giving priority to this Section 10. Confidential Information.
2. Contractor shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall take full responsibility for the security of all Data in its possession, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Contractor shall provide for the security of such Data, in a form acceptable to the State, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
3. Contractor shall provide the State or its designated representatives with access, subject to Contractor's reasonable access security requirements, for the purpose of inspecting and monitoring access and use of Data, maintaining State systems, and evaluating physical and logical security control effectiveness.
4. Contractor shall perform, in a form reasonably acceptable to the State, current background checks on all of its respective employees and agents performing services or having access to Data provided under this Contract. The background checks must include, but are not limited to the following areas: County, State, National and Federal Criminal Records and a Sex Offender Registry Search. A background check performed within thirty (30) calendar days prior to the date such employee or agent begins performance of this Contract or obtains access to Data shall be deemed to be current.
5. Contractor shall have strong access controls in place.
6. Workstations and other data processing devices must automatically lock when not in use, and must be manually locked when left unattended.

7. Contractor shall protect all Data with a complex password. Contractor shall ensure passwords are confidential and prohibit the sharing of passwords. Passwords must not be written down or stored in an unsecure location. Contractor shall periodically change passwords and shall ensure passwords are not reused. Contractor shall have password locks for laptops and mobile devices.
8. Contractor shall disable and/or immediately delete unused and terminated user accounts. Contractor shall periodically assess account inactivity for potential stale accounts.
9. Contractor shall not share Data on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
10. Contractor shall implement annual intrusion penetration/vulnerability testing.
11. Contractor shall encrypt Data at rest on central computing systems. Contractor shall also encrypt any backup, backup media, removable media, tape, or other copies. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.
12. Contractor shall provide annual, mandatory security awareness and Data handling training for all of its employees/independent contractors handling Data pursuant to this Contract.
13. Contractor shall install and maintain on computers accessing or processing Data appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
14. Contractor shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method to transmit Data. Contractor shall never send Data via email or transport Data on removable media.
15. Contractor shall have physical security in buildings housing Data, along with controlled physical access to buildings and/or data centers.
16. Contractor's devices used to copy or scan hard copies of Data must have encrypted storage. Contractor shall scrub storage devices when equipment is retired. Hard copies containing Data are discouraged and must be physically secured, not left unattended, and physically Destroyed.
17. Contractor shall protect Data stored in cloud-based systems in the same manner as local Data. Use of free cloud based services is prohibited. Contractor shall use secondary encryption to protect Data in cloud storage. Cloud environments, when employed by Contractor, must be fully documented by Contractor and open to THE MATF inspection and verification. Access to Contractor's cloud based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet.

**J. Transparency Requirements**

1. Contractor acknowledges that the State will post this Contract to the State's website.

2. If Contractor collects, stores or accesses PII, Contractor must comply with the following requirements for transparency:
  - a. No later than thirty (30) calendar days after the signing of this Contract, Contractor shall provide the State with information detailing the purpose and the scope of the Contract, the types of PII that Contractor holds under this Contract, and the uses of PII under this Contract.
  - b. Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request from a local education provider or from the State.
  - c. Contractor shall provide transparency to parents, school districts and the public about its collection and use of PII including posting the following information on its public website:
    - i. Contact information for an individual within Contractor's organization that can provide information on or answer questions related to the use of PII by Contractor.
    - ii. An explanation of how the PII will be shared with Subcontractors or disclosed to any third party.
    - iii. The types of PII Contractor collects, generates, or uses. This information must include all PII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.
    - iv. An explanation of the PII, an explanation of how the PII is used, and the learning purpose for which the PII is collected and used.

Contractor shall update this information on its website as necessary to maintain accuracy. The Contractor acknowledges that the State will post this information on its public website.

**K. Exclusions:**

This Section 10 does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Contract.
2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.
3. Limit internet service providers from providing internet connectivity to public schools or to students and their families.
4. Prohibit a Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of PII obtained by the Contractor as a result of providing its services under this Contract.

5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Contract on that software or those applications.

**L.** This Section 10 does not prohibit Contractor's use of PII to:

1. Use adaptive learning or design personalized or customized education.
2. Maintain, develop, support, improve, or troubleshoot a Contractor's website, online service, online application, or mobile application.
3. Provide recommendations for school, education, or employment purposes, provided Contractor does not receive any payment or other consideration from a third party to make or support the recommendation.
4. Respond to a student's request for information or feedback provided Contractor does not receive any payment or other consideration from a third party for the information or feedback.
5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if Contractor has obtained the written consent of the student or the student's parent or legal guardian. Contractor may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the Contractor.
6. In accordance with the terms of this Contract, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to the State, students, parents, or individuals authorized by parents.
7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to Contractors that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

**M.** Authorized Representative

1. THE MATF designates Contractor as an Authorized Representative under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99.
2. THE MATF will disclose to Contractor the following Data:
  - a. [Vendor to Insert]
3. THE MATF discloses Data to Contractor for the purposes of carrying out an audit or evaluation of Federal- or State-supported education programs or to enforce or to comply with Federal legal requirements that relate to those programs. Data will be used for the

purposes stated in this Contract between THE MATF and Contractor and will be governed by the terms of this Contract.

4. Contractor shall only disclose Data to Subcontractors who are designated as Authorized Representatives and who have legitimate interests in the audit or evaluation of a Federal- or State-supported education program or for compliance or enforcement of Federal legal requirements related to these programs.

## **11. CONFLICTS OF INTEREST**

Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. If a conflict or appearance of a conflict of interest exists, or if Contractor is uncertain as to such, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

## **12. REPRESENTATIONS AND WARRANTIES**

Contractor makes the following specific representations and warranties for the benefit of the State on the date hereof, each of which was relied upon and will be relied upon by the State in entering into this Contract.

### **A. Standard and Manner of Performance**

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

### **B. Legal Authority – Contractor Signatory**

Contractor warrants that it possess the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, to lawfully authorize its undersigned signatory to execute this Contract or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this Contract within fifteen (15) days of receiving such request.

### **C. Licenses, Permits, Etc.**

Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal, or non-renewal of licenses, certifications, approvals, insurance, permits, or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is material breach by Contractor and constitutes grounds for termination of this Contract.

### 13. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the Contract Term. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

#### A. Contractor

##### i. Public Entities

If Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq., as amended (the “GIA”), then Contractor shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity to include the insurance requirements necessary to meet such Subcontractor’s liabilities under the GIA.

##### ii. Non-Public Entities

If Contractor is not a “public entity” within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Contract insurance coverage and policies meeting the same requirements set forth in §13.B with respect to Subcontractors that are not “public entities.”

#### B. Contractors – Subcontractors

Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

##### i. Worker’s Compensation

Worker’s Compensation Insurance as required by State statute, and Employer’s Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.

##### ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket commercial liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

##### iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

##### iv. Professional Liability

Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to this Contract. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this State Contract, and for at least two (2) years

beyond the completion and acceptance of the Work under this Contract, or, alternatively, a two (2) year extended reporting period must be purchased.

**v. Cyber Privacy Liability**

Contractor agrees to maintain Cyber Privacy Insurance for claims and losses with respect to network, internet (cloud) or other data disclosure risks (such as data breaches, releases of confidential information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

**vi. Additional Insured**

The State shall be named as additional insured on all Commercial General Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor or any Subcontractors hereunder.

**vii. Primacy of Coverage**

Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

**viii. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least thirty (30) days' prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §16 within seven (7) days of Contractor's receipt of such notice.

**ix. Subrogation Waiver**

All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven (7) days of the Effective Date of this Contract. No later than fifteen (15) days prior to the expiration of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within thirty (30) days of receipt of

written notice, or if a cure cannot be completed within thirty (30) days, or if cure of the breach has not begun within thirty (30) days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

## **15. REMEDIES**

If Contractor is in breach under any provision of this Contract, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Contract following the notice and cure period set forth in §14.B. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

### **A. Termination for Cause and/or Breach**

The State may terminate this entire Contract or any part of this Contract. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any.

#### **i. Obligations and Rights**

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work, Services, and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within the terms of this Contract. At the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State has an interest. All materials owned by the State in the possession of Contractor shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Contractor to the State and shall become the State's property.

#### **ii. Payments**

The State shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated in the public interest, as described herein.

#### **iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Contract by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services, or substitute Goods as cover.

**B. Early Termination in the Public Interest**

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or breach by Contractor, which shall be governed by §15.A or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Contractor of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in §15.A.i.

**iii. Payments**

If this Contract is terminated by the State pursuant to this §15.B, Contractor shall be paid an amount which bears the same ratio to the total reimbursement under this Contract as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in this Contract, less payments previously made. Additionally, if this Contract is less than sixty percent (60%) completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

**C. Remedies Not Involving Termination**

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the State without entitling Contractor to any adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Contractor's actions or inactions cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Notwithstanding any other provision herein, the State may demand immediate removal of any of Contractor’s employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the State’s best interest.

**v. Intellectual Property**

If Contractor infringes on a patent, copyright, trademark, trade secret, or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the State’s option (a) obtain for the State or Contractor the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Name of Contact
Colorado Department of Education
Address
Address
Email

Brenda Berlin, CFO
Governor’s Office of Information Technology
601 East 18 <sup>th</sup> Avenue, Suite 150
Denver, CO 80203
OIT_Contracts@state.co.us

**B. Contractor:**

Name and Title of Person
Company Name
Address 1
Address 2
Town, State, ZIP

## **17. RIGHTS IN DATA, DOCUMENTS, and COMPUTER SOFTWARE**

### **A. State Materials**

Except to the extent specifically provided elsewhere in this Contract, any State Information, pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Contractor upon completion or termination of this Contract. The State's exclusive rights in any Work Product prepared by Contractor shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause, or permit any State Materials to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State.

### **B. Contractor Materials**

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in a State approved license agreement: (i) entered into as exhibits to this Contract, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## **18. INTELLECTUAL PROPERTY ESCROW**

Contractor agrees to deposit the software, documentation, and/or all other related material(s) with a reputable software escrow agent ("Escrow Agent") for the term of this Contract. For the purposes of this §18, software is the source code accompanied by a running object code version submitted on a virus-free magnetic or optical media, compiled and ready to be read by a computer; documentation is all materials sufficient for a trained computer programmer of general proficiency to maintain and support the software without further assistance from Contractor; and all other related material(s) is anything else related to the software or documentation necessary or required for the proper use of the same (collectively, software, documentation and/or all other related material(s) "Escrowed Software"). Contractor shall also have a continuing obligation to deposit any maintenance modifications, updates, upgrades, new releases, or documentation related to the Escrowed Software. Contractor agrees to enter into an "Escrow Agreement" with the Escrow Agent, which will instruct the Escrow Agent to independently verify the operation of Escrowed Software and cause delivery of the Escrowed Software in Contractor's possession to the State if any one of the following events occurs:

- A.** Contractor agrees in writing to the delivery;
- B.** Contractor ceases to do business and no successor shall have agreed to assume the Contractor's obligations to the State;
- C.** Contractor has failed to support the Escrowed Software or has otherwise defaulted under this Contract and has exhausted all cure periods to avoid such termination; or
- D.** Contractor files for liquidation under the U.S. Bankruptcy Code, or files for reorganization under the U.S. Bankruptcy Code and does not remain debtor in possession.

Contractor shall grant the appropriate license rights in the Escrow Agreement to the Escrow Agent to allow the Escrow Agent to exercise its rights under this Contract. Contractor agrees that if the Escrow

Agent delivers the Escrowed Software to the State, the State shall have the same license and rights to use the Escrowed Software as the State had under this Contract, including, but not limited to, the right to utilize the source code and create updates and derivative works consistent with the purpose of this Contract. All costs and fees associated with the Escrow Agreement between Contractor and the Escrow Agent for the Escrowed Software shall be the sole responsibility of Contractor. Contractor shall provide the State with a copy of the Escrow Agreement within sixty (60) days from the Effective Date.

## **19. TRANSITION OF SERVICES**

Upon expiration or earlier termination of this Contract or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services or any other services provided by third parties hereunder. Contractor shall cooperate fully with the State or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.

## **20. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act, CRS § 24-10-101, et seq., and the risk management statutes, CRS § 24-30-1501, et seq., as amended.

## **21. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

### **A. Application**

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §21 applies.

### **B. Agreement**

Contractor agrees to be governed, and to abide, by the provisions of CRS §§ 24-102-205, 24-102-206, 24-103-601, 24-103.5-101 and 24-105-102 concerning the monitoring of vendor performance of State contracts and inclusion of contract performance information in a statewide contract management system.

### **C. Evaluation and Review**

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, and State Fiscal Rules, Policies, and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to, quality, cost, and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review, and Rating shall be rendered within thirty (30) days of the end of the Contract Term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress. Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel & Administration, upon request by THE MATF and/or OIT, and upon showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest

the final Evaluation, Review, and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS § 24-105-102(6)), or **(b)** under CRS § 24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§ 24-109-109, 107, 201, or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

**D. Notification**

**i. Evaluation and Review**

Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

**ii. Rebuttal/Protest and Appeal**

Contractor may contest the final Evaluation, Review, and Rating by filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS § 24-105-102(6)).

**22. GENERAL PROVISIONS**

**A. Assignment and Subcontracts**

Contractor's rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the State. Any attempt at assignment, transfer, or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

**B. Binding Effect**

Except as otherwise provided in §22.A, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successor, and assigns.

**C. Captions**

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limits its provisions.

**D. Counterparts**

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one (1) agreement.

**E. Entire Understanding**

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any effect whatsoever, unless embodied herein.

**F. Indemnification**

**i. General**

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 Contractor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 USC § 2671 et seq., as applicable, as now or hereafter amended.

**ii. Intellectual Property**

Contractor shall indemnify, hold harmless, and defend, at Contractor's sole expense, the State and its employees and agents against any and all loss, cost, expenses, or liability, including but not limited to attorney fees, court costs, and other legal expenses and damages arising out of a claim that any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligation hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates, (b) specified by Contractor to work with the IP Deliverables, (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function, or (d) is reasonably expected to be used in combination with the IP Deliverables.

**G. 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.

**H. Modification**

**i. By the Parties**

Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an 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 of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS – TOOLS AND FORMS.

**ii. By Operation of Law**

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

**I. Order of Precedence**

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its Exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

**i.** Section 23 of this Contract (Colorado Special Provisions),

**ii.** The provisions of the main body of this Contract,

**iii.** Exhibit A – Statement of Work, and

**iv.** Other exhibits as applicable.

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit attached hereto, any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provision incorporated into any other document or agreement between the Parties that (i) requires the State to indemnify Contractor or any other party, (ii) is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as

deemed solely by the State, or (iii) is contrary to any of the provisions incorporated into §23 or the main body of this Contract.

**J. Severability**

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

**K. Survival of Certain Contract Terms**

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

**L. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§ 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided, however, that certain political subdivisions (e.g. the City and County of Denver) may require payment of sales or use taxes even though the product is provided to the State. Contractor shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Contractor for such taxes.

**M. Third-Party Beneficiaries**

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.

**N. Waiver**

Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

**O. CORA Disclosure**

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, et seq.

**P. Press Contacts/News Releases**

Contractor shall not initiate any press and/or media contacts nor respond to press and/or media requests regarding this Contract and/or any related matters concerning the State without the prior written approval of the State representative listed in §16.

**Q. Force Majeure**

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure event. A Party that becomes aware of a Force Majeure event that will significantly delay performances shall notify the other Party promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure event. If a Force Majeure event occurs, the Parties shall execute an amendment in accordance with §22.H to extend the Contract for a time period that is reasonable

under the circumstances and in accordance with State of Colorado Fiscal Rules and State of Colorado Controller Policies.

**R. License or Use Audit Rights**

Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once (1) per Fiscal Year to request via written notice in accordance with **§16** (“Audit Request”) that the State certify its compliance with any applicable license or use restrictions and limitations (“Audit”) contained in this Contract or its Exhibits. The State shall complete the Audit and provide certification of its compliance to Contractor (“Audit Certification”) within one hundred twenty (120) days following the State’s receipt of the Audit Request. If upon receipt of the State’s Audit Certification, the Parties reasonably determine: **(i)** the State’s use of licenses, use of software, use of programs, or any other use during the Audit period exceeded the use restrictions and limitations contained in this Contract or its Exhibits (“Overuse”) and **(ii)** that the State would have been or is then required to purchase additional maintenance and/or services (“Maintenance”), Contractor shall provide written notice in accordance with **§16** to the State identifying any Overuse or required Maintenance and request that the State brings its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this Contract and its Exhibits, or incorporated as a part of Contractor’s or any Subcontractor’s website, click-through or online agreements, third-party agreements, or any other documents or agreements between the Parties, the State shall not be liable for the costs associated with any Overuse or Maintenance, regardless of whether the State may have been notified in advance of such costs.

**23. COLORADO SPECIAL PROVISIONS**

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

**A. CONTROLLER’S APPROVAL.** CRS § 24-30-202(1).

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

**B. 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.

**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, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 USC §§ 1346(b) and 2671 et seq., as applicable now or hereafter amended.

**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 **(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.

**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. 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.

**J. VENDOR OFFSET. CRS §§ 24-30-202(1) and 24-30-202.4.**

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

**K. 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 State 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 State 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 (3) 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 (3) 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 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 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.

**L. 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.

SPs Effective 1/1/09

24. SIGNATURE PAGE

Contract Routing Number Insert CMS #.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;"><b>CONTRACTOR NAME</b></p>  <p>By: _____</p>  <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>John W. Hickenlooper, GOVERNOR</b>  <b>Governor's Office of Information Technology</b>  Suma Nallapati, Secretary of Technology and  State Chief Information Officer</p> <p>By: _____</p> <p style="text-align: center;">Brenda Berlin, Deputy Chief Information Officer  and Chief Financial Officer</p>  <p>Date: _____</p>
<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>John W. Hickenlooper, GOVERNOR</b>  <b>Department of Education</b>  Katy Anthes, Ph.D., Commissioner</p> <p>By: Katy Anthes, Ph.D., Commissioner</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b></p> <p style="text-align: center;"><b>Cynthia Coffman, Attorney General</b></p> <p>By: _____</p> <p style="text-align: center;">Signature – Senior Assistant Attorney General</p> <p>Date: _____</p>

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS § 24-30-202 requires the State Controller to approve all State contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
State Controller Delegate

Date: \_\_\_\_\_

## **Exhibit 4: RFP-DHECIC-01**

### **Conflicts of Interest and Non-Conflict Certification Conflicts of Interest and Non-Conflict Certification**

The State of Colorado prohibits any business entity or person to be awarded a contract if they have an “Organizational Conflict of Interest” with regard to this solicitation and the resulting contract.

An Organizational Conflict of Interest exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. No person or business entity who was engaged by the State of Colorado in preparing the original Request for Proposal solicitation or who had access prior to the solicitation to procurement sensitive information related to this procurement including but not limited to Requirements, Statements of Work, or Evaluation Criteria will be eligible to directly submit or participate in the submittal of a proposal for this solicitation. The State of Colorado considers this to be an Organizational Conflict of Interest. For purposes of this solicitation, organizational conflict of interest means that because of other activities or relationships with other persons, a person or business entity has an unfair competitive advantage. All Offerors who wish to participate in this solicitation must certify that no organizational conflict of interest exists by completing and signing this certification.

### **Organizational Conflicts of Interest Prohibition and Non-Conflict Certification**

The Offeror warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State of Colorado, which must include a description of the action, which the successful Offeror has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State of Colorado may, at its discretion, cancel the Contract award. In the event the successful responder was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, the State of Colorado may terminate the Contract for default.

### **Organizational Conflict of Interest - Offeror’s Signature and Certification**

The undersigned on behalf of the Offeror hereby certifies that the information contained in this certification is accurate, complete, and current.

---

Signature and Date

---

Typed or Printed Name

---

Title

---

Company Name and Address

# Exhibit 5: Offeror Disclosure Statement



## CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES OR COLORADO

### VENDOR DISCLOSURE & NOTIFICATION – NON-CONSTRUCTION

#### FOR USE OF PROCUREMENT OFFICES

\_\_\_\_\_  
CONTRACT PERFORMANCE – GOVERNMENTAL BODY (PROCUREMENT OFFICE) NAME

Did vendor provide notice within 20 days of contracting or deciding to contract outside the United States or Colorado? \_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
TYPE OF CONTRACT

\_\_\_\_\_  
TYPE OF SERVICES PERFORMED OUTSIDE THE U.S. OR COLORADO

\_\_\_\_\_  
TOTAL PERCENTAGE OF CONTRACT PERFORMANCE OUTSIDE U.S. OR COLORADO

\_\_\_\_\_  
LOCATION OF OUTSOURCING

REASON WHY IT IS NECESSARY OR ADVANTAGEOUS TO GO OUTSIDE THE U.S. OR COLORADO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Governmental Bodies report to the General Assembly through SMART annually.  
*OFFICE OF THE STATE ARCHITECT COLLECTS REPORTING ON ALL CONSTRUCTION RELATED CONTRACTS.*

**Exhibit 6: W-9 for Independent Contractors – State of Colorado Form**

Form <b>W-9</b> Substitute Form State of Colorado 12/2009	<b>Request for Taxpayer Identification Number and Certification</b>	<b>THE MATF/DAA</b> Give form to requester. DO NOT send to IRS.
---	---	---

PRINT OR TYPE See Specific Instructions on page 143.	Name	
	Business name, if different from above	
	Check <b>ONE</b> <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other: _____ Legal Entity <input type="checkbox"/> LLC filing as Sole Proprietor <input type="checkbox"/> LLC filing as Corporation <input type="checkbox"/> LLC filing as Partnership <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street and apartment or suite no.)	Provider of medical Services? <input type="checkbox"/> Yes <input type="checkbox"/> No
	City, state and ZIP code	Provider of Legal Services? <input type="checkbox"/> Yes <input type="checkbox"/> No
List Account number(s) here (optional)	Phone Number	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your Social Security Number (SSN). However, for a resident alien, sole proprietor or disregarded entity, see the **Part I** instructions on page 143. For other entities, it is your Employer Identification Number (EIN). If you do not have a number, see **How to get a TIN** on page 143.

**Note:** If the account is in more than one name, see the chart on page 144 for guidelines on whose number to enter.

Social Security Number								

Employer Identification Number								

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding; **and**
3. I am a U.S. person as defined below.

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual Retirement Arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See instructions on page 144.)

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
------------------	----------------------------	--------

**Small, Minority- and Women-Owned Business Enterprise (SBE/MBE/WBE) Self-Certification (please check all boxes that apply)**

In an effort to track levels of participation by small, minority and women businesses with the State of Colorado, the following information is requested. Please indicate the appropriate category of ownership for your company. "Owned" in this context means a business that is at least 51 percent owned by an individual(s) who also control(s) and operate(s) it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day-to-day management. If your business is jointly owned by both men and women or is a large publicly held corporation, please check the box labeled "Not Applicable".

**Gender Information:**

Female-Owned     Male-Owned     Not Applicable

**Owner Ethnicity Information:**

African American     Asian/Pacific American     White (Non-Hispanic)     Not Applicable

Hispanic American     Native American     Other: \_\_\_\_\_

**Small Business Information:**

A Small Business is a business that is organized for profit, is independently owned and operated, and has 25 or fewer full-time equivalent employees.

Yes  No

**General instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct Taxpayer Identification Number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Definition of a U.S. person**

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate).
- A domestic trust (as defined in Regulations section 301-7701-7).

**Special rules for partnerships**

Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity;
- The U.S. grantor or other owner of a grantor trust and not the trust; and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person**

If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption

from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example:** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?**

Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part II instructions on page 144 for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see **Special rules for partnerships** on page 142.

**Penalties****Failure to furnish TIN**

If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding**

If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

### Criminal penalty for falsifying information

Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

### Misuse of TINs

If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

### Sole Proprietor

Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

### Limited Liability Company (LLC)

Check the "Limited Liability Company" box appropriate for the tax classification in the space provided. For a Single-Member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

### Other entities

Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;
9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter Exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: Medical and health care payments, attorneys' fees and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

### Enter your TIN in the appropriate box

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification Number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a Single-Member LLC that is disregarded as an entity separate from its owner (see **Limited Liability Company (LLC)** on page 143), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See the chart on page 144 for further clarification of name and TIN combinations.

### How to get a TIN

If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees; see **Exempt Payee** on page 143.

### Signature requirements

Complete the certification as indicated in 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester	
For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A Valid trust, estate or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on form 8832	The corporation
9. Association, club, religious, charitable, education, or other tax-exempt organization	The organization
10. Partnership or Multi-Member LLC	The partnership
11. A broker or registered nominee	The broker or nominee

12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments

The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see Special rules for partnerships on page 142.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure your tax records from identity theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN;
- Ensure your employer is protecting your SSN; and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT (438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

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## **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## Exhibit 7: Offeror's Technical Proposal

Offeror's technical proposal will consist of answering the following questions.

### Offeror's Response 1

For each of the four (4) Key Requirements, provide details, narrative and/or illustrations, to demonstrate Offerors understanding of the project vision and specifically, which functionality will be included in each phase of development. Offeror's response should list each characteristic/requirement separately and explain how the proposed solution addresses that component.

**In addition, provide a comprehensive description of the technology and architecture that will be used to support the functionality as described the four (4) Key Requirements.** Include detailed information about existing platforms or tools that will be used, along with proposed new development required to implement the Platform as envisioned. Document how your solution will provide a secure, non-duplicated user portfolio even within a system that integrates and transfers data across multiple agencies.

### Offeror's Response 2

**Provide details that demonstrate how Offeror meets all mandatory minimum Offeror qualifications as listed above.** Offeror's response should list each stated experience and/or qualification requirement separately and follow the listed requirement with the details that demonstrate how Offeror meets that specific requirement.

### Offeror's Response 3

**Previous work experience of the Offerors will also be evaluated. Provide a detailed description of Offeror's organizational experience related to the Work.**

- a. A general description of the Offeror's experience, capabilities, and capacities related to the development and implementation of career and education exploration and planning or related systems well as integrated technology and data solutions among disparate platforms. Provide specific examples of the Offeror's work products.
- b. Submit a minimum of three (3) and maximum of five (5) Company Experience and
- c. Demonstrated Capability (CEDC) Fact Sheets, Exhibit 1.

### Offeror's Response 4

**Provide a draft Work Plan, as described above, detailing in what time periods Contractor will meet Deliverable requirements and provide a platform that meets the four key characteristics described in the KEY REQUIREMENTS section of the Statement of Work.** Identify any functionalities (for example, single sign on, interagency operability or Activities) that will need to be developed, if not a pre-existing Offeror or partner product, including the timelines and plan for developing and implementing those functionalities.

### Offeror's Response 5

**Provide a detailed explanation of how the Offeror will provide sufficient personnel to perform the Work, including all of the following:**

- How the Offeror will provide Key Personnel that meets or exceeds the requirements contained in this RFP.
- Organizational charts, including Key Personnel, for the Offeror as a whole and for the MATF project team specifically, must be provided. The charts shall clearly indicate lines of authority and communication within and among the Offeror's departments.
- The Offeror shall provide a list of all Key Personnel. Each staff member's assigned responsibilities and time allocated to the project must be provided.
- Qualifications of all Key Personnel shall be presented in the Offeror's proposal. Supporting resumes, as an appendix, outlining education/training, employment history, and experience in conducting work similar to what is expected under this Contract shall be included as an attachment.
- A plan for how the Offeror will replace all Key Personnel and Other Personnel so that the transition between personnel does not impact the ability of the Contractor to complete the Work.

### Offeror's Response 6

**Describe the Offeror's change process in the event that regulations, legislation or other client needs require updates to the Contractor's system.**

For example, how does the Contractor balance change requests for all of its clients, how long (on average) do functionality changes or updates take to implement, and how does Contractor incorporate its client into such change-making decisions?

### Offeror's Response 7

**Provide details regarding the types of standard reporting that is included in Contractor's system and the formats in which they are exportable.**

Describe how PII will be securely transported. Explain Contractor's role-based security. How frequently does Contractor develop new and updated standard reports? Describe the functionality the system provides for ad hoc report creation. Describe Contractor's experience with creating custom reports and the general timelines and expectations from the MATF for the creation of custom reports.

### Offeror's Response 8

**Detail the Contractor's system uptime requirements and security policies.** Detail the hardware and software upon which the system shall be accessible, the operating systems on which the system may

be securely accessed, and the browsers with which Contractor's system is compatible. Include a sample copy of Contractor's standard Service Level Agreement.

#### **Offeror's Response 9**

**Describe the trainings and training modules that Contractor will provide.** Provide information about the subject matter of the trainings, the experience and number of trainers provided, and the training formats. How will Contractor provide training/instructions any time that Contractor upgrades its system in a way that requires Users to enter data differently or interact with the system differently?

#### **Offeror's Response 10**

**Detail Contractor's customer and technical-support services that will be provided as part of this Contract.** This description should include, but is not limited to, the number of customer service representatives and technical support staff members that will be available, where the customer service center is located, the training and experience that customer service and technical support-staff receive, a brief description of Contractor's Complaint Resolution Plan, and the different methods by which questions may be asked (phone, website, instant message, etc.).

#### **Offeror's Response 11**

**Complete Exhibit 2: Cost Component Response – RFP-DHECIC-01.**