State of Colorado
Department of Personnel & Administration (DPA)
Executive Office
Contract & Procurement Unit

REQUEST FOR PROPOSAL (RFP) SUBMITTAL COVER SHEET

Publish Date:	August 8, 2008	**RFP Number:**	DPA RFP-09-004

Subject to the specifications, terms and conditions stipulated in the RFP and/or attached, the Department of Personnel & Administration (DPA) is requesting proposals from qualified vendors/firms/companies interested in providing the State with a comprehensive Contract Management System. Proposals offering a fully developed Commercial Off-the-Shelf (COTS), web-based solution, to be housed internally by the State of Colorado, will be accepted at the address below prior, and up to, the date and time listed.

Submit All Proposals to:	Department of Personnel & Administration, Executive Office, Contract & Procurement Unit ATTN: Renee Wersch, CPPO 633 17th Street, Suite 1600 Denver, CO 80203	**Purchasing Agent:** **Telephone No:**	Renee Wersch, CPPO 303-866-6555
Submission Deadline	**September 19, 2008** **3:00 p.m.** **(Vendors are responsible for timely receipt)**	**IMPORTANT:** This completed and signed RFP Submittal Cover Sheet MUST accompany proposals submitted. Proposals must be delivered "sealed" with RFP Number, and Opening Date and Time on outside of envelope/package. Be advised that telegraphic or electronic offers cannot be accepted.	
# of Copies to be Submitted:	One (1) Original Plus Six (6) Hard Copies Required		

IDENTIFICATION OF OFFEROR(S) (**Legibly** Complete the Following Information):

OFFEROR(S)/COMPANY NAME:

STREET ADDRESS:

CITY/STATE/ZIP:

PHONE: FAX:

E-MAIL ADDRESS: WEBSITE ADDRESS:

AUTHORIZED SIGNATURE: _____

(one copy must include an original signature)

PRINTED NAME AND TITLE:

FEIN OR BIDS SUBSCRIBER NUMBER **AS REGISTERED** ON BIDS:

CONTACT NAME FOR CLARIFICATIONS: PHONE:

MODIFICATIONS RECEIVED: **PAYMENT TERMS :** _____

F.O.B.: Destination, Prepaid & Allowed **LEAD TIME/DELIVERY ARO:** See Contract Requirements

In submitting this coversheet, you are verifying receipt of the original BIDS notice and attachments. Where modifications are issued, you need to additionally acknowledge receipt of the number of modifications above where indicated. Offeror(s) are responsible for reading the entire RFP document before submitting a proposal.

RETURN THIS PAGE WITH YOUR RESPONSE

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Glossary of Terms and Acronyms

BAFO	-	Best and Final Offer	**GUI**	-	Graphical User Interface
BIDS	-	Bid Information and Distribution System	**IT**	-	Information Technology
CLIN	-	Contract Logging Inquiry	**MB**	-	Megabytes
COFRS	-	Colorado Financial Reporting System	**MSRP**	-	Manufacturer's Suggested Retail Price
COTS	-	Commercial Off-the-Shelf. Referred to as the base system. i.e. Out-of-the-box	**NTP**	-	Notice to Proceed
CMS	-	Contract Management System	**ODBC**	-	Open Database Connectivity
CRS	-	Colorado Revised Statutes	**RAM**	-	Random Access Memory
DBE	-	Disadvantaged Business Enterprise	**RFP**	-	Request for Proposal
DPA	-	Department of Personnel & Administration	**SIT**	-	System Integration Test
FEIN	-	Federal Employer Identification Number	**SQL**	-	Structured Query Language
FY	-	Fiscal Year	**Key points of data**		Those pieces of information that would automatically populate the database from the contract after creation via a wizard or template.
Deliverable	-	A tangible or intangible object produced as a result of project execution. Normally an accepted thing or purpose that is the result of a task execution.	**Milestone**	-	An activity by which progress of the project is measured. A milestone is an informational marker only; it does not affect scheduling.
Wizard	-	Visual or automated interactive computer tool to assist in writing contracts using a series of field screens for generating pages of contract.	**Template**	-	A pre-developed document used to create others of common style and content.
Configuration	-	Setting up the existing software functionality to tailor the system for use in a particular way. Ex. Tailoring a certain workflow, user's preferences or adding a user defined field that does not alter application code.	**Customization**	-	Involves creating new, additional, unique code for the State of Colorado's instance of the application.
Release	-	Major upgrade to a software package including new functionality. Ex. Version 1.0 to Version 2.0	**Service Pack**	-	Minor improvements and bug fixes to a particular release. Generally not including new functionality. Ex. Version 1.1 to Version 1.2
Base System	-	The proposers system with no configuration or customization. i.e. As is.			

INTRODUCTION AND OVERVIEW

Introduction and Overview

This preamble is provided only for informational purposes. The intent of this section is to assist potentially interested vendors in understanding the features/layout of this Request for Proposal (RFP) solicitation, and act as a guide to the RFP document. This section is not intended to address all of the requirements of the solicitation or be comprehensive in any manner, and should not be interpreted as such. In the event of discrepancies between the contents of this introduction and the main RFP text (Sections 2 through 9 of this RFP); the main text provisions will prevail.

Layout of the RFP Document

Following is a brief overview of the structure and layout of this document:

- Section 1: Details the administrative and legal requirements, procurement timetable, policies and procedures in effect for this procurement process.
- Section 2: Explains the document structure that proposers must utilize in responding to this RFP.
- Section 3: Describes DPA Objectives for this project and the scope of work for this procurement.
- Section 4: Details the evaluation process and criteria that DPA will use in selecting the most responsive, responsible, and advantageous proposal.
- Section 5: Contains questions proposers must address in their proposals related to corporate background and qualifications as well as other response requirements.
- Section 6: Contains questions proposers must address in their proposals related to functionality & technical merit and methodologies that will be employed to provide the services encompassed in this RFP.
- Section 7: Identifies pricing information that proposers must include as part of their proposals.
- Section 8: Contains questions proposers must address in their proposals related to contractual terms and conditions and the contract negotiation process.
- Section 9: Summary of each of the exhibits included as part of this RFP.

Solicitation Focus and Selection Process

This RFP solicitation facilitates the Colorado Department of Personnel & Administration's (DPA) effort to acquire a comprehensive Contract Management System (CMS) for use by all Colorado agencies and institutions of higher education. DPA is seeking to internally house a fully developed solution that will greatly improve the State's ability to manage its contracts, and associated contract documents, and to monitor vendor performance. The solution must be a tested and proven Commercial Off-the-Shelf (COTS) web-based system, capable of managing all stages of the life cycle of a contract, including drafting, storage, administration and compliance checks. The system must be able to run on a Microsoft Windows or Linux operating system.

Public notification through publication of this RFP, onto the State of Colorado BIDS system, is made in compliance with Colorado State fiscal and procurement rules and regulations (Title 24, C.R.S. as amended, Article 101 through 112 and Rules). This solicitation has three primary areas of focus:

1) Corporate Background, Staffing and Experience: Proposer's marketplace viability, relevant experience.

2) Functionality & Technical Merit, Approach, Methodologies, Services: Proposer's CMS and approach for the successful implementation of the solution. Proposer's approach for specific areas of service/maintenance.
3) Pricing: Proposer's costs for the CMS and associated services.

Proposers are notified that written response to this RFP serves as one of several components comprising the selection process. Other evaluation methods may include reference checks, interviews with proposer representatives, demonstrations, proposal clarifications, and best and final offers (BAFO). These additional evaluation activities will be based on written proposal responses to this RFP.

High-level Description of the Scope

By engaging a CMS vendor, DPA is seeking to accomplish the following:

- Implement a centralized system for tracking and managing contracts on a statewide basis;
- Improve the State's ability to manage its contracts from cradle to grave (Procurement through contract Close-out);
- Streamline and improve its contracting process;
- Improve and track vendor performance through better monitoring, evaluation and reporting;
- Establish multiple workflow processes with automated notification for document routing, escalations, and approvals.

A full Scope of Work can be found in Section 3.

In order for DPA to make an informed and intelligent procurement choice, proposers must provide thorough and complete answers to all of the areas described in this RFP.

Single Contract

DPA will enter into a single contract for the purchase of a Contract Management System. Any partnerships between firms must be managed in a Prime Contractor / Subcontractor approach. All references to "proposer" or "contractor" or "offeror" throughout this RFP document shall be interpreted to mean the *prime* responding vendor, except where specifically noted otherwise. Any/all forms signed and submitted by this so defined prime shall be interpreted as acknowledgement of terms and conditions and assumed responsibilities on behalf of *all* partnered entities (if applicable). The selected contractor will be required to assume responsibility for all goods and services offered in its proposal, and DPA will consider the selected contractor to be the sole point of contact with regard to all contractual matters and responsibilities. The selected contractor must gain prior written approval from DPA for any changes to subcontractors, subsequent to proposal submission.

Changes to Scope

DPA's objective is evaluation of proposals per the criteria established in this RFP. Those proposer(s) still being considered for the award at the time of any scope changes will be notified in writing of such changes and afforded the opportunity to respond or ask for clarification to those changes.

SECTION 1
ADMINISTRATIVE INFORMATION

Issuing Office

This request for proposal is issued for the State of Colorado by the Colorado Department of Personnel & Administration, Executive Office, Contract & Procurement Unit. All contact regarding this RFP is to be directed to:

Department of Personnel & Administration,
Executive Office, Contract & Procurement Unit
ATTN: Renee Wersch, CPPO
633 17th Street, Suite 1600
Denver, CO 80203
Phone: (303) 866-6555 Fax: (303) 866-3034
renee.wersch@state.co.us

Contact with any other DPA personnel regarding this procurement, unless specifically authorized by the above named RFP Administrator, may result in disqualification.

Purpose

DPA is requesting proposals offering to provide a fully developed Commercial Off-the-Shelf (COTS), web-based solution; to be housed internally by the state of Colorado and be used by all Colorado agencies and institutions of higher education. This RFP solicitation process may include reference checks, proposer interviews, proposal clarification sessions and the opportunity for proposers to submit a BAFO.

This RFP provides proposers with sufficient information to enable them to:

1. Understand the scope of work as outlined in Section 3 of this RFP;
2. Submit proposals related to corporate background and experience, functionality & technical merit methodologies and services, and pricing; and
3. Allow for comprehensive evaluation and consideration by an impartial DPA evaluation team.

Schedule of Activities

Activity	Date	Time (MST)
1. RFP published on BIDS System	August 8, 2008	N/A
2. Prospective Bidders submit formal inquiries to DPA ***No inquiries accepted after this date***	August 22, 2008	3:00 PM
3. DPA Response to written inquiries on BIDS system	August 29, 2008	N/A
4. Proposal Submission Deadline	**September 19, 2008**	**3:00 PM**
5. Evaluation of Written Proposals (***ESTIMATED****)	September 19th to October 10th, 2008	
6. Reference calls and letters of clarification questions (short-listed proposers only) (***ESTIMATED***)	October 13th to October 20th, 2008	
7. Proposer Demonstrations and Interviews (***ESTIMATED***)	October 27th to October 31st, 2008	
8. Best and Final Offer (***OPTIONAL & ESTIMATED***)	November 3rd to November 10th, 2008	
9. Proposal Selection and Publication onto BIDs (***ESTIMATED***)	November 14, 2008	
10. ***Desired*** Date of Executed Contract	January 1, 2009	
11. ***Desired*** initial Performance Period	January 19, 2009 to January 18, 2010	

*As the evaluation process is dependent upon the number of proposals received, their length, and committee members' schedules, all dates *post* proposal submission are strictly estimated.

Proposal Submission

All proposals must be received by the Department of Personnel & Administration, Executive Office, Contract & Procurement Unit, no later than the date and time shown in the Schedule of Activities, Line 4 Proposal Submission Deadline. Each proposal package shall consist of:

- One (1) original (identified as such) of: Document I – Main Proposal Document, and Document II – Price Proposal. Document I and Document II packaged in separate envelopes.
- Six (6) copies of Document I – Main Proposal Document
- Six (6) copies of Document II – Price Proposal

See Section 2 of this RFP – Response Requirements for format and content specifications

A complete proposal package, including all elements of the proposer's response as delineated above, MUST be submitted and received by the stated deadline.

It is the sole responsibility of the proposer to ensure that its complete proposal package is received in the Contract and Procurement Office prior to the deadline. Proposers mailing their documents should allow ample mail delivery time to ensure timely receipt of their proposals. **PROPOSALS RECEIVED AFTER THE DATE AND TIME STATED IN THE SCHEDULE OF ACTIVITIES WILL NOT BE CONSIDERED.**

Proposals must be clearly identified as a proposal in response to **DPA RFP No: DPA RFP-09-004**, and must show such information on the **OUTSIDE** of the proposal packet(s). Proposals will not be accepted by facsimile transmittal. All materials submitted shall become the property of DPA and will not be returned unless the RFP solicitation is cancelled prior to the submittal due date, in which case such proposals will be returned unopened, or opened only for identification purposes.

Proposers are advised of DPA's desire that proposals prepared in response to this RFP be submitted on recycled paper, and that all copies be printed on both sides of paper. While the appearance of proposals is important, and professionalism in proposal presentation should not be neglected, the use of non-recyclable or non-recycled glossy materials is discouraged. In addition, it is requested that proposals be in flat bound form to facilitate filing.

Amendments to RFP

In the event it should be necessary to revise any portion of this RFP, addenda such as response to written inquiries received by the stated deadline, will be published on the State BIDS System at the Internet site, http://www.gssa.state.co.us. Proposer MUST acknowledge any/all amendments to this RFP in the cover letter to its proposal AND the signature page attached to such addendum(s) must be acknowledged with signature by a person authorized to bind the proposer, and included as part of the response proposal. It is the proposer's sole responsibility to monitor and access the State BIDS System for any amendments and to acknowledge and/or comply with all such published addenda as specifically instructed. Failure to acknowledge all amendments as instructed in each/all such addenda may cause rejection of the entire proposal as non-responsive.

Proposer/Vendor Registration

Proposer registration (Colorado BIDS Registration) MUST be current at the time and date of the Submission Deadline specific to this RFP (Line 4 in Schedule of Activities), and as noted on the Colorado BIDS webpage. Proposer registration status is based on the Proposers' Federal Employer Tax ID Number (FEIN), as provided by the Proposer, on the Request for Proposal (RFP) Submittal Cover

Sheet - page 1 of this document. Only Proposers registered by the submission deadline for this RFP will be considered.

Parent Company

If a proposer is owned or controlled by a parent company, the name, main office address and parent company's tax identification number (FEIN) must be provided in the proposal document. Regardless of whether or not a Proposer is owned or controlled by a parent company, the responding Proposer's FEIN, as provided on the RFP Submittal Cover Sheet, shall be the number used to determine registration status.

Response Material Ownership

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

Proprietary/Confidential Information

All material submitted in response to this RFP will become public record and will become subject to inspection following final proposer selection. Any material requested for treatment as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such requests must include justification for each request. It is not acceptable to label the entirety of the proposal as proprietary or confidential.

Request for Confidential/Proprietary Classification

The State neither requests nor encourages the submission of confidential/proprietary information in response to this RFP. Information submitted will be open for public inspection upon completion of the RFP process and award of contract. Should a proposer want the State to treat certain information as confidential/proprietary, the proposer shall submit a written request, as part of its RFP package, to the DPA Contract and Procurement Director, provided that the submission is in STRICT accordance with the procedures listed below. Adherence to these procedures remains the SOLE RESPONSIBILITY of the proposer. The written request for confidentiality/proprietary classification will be reviewed and either approved or denied by the DPA Contract and Procurement Director. If denied, the proposer will have the opportunity to withdraw its entire proposal, or to remove the proprietary restrictions.
NEITHER COST NOR PRICING INFORMATION NOR A TOTAL PROPOSAL WILL BE CONSIDERED PROPRIETARY.

PROCEDURES FOR SUBMISSION OF CONFIDENTIAL/PROPRIETARY INFORMATION

A. Written request for confidentiality/proprietary classification shall be submitted, by the offeror, with the proposal documents.
B. The written request will be enclosed in an envelope marked "REQUEST FOR CONFIDENTIALITY/PROPRIETARY CLASSIFICATION," and attached to the cover of the ORIGINAL copy of the offeror's proposal that contains the DPA invitation for proposal page with the offeror's ORIGINAL autographic signature.
C. The written request must state SPECIFICALLY, and IDENTIFY BY PAGE NUMBER, what elements of the proposal are to remain confidential. The request must also IDENTIFY THE

BASIS for the claim of confidentiality/proprietary classification, OTHER than a recitation of a SPECIFIC State or Federal statute.

D. Confidential/propriety information MUST be readily IDENTIFIED, MARKED and SEPARATED/PACKAGED from the rest of the proposal. Co-mingling of confidential/propriety information and other information is NOT acceptable.
E. The DPA Contract and Procurement Director will make a written determination as to the apparent validity of any request for confidentiality/proprietary classification. This written determination will be sent to the offeror.
F. Proposals not following this procedure may be declared non-responsive by the DPA Contract and Procurement Director and given no further consideration.

Rejection of Proposals

Pursuant to Procurement Rule 24-103-301, the State of Colorado reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so. Failure to furnish all information, or to follow the proposal format set forth in this RFP, may act to disqualify the proposal. It is the sole responsibility of the proposer to ensure ALL required signature forms, and the requisite number of document copies, are included in its submittal package.

In the event DPA elects to NOT award any proposer, or the RFP solicitation is cancelled, all received proposals must be retained as confidential and will not be subject to public inspection. The purpose for this condition is to prevent any future potential offerors an opportunity to review other offerors' proposals and thereby gain any unfair advantage in submitting future proposals.

Any cancellations occurring ***before the submittal*** due date will result in received proposals being returned unopened to the appropriate proposer accompanied by a notice of cancellation letter.

Incurring Costs

The State of Colorado is not liable for any cost incurred by proposers prior to issuance of a legally executed contract or procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties. No reimbursement of travel and other preparatory costs will be considered for those proposers recommended for interview, demonstrations or other subsequent travel prior to award.

Evaluation Criteria

An evaluation will be made by an appointed, impartial evaluation committee tasked with determining the merit of proposals received in accordance with the evaluation criteria defined herein. The recommendations of this group will be forwarded to the DPA Contract and Procurement Director for approval.

- Failure of the proposer to provide in its proposal any information requested in this RFP may result in disqualification of the proposal and shall be the sole responsibility of the proposing firm.

- During the evaluation process, discussions may be conducted with responding proposer(s) determined reasonably likely of being selected for award. It will be at the sole recommendation of the evaluation committee as to whether discussions for clarification are needed and thereby requested.

- The sole objective of the evaluation committee will be to recommend the proposer whose proposal is determined most responsive to the State's needs and most advantageous to the State

of Colorado taking into consideration the price and all evaluation factors set forth herein and as defined in Section 24-103-203(7) CRS.

- Specific evaluation criteria are outlined in Section 4 of this RFP, entitled Evaluation Process and Criteria.

Proposal Content/Acceptance of RFP Terms

A submission in response to the RFP acknowledges acceptance by the proposer of all unaltered terms and conditions, as set forth herein. Any proposed exception taken to the State's Terms and Conditions must be clearly and thoroughly identified and supported and acceptable alternatives must be proposed. Failure to do so shall be deemed a waiver of any rights to subsequently raise exception and/or request modification, except as outlined or specified in this RFP. Submission of exceptions *does not guarantee* their acceptance, however, and such submittal will be taken into consideration during proposal review and scoring by the evaluation team.

Conflict of Interest

By submission of a response proposal, the proposer agrees that, at the time of contracting, the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services. The proposer shall further covenant that, in the performance of the contract, they shall not employ any person having any such known interest.

Proposal Prices

Estimated proposal prices are not permitted unless specifically requested herein. Proposers are urged to submit prices reflective of as accurate and reasonable predictions of costs as possible. Proposers are alerted that although DPA reserves the right to request a Best and Final Offer, any revisions, including costs, will be closely evaluated by the evaluation committee, towards insuring the elimination of any perceived inequities and unacceptable conditions.

Selection of Proposal

All proposers will be notified in writing regarding the results of the RFP evaluation. Upon review and approval of the evaluation committee's recommendation for award, the DPA Contract and Procurement Office will issue a "Notice of Intent to Make an Award" letter to the apparent successful proposer. ***Such letter, by itself, does not grant any property interest or right of any nature in the RFP work/services or to contract for the performance of such work/services.*** Contract terms that are consistent with the RFP and that are acceptable to the State must first be discussed, followed by contract completion and signature by all parties and the State Controller. **Only upon final signature by the State Controller does the successful proposer have any interest or rights in the RFP work/services.** Therefore, the apparent successful proposer receiving a "Notice of Intent to Make an Award" letter shall not rely on that letter to make commitments to third parties, and the apparent successful proposer shall not take any actions(s) to prepare for, or start the performance of, the RFP work/services until a contract is fully executed. Further, every effort will be made to have a completed and fully signed agreement on or before the date indicated in the Schedule of Activities (Line 10) unless extended by DPA during the RFP process. If through no fault of the State the parties are unable to agree on contract terms, DPA may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most successful/highest ranked proposer.

Intent to Award

After proposer selection, a "Notice of Intent to Make an Award" letter will be mailed to all responding proposers. Following notification of intent to award, all interested parties may review the RFP files, including response proposals, by making an appointment with:

Renee Wersch, CPPO
Department of Personnel & Administration,
Executive Office, Contract & Procurement Unit
633 17th Street, Suite 1600
Denver, CO 80203
Phone: (303) 866-6555 Fax: (303) 866-3034
renee.wersch@state.co.us

Award of Contract

Final award will be made to the proposer whose proposal best meets the evaluation criteria set forth in this RFP and is determined by the evaluation committee to be the most responsive to the State's needs and most advantageous to the State of Colorado, taking into consideration the price and other factors set forth herein, subject to discussion and execution of an acceptable contract as described above. It is DPA's intent to make a selection within 60 to 80 days of the proposal submission deadline; however, as the evaluation process is dependent upon the length and number of the proposals received, and evaluation committee members' schedules, the schedule of activities post the proposal submission deadline (i.e., interviews, demonstrations) is strictly estimated, requiring all Price proposals remain firm and valid for award for at least 180 days following proposal submittal deadline. Price proposals must contain specific language agreeing to the validity of the pricing for 180 days.

Protested Solicitations and Awards

Any actual or prospective proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the DPA Contract and Procurement Director. The protest shall be submitted in writing within seven (7) working days after notification of intent to award - defined as when such aggrieved person knows, or should have known, of the facts giving rise thereto. Ref. to Section 24-109, 101 et seq., CRS, as amended; Section 24-109, 201 et. Seq., CRS as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules. Protests received after the seven-working-day period shall not be considered. The written protest shall include, as a minimum, the following:

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

News Releases

Proposers shall not issue any news releases pertaining to this RFP prior to execution of a contract. At any time after execution, only news releases approved by the DPA Program Manager shall be made.

Certification of Independent Price Determination

A. By submission of its proposal, the proposer certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
    1) The prices in the proposal were arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any other competitor;
    2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not be knowingly be disclosed by the proposer prior to award, either directly or indirectly, to any other proposer or to any other competitor; and
    3) No attempt has been made by the proposer to induce any other person or firm to submit, or not to submit, a proposal for the purpose of restricting competition.

B. The person signing the Cover Page of this RFP certifies that:
   1) He/she is the person within the proposer's organization responsible for that organization's decision as to the prices being offered in the proposal and that he/she has not participated, and will not participate, in any action contrary to A (1) through (3) above; OR
   2) He/she is not the person within the proposer'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, by certifying that such persons have not participated, and will not participate, in any action contrary to A (1) through (3) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to A (1) through (3) above.

C. A proposal will not be considered for award where A (1) and (3) and B above have been deleted or modified. Where A (2) has been deleted or modified, the proposal will not be considered for award unless the proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the DPA Contract and Procurement Director, or designee, determines that such disclosure was not made for the purpose of restricting competition.

Taxes

The State of Colorado, as purchaser, is exempt from all Federal taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all State and Local Government Use Taxes (Ref. Colorado Revised Statutes Chapter 39-26.114[a]). Seller/proposer is hereby notified that when materials are purchased in certain political subdivisions, the seller/proposer may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

Contract Products - Ownership Rights

All products produced in response to the contract or agreement resulting from this RFP will be the sole property of the State of Colorado. Any exceptions must be outlined in detail. Exceptions may serve as cause for rejection of proposal. Such products shall include original materials, including any reports, studies, data, designs, drawings, maps, meeting minutes, specifications, data spreadsheets, notes, documents, electronically or magnetically recorded material and related intellectual property developed or created by the successful proposer pursuant to the services sought by this RFP, and subsequently provided and integrated by contract between DPA and the successful proposer, shall become the sole property of the State. The purchase of licenses for use of a proposer's software shall not be interpreted to mean purchase of the actual application or software. Ownership of the specific application and software selected under this RFP shall remain with the selected proposer. The successful proposer will not be allowed use of any materials furnished by, or produced for, DPA for any purpose other than towards the completion of the works described herein, without permission from DPA.

Assignment and Delegation

Except for assignment of antitrust claims, neither party to any resulting contract stemming from this RFP, may assign nor delegate any portion of such contract without the prior written consent of the other party.

Choice of Law

The laws of the State of Colorado shall govern in connection with the formation, performance, and the legal enforcement of any resulting contract. Further, Title 24, CRS as amended, Article 101 through 112, and Rules adopted to implement the statutes, govern this procurement.

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

Audit
The State reserves the right to require that the successful proposer has a process audit conducted of its program at least once every three (3) years. If the successful proposer has not had such an audit prior to awarding of this contract, and the State requires one, then an audit must begin within six (6) months of the award of this contract. The State reserves the right to approve the selected firm. A complete copy of the audit must be provided to the Department of Personnel and Administration within five (5) working days of its completion. The Department of Personnel and Administration will negotiate directly with the contractor regarding any exceptions or findings from the audit.

Disadvantaged Business Opportunities
The State encourages its agencies to utilize minority-owned and women-owned businesses to the greatest extent possible without sacrificing adequate competition. Proposers are reminded of the illegality of discrimination, and the provisions of Procurement Code Section 24-111-102. While there is not a specific requirement for DBE participation for this solicitation, the State does encourage the submission of responses that include minority-owned and/or women-owned businesses.

Pre Performance Meeting
Upon execution of the contract, the Contract Administrator shall conduct a review of the contract requirements with key personnel of the State and awarded proposer. The purpose of the meeting is for all working parties to gain a better knowledge of the contract requirements, have questions answered, and conduct a needs assessment so that transition to performance will commence in a timely and smooth manner.

Contract Term
This RFP will result in a 2-year contract with the option to extend for an additional three 1-year periods at the sole discretion of the State, and subject to the State's funding clause listed in the attached model contract. The initial contract will be effective upon approval by the State Controller or designee, and will continue for an initial 24-month period (2-years). The contract performance contemplated herein shall commence upon the effective date of applicable contracts and shall be undertaken and performed in the sequence and manner set forth herein.

Standard Contract
Except as modified herein, the standard State Contract Terms and Conditions shall govern this procurement and the State of Colorado will incorporate standard State contract provisions into any contract resulting from this RFP, including provisions contained in the Model IT Contract (Exhibit B) and the State of Colorado Special Provisions (Exhibit A). As previously stated, DPA will consider requests for exceptions to the State's contract provisions in its evaluation and scoring of all proposals submitted in response to this RFP. In order for such exceptions to be considered, the proposer shall identify any potential exceptions as part of its RFP response. If the selected proposer requests changes to the standard language *after* the deadline for proposals, and such request results in protracted contract negotiations, and probable delay of implementation of a CMS solution, DPA will cease contract discussions and exercise its right to offer the contract to the next highest ranked proposer. Please note, the Model Contract lists the State's required legal provisions but does not include the specific Scope of Work and requirements for this RFP.

Use of the Terms "Exhibit" and "Appendix"
For the convenience of submitting proposers and the committee evaluating the proposals, the term **"exhibit"** will be used exclusively for any DPA provided attachments, and the term **"appendix"** will be used exclusively for any proposer submitted materials.

SECTION 2
RESPONSE REQUIREMENTS

A "proposal" is a responsive, conforming, unconditional, complete, legible and properly executed offer from a qualified responsible party interested in providing the services outlined in this RFP. It shall be the sole responsibility of the proposer to ensure its response proposal is in the proper form and in DPA's possession at the designated location on or before the scheduled time on the due date of receipt. Proposals will not be returned unless the RFP solicitation is cancelled prior to the submittal due date, in which case such proposals will be returned unopened, or opened for identification purposes only. Any proposal received AFTER the submittal due date and time will be returned unopened, or opened only for identification purposes.

Proposal General Requirements

To be considered responsive, proposers must adhere to, and include, the following when preparing their proposal:

- ***In responding to each question or information request, proposers shall first paste an unaltered copy of the question prior to providing their response. In the event that a question has multiple parts (e.g. 1a, 1b, 1c, etc) the copy of the main question should be included only at the beginning of the response and the subpart shall precede the response to that particular subpart.***
- ***For reading ease and consistency across proposals, the required format shall be defined as: 8 ½ X 11 inch sheet of paper, single spaced in 12-point font.***
- The proposer may provide additional material in Appendices with reference to material contained in the appendices made in the basic proposal.
- Include a table of contents to assist in evaluation and review.

Proposal Format, Content and Detailed Descriptions

Proposers are instructed to be thorough yet brief. Proposers should strive to answer each question without the addition of extraneous information. Proposers are also notified that the evaluation committee will take into consideration, as part of their review, the success of the proposer in being concise and to the point yet fully responsive.

- Proposals MUST follow the format outlined, with hardcopies of each document provided as instructed.
- Proposal sections should be tabbed, clearly identifiable, and contain the following:

DOCUMENT I – MAIN PROPOSAL DOCUMENT

Prepare one (1) original identified as such and six (6) copies of Document I, as described in Section 1 (*Proposal Submission*) of this RFP.

A. Introductory Letter

The Introductory letter shall be printed on the proposer's letterhead and addressed to:

Renee Wersch, CPPO
Department of Personnel & Administration,
Executive Office, Contract & Procurement Unit
633 17th Street, Suite 1600
Denver, CO 80203

At a **MINIMUM**, the Introductory Letter shall contain the following:

i. Listing of all firms involved in this proposal.
ii. Certification that the information and data submitted is true and complete to the best knowledge of the authorized signatory.
iii. Name, telephone and e-mail address of a single contact person representing the proposer [prime contractor] regarding the proposal.
iv. Title, printed name and signature of the person authorized to commit the prime contractor for this procurement.
v. Summary of key and distinguishing features of the submitted proposal and the submitting proposer.
vi. Specific agreement by the proposer to the incorporation of its proposal response into contractual agreements if selected for final award.
vii. Specific proposer acknowledgement that the submitted proposal meets all terms and conditions detailed in this RFP solicitation.
viii. Specific proposer acknowledgement of any/all amendments to the RFP as instructed in Section 1 of this RFP.

B. **The signed Request for Proposal/Invitation for Bid Form** (cover page for this RFP) MUST be placed immediately following the Introductory Letter, and any/all signed acknowledgements of any/all addendums to this RFP, and any other required forms placed immediately after this form

C. ***Table of Contents***

D. ***Corporate Information: Background and Qualifications***
This section of the proposal shall include a complete response to each of the questions presented in Section 5 of this document, maintaining the structure and sub-headings contained therein. Immediately preceding each response, proposers will paste an *unaltered* copy of the original requirement or question. Conciseness and brevity are encouraged.

E. ***Functionality & Technical Merit, Approach, Methodologies***
This section of the proposal shall include a complete response to each of the questions presented in Section 6 of this document, maintaining the structure and sub-headings contained therein. Immediately preceding each response, proposers will paste an *unaltered* copy of the original requirement or question. Conciseness and brevity are encouraged.

F. ***Contract Terms, Conditions, and Negotiations***
This section of the proposal shall include a complete response to each of the questions presented in Section 8 of this document, maintaining the structure and sub-headings contained therein. Immediately preceding each response, proposers will paste an *unaltered* copy of the original requirement or question. Conciseness and brevity are encouraged.

G. ***Appendices***
Supporting visuals, diagrams or other documentation/information requested as part of any questions presented in this RFP, must be appropriately referenced in the proposer's response to that question and labeled in sequential order as Appendix 1, Appendix 2, etc.
The last Appendix should contain proposer provided information not contained in other sections of the response.

DOCUMENT II – PRICE PROPOSAL

Prepare one original and six (6) copies, as instructed in Section 1 and Section 7 of this RFP. The Price Proposal must be bound separately from the main document and submitted in a separate sealed envelope labeled accordingly. This section of the proposal shall include a complete response to each of the questions presented in Section 7 of this document, maintaining the structure and sub-headings contained therein. Immediately preceding each response, proposers will paste an *unaltered* copy of the original requirement or question. Conciseness and brevity are encouraged.

DPA will not consider the submission of brochures, references to websites and/or other marketing material as a substitute for written responses to our requirements and questions.

PROPOSALS NOT ADHERING TO THE ABOVE FORMAT GUIDELINES *MAY BE* REJECTED AS NON-RESPONSIVE. DPA STRONGLY ADVISES ALL PROPOSERS TO NUMBER PROPOSAL PAGES ACCORDINGLY AND USE DIVIDERS TO SEPARATE EACH SECTION.

SECTION 3
OBJECTIVES AND SCOPE

Colorado Contracting – Overview of Process

The State of Colorado had expenditures of $18.2 billion in fiscal year ended June 30, 2007. Most of this spending is for health care and human services, education (preschool through 12th grade), higher education, transportation, and justice. The State employed 59,873 full time employees and paid $4.2 billion for wages, salaries, and benefits.

Colorado has three branches of government: Executive, Legislative, and Judicial. The Legislature passes bills, which become statutes upon signature by the Governor. The Executive Branch operates through agencies and institutions of higher education. Agencies are part of departments, and each department has an executive director who reports to the Governor.

Departments generally use a different agency code for each agency, although there are departments that use the same agency code for all their agencies, such as Colorado Department of Labor and Employment, Colorado Department of Public Safety, and Colorado Department of Regulatory Agencies. There are 88 agency codes for agencies and 21 departments. Each institution of higher education has one agency code, although all institutions have several departments, which usually are named for academic disciplines, and have a different meaning than a State department. There are 29 agency codes for institutions of higher education; most of these are community colleges.

The State of Colorado contracts with vendors through its agencies and institutions of higher education. As such, the State's contracts are as diverse as the services provided by these organizations. State agencies and institutions of higher education must follow statutes and fiscal rules regarding contracts. Statutes that provide direction on State contracting include Colorado Revised Statute (CRS) 24-102-205 Centralized Contract Management System, CRS 24-103.5-101 Monitoring of Vendor Performance, and CRS 24-105-012 Performance Evaluation Reports. All three of these statutes were part of Senate Bill 07-228 (signed by the Governor), and require the State to implement a centralized contract management system (the subject of this RFP), monitor vendor performance, and complete evaluation reports on contracts. These statutes apply to ALL Executive Branch agencies and institutions of higher education. There are limited exceptions for certain types of contracts, such as sponsored projects at higher education, Medicare, children's basic health plan, and Colorado's indigent care program.

The Office of the State Controller is responsible for the State's contract process under CRS 24-30-202. The Office of the State Controller has issued fiscal rules regarding contracting, in particular Fiscal Rule 2-2 Commitment Vouchers and Fiscal Rule 3-1 State Contracts. These rules set the form, content, and process for state contracting. They are presently being revised and drafts of the proposed rules can be found at: http://www.colorado.gov/dpa/dfp/sco/FiscalRules/fiscalrulesfiling.htm

Under Fiscal Rule 2-2, a State contract is required for:

- Personal services contract above $100,000
- Capital construction/controlled maintenance above $100,000
- Any dollar amount for professional services including architectural, engineering, land surveying, industrial hygienist, and landscape architects (CRS 24-0-1401)
- Any real property lease or license of land, building or other space for a term of more than 30 days.

Agencies and institutions of higher education also enter into contracts where a contract is *not* required by Fiscal Rule 2-2. These situations are described in Fiscal Rule 3-1 which provides examples of these different types of contracts grouped into three categories: 1) Expenditure contracts, 2) Revenue contracts, and 3) Other contract types. The categorization of Expenditure contracts in the Fiscal Rule is important because expenditure contracts must be reviewed and approved by the State Controller or delegate even if the total value is *below* $100,000. As such, these lower value contracts are also anticipated to become part of the CMS solution selected as a result of this RFP.

For the fiscal year ended June 30, 2008, the agencies and institutions of higher education entered into approximately 15,000 contracts. This contract count includes all formal contract types (not just those required by Fiscal Rule), and all modifications to contracts, such as amendments, option letters, task orders, bilateral change orders and funding letters. This count does not, however, include purchase orders.

Fiscal Rule 3-1 includes specific content for expenditure contracts and other contract types, and provisions to be included in personal services and capital construction contracts. The Office of the State Controller has approved contract forms for capital construction, model contracts[1] (personal services, information technology, building leases, grants), modification tools and forms, special provisions, and waived contracts.

Generally, the contracting process involves eight steps. Two functions are involved in the contract process: contract administration and program staff. Employees in contract administration typically handle steps 1 to 5, while employees in the program staff are involved in steps 6 to 8, and Accounting in step 7. Contract administration includes preparing, obtaining approvals, and tracking the contract. Generally, each agency and institution of higher education has a central contract administration staff. There are approximately 200 employees in contract administration. Program staff are involved in the day-to-day management of the contract and are typically the subject-matter experts. They monitor and judge vendor performance. DPA estimates that there are approximately 2,500 employees in the program staff at agencies and institutions of higher education.

The contracting steps are as follows:

1. Determine need – in most cases, particularly for agencies, the need is driven by legislative action.
2. Procurement Process – outlined in CRS 24-101-105 et.seq. and the State of Colorado Procurement Code.
3. Contract creation – agencies begin with model contracts; higher education has its own processes.
4. Contract negotiation – handled by the agencies and institutions of higher education with the contractor. Office of the State Controller may become involved in complex negotiations.
5. Contract review and approval
    a. *Signatures* – Fiscal Rule 3-1 requires that in addition to the contractor's signature, all State expenditure contracts shall include the signatures of the chief executive officer of an agency or institution of higher education and the State Controller or delegate. Further, certain types of contracts require approval of central approvers.
    b. *Central Approvers* - A central approver is an executive director of an agency, elected official, or authorized delegate, designated by statute or Fiscal Rule as a required approver for certain types of State contracts. Central approvers include: The State Personnel Director, State Architect, Director of Real Estate Programs, State

[1] Model Contracts and Contract guidance can be viewed on the State Controller website http://www.colorado.gov/dpa/dfp/sco/contracts.htm

Communications Coordinator, State Attorney General, Director of the Division of Central Services, the Chief Information Officer of the Governor's Office of Information Technology, and the Director of Risk Management.

c. *Approaches for State Controller Review* - There are three different approaches used for State Controller review:
   i. *Delegated agencies* – Agency controllers are delegated to sign low risk contracts on behalf of the State Controller. High Risk contracts are forwarded to the Office of the State Controller, who may then request review and approval by the Office of the State Attorney General.
   ii. *Delegated institutions of higher education* – State Controller delegates may approve State expenditure contracts up to $100,000 (or a lower amount) as included in the delegation letter on behalf or the State Controller. Contracts above the threshold amount are reviewed by the special assistant attorney general at the institution of higher education.
   iii. *Non-delegated agencies and institutions of higher education* – With the exception of waived contracts, all contracts are sent to the Office of the State Controller. A waived contract is approved up front by the Office of the State Controller and is used where multiple contracts contain the same provisions and only the contractor, contract amount, and dates are different.

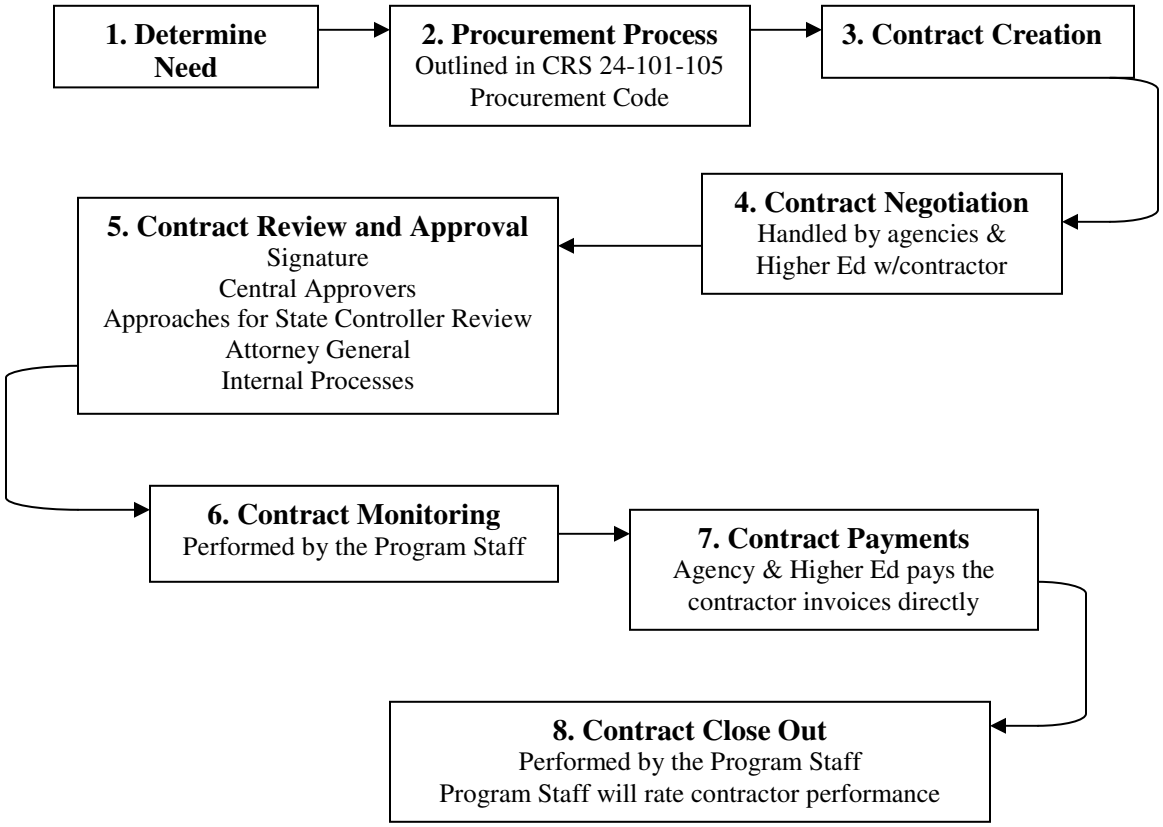
d. *Attorney General* - The Attorney General's review is a separate review and depends on the risk level and dollar amount of the contract. The Attorney General's review occurs at the Office of the Attorney General for agencies and at the general counsel's office for institutions of higher education.

e. *Internal Processes* - In addition to the review process outlined in Fiscal Rule 3-1, agencies and institutions of higher education may have their own internal review process. For instance, various levels of approvals may be required in the program or procurement sections.

6. Contract monitoring – Performed by the program staff for agencies and institutions of higher education.
7. Contract payments – Accounting in the agency or institution of higher education pays the contractor's invoices based on approval by the program staff. Agencies use the Colorado Financial Reporting System (COFRS) to process payments, except for the Colorado Department of Transportation, which uses SAP. Institutions of higher education use various financial systems, including PeopleSoft, Banner, and other systems.
8. Contract close out - Performed by the program staff for agencies and institutions of higher education. Program staff will also rate contractor performance.

Agencies use the Contract Logging Inquiry (CLIN) screen in COFRS to track contracts. The CLIN screen includes the name and department of the individual who last approved the contract. It is not connected to the financial system or the e-mail system. Certain agencies also enter contract information into a separate tracking system, such as an Access database or Excel spreadsheet. Institutions of higher education use various means to track contracts, with the most common being Excel spreadsheets. DPA anticipates the selected Contract Management System would at some point replace the CLIN table for personal service contracts and perhaps eventually replace the CLIN table for all contracts.

A visual of the 8-step general flow of the Colorado Contract Process



Role and Vision of the Department of Personnel & Administration

The Mission of DPA - "To Guide, Administer and Support Colorado state government and its employees," is supported by its Action Goals, which were developed to help its employees achieve its mission of guidance, administration and support[2]. These goals include:

- To develop and administer consistent and fair policies and procedures
- To create positive and empowering work environments
- To enhance efficiency
- To provide logistical support and high-quality, cost-effective services to all agencies and employees of Colorado
- To be responsive to anyone we service: employee, customer and/or partner
- To provide meaningful education, information and training
- To work towards procuring competitive wages, compensation and benefits for all employees

Implementation of a comprehensive Contract Management System that will be made available for use by all Colorado agencies and Higher Education directly supports DPA's Mission and its Action Goals. By improving the State's ability to manage its contracts and monitor the performance of all vendors doing business with the State, DPA will be enhancing efficiencies, creating cost savings by procuring better goods and services and ensuring vendor compliance through transparent tracking mechanisms.

[2] For further information regarding the business operations of DPA, please visit the website at http://www.colorado.gov/dpa/.

Purpose of this Request for Proposals

To meet DPA's goal of acquiring a comprehensive Contract Management System to manage all stages of the life cycle of a contract including drafting, storage, administration and compliance checks, this RFP is seeking a solution that will:

- Greatly improve the State's ability to manage its contracts and associated contract documents and key events (e.g. deliverable dates, renewal dates).
- Streamline and improve its contracting process / workflows
- Have the ability to scale as the State's needs expand
- Provide *full* Contract Management from Procurement through contract Close-out as described above in "Colorado Contracting – Overview of Process" *excluding* contract payments.
- Support all contract types
- Provide a Template library, clause library and searchable Key Word groups
- Be Web-based
- Be Commercial Off-the- Shelf software.
- Be easily supported by existing state IT staff.

Success in obtaining a solution meeting the above description will rely on appropriate project management and coordination, timely and efficient system implementation, coupled with appropriate levels of customer support and training.

Project Management / Coordination

The selected vendor shall formally designate a single project manager who will serve as the vendor's point of contact for the State's project manager. The vendor's project manager will be responsible for coordinating all vendor assigned resources and activities, and working closely with the State's project manager throughout the implementation of the Contract Management System.

Project management is an essential role in the overall success of this project. While communication between team members is essential once a work item has been assigned, a work assignment protocol, to be determined by the State's project manager, must be observed by all parties for this project to be successful. As such, the State's project manager will take the lead in the following activities:

- Coordinating the planning for implementation.
- Identification and scheduling of resources.
- Communicating priorities and timeframes.
- Communicating progress, as necessary, in both written reports and on an ad hoc basis.
- Identifying and addressing any issues with performance of specific tasks as well as those inhibiting the effectiveness of the team and/or the overall relationship.
- Assessing performance against contract conditions.
- Managing the change management process.

Changes in priorities must first be discussed with the State's project manager and the vendor's project manager before anything can be agreed upon. The State's project manager and the vendor's project manager will be responsible for keeping a comprehensive list of all work items and for determining whether such changes can and will be accommodated.

System Implementation and Project Support

System implementation shall include, but not be limited to:

- Assistance with set-up and configuration of the Test environment
- Assistance with set-up and configuration of the Production environment
- Software Installation – test and production systems (separate installs)
- Demonstration of Database Transfer – restore a database backup from the Test system to the Production system.
- System Documentation and User Manuals
- Training – Initial "how to" instruction for end users and technical training of State IT staff.
- Customization & Configuration

On-going System Support

Post-implementation System and Project Support shall include, but not be limited to:

- Training – on-going beyond the initial "how-to" instruction and technical guidance.
- Updates – software updates issued to the state in a timely manner following release
- Release Documentation – informational updates issued to the state in a timely manner following release.
- Maintenance – issuance of Service Packs and new releases as appropriate
- Customer Service – Help Desk, on-line support, etc.

SECTION 4
EVALUATION PROCESS AND CRITERIA

Evaluation Process

An evaluation committee will be formed of individuals bringing varying expertise and business, functional and technical knowledge to *independently* assess the merit of each proposal received in accordance with the evaluation factors defined solely in this RFP. The sole objective of the evaluation committee will be to analyze and score the RFP responses, check references, and utilize other methods and sources they elect to consult for clarification and evaluation purposes (i.e. proposal clarifications, interviews, demonstrations, etc.). Following independent review and scoring, the committee will meet to discuss each proposal and prepare their written recommendation as to the proposal determined most responsive to DPA's needs. The committee's written recommendation will be forwarded by the assigned RFP Administrator to the DPA Contract and Procurement Director for review and approval.

The evaluation committee will score the responses and recommend the proposer whose proposal is most advantageous to the State of Colorado, taking into consideration the price and all evaluation factors set forth herein and as defined in Section 24-103-203(7) CRS. While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, the final decision will be a business decision and will not be based on a numerical score. Proceedings and recommendations of the Evaluation Committee will be recorded in a Decision Memorandum as part of the basis for its award decision.

Optional Oral Presentation

At the conclusion of evaluation and discussion of the written proposals, the State *may* (at the committee's sole discretion) request oral presentation and system demonstration of the most favorable proposals. *Proposers should not, however, prepare the written proposal with the assumption that an opportunity for oral presentations or revisions will be offered, rather, the most favorable proposal should be submitted as their initial written submittal*.

Should the Evaluation Committee decide not to award solely based on initial proposals, then those proposals in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award) will be provided an opportunity to make an oral presentation and system demonstration. The oral presentation may include a discussion for the purpose of clarification and to ensure full understanding of and responsiveness to solicitation requirements. The same criteria for evaluation will be employed and each committee member will be provided the opportunity to modify their original scores. Following all oral presentations, the committee will again discuss their individual comments and scores.

The evaluation committee shall determine whether oral presentations and system demonstrations will assist them in making a final proposal selection. If the evaluation committee requires such presentations and interviews, DPA will schedule these sessions for the purpose of:

- Allowing the proposer an opportunity to present its proposal to the evaluation committee, in person;
- Allowing the proposer an opportunity to demonstrate its proposed base system based upon scripted scenarios;
- Allowing the State an opportunity to obtain further clarification of proposal aspects and attempt to resolve any uncertainties;
- Resolving suspected mistakes by calling such perceived errors to proposer's attention without disclosing information concerning other proposers' proposals; and
- Allowing the State an opportunity to ask specific questions of the proposer regarding its proposal offer.

If following oral presentations and demonstrations, the Evaluation Committee requires further information in the form of proposal revisions, a date will be established in writing by the State for submission of Best And Final Offers. Proposers will not, however, be provided an opportunity for comprehensive proposal revisions (i.e. a complete rewrite will not be allowed).

Following all of the above, in order to assist the State in making its determination of proposer responsibility in accordance with CRS 24-103-401, the apparently successful proposer may be required to submit, for the most current reported period and a reasonable number of previous years (in order of preference): an audited financial statement, a financial statement reviewed by a certified public accountant, a third-party prepared financial statement (if an audited or reviewed statement is not available), or another financial statement prepared in the routine course of the proposer's business.

Proposers are notified that as part of the award process, the proposer will have to disclose where the services are intended to be performed: in Colorado, outside of Colorado, or outside the United States (as required by C.R.S. 24-102-206).

Proposal Scoring

The factors listed below are designed to incorporate specific evaluation of the items described and requested in Sections 5, 6 and 8. The evaluation panel reserves the right to modify the evaluation factors for cause as it is deemed necessary to ensure appropriate proposer selection.

Proposals should be submitted in the format requested in this RFP providing sufficient detail to allow the evaluation panel to determine whether the submitted proposal evidences:

- An understanding of the State's needs, requirements and contracting terms and conditions; and
- An ability to meet the State's needs; and
- The experience and resources necessary to carry out the work towards meeting the State's needs; and
- Costs that are reasonable and consistent with the services offered to meet the State's needs.

During the evaluation phase, each committee member will independently review each proposal and assign a score within each category. The evaluation of each proposal will be scored based upon a comparison of the information submitted against the specific evaluation criteria outlined below.

Following independent review and scoring, the committee will discuss as a group each proposal and modify their scores, if deemed appropriate, based on such discussions (process will repeat following oral presentations and demonstrations if applicable). Committee member scores are then averaged for each proposal.

Evaluation Weight:

The weighting applied to each of the evaluation categories for proposals and supporting documents will be approximately as follows:

- Corporate Information: Background and Qualifications → 25%
- Functional & Technical Merits: Includes Approach and Methodologies → 60%
- Pricing → 15%

Specific Evaluation Criteria

The evaluation committee, in making their recommendation for award determination, will utilize the factors listed below. DPA designed these factors to incorporate specific evaluation of the items requested in Sections 5, 6 and 8 of this RFP, as well as the other aspects of the evaluation cited above. Proposers are instructed to be thorough yet brief. Given the breadth of this solicitation and the amount of information requested, proposers should strive to answer each question without the addition of

extraneous information. Proposers are also notified that the evaluation committee will take into consideration, as part of their review, the success of the proposer in being concise and to the point yet fully responsive. In addition, the evaluation committee will be instructed to assign preference to:

- A COTS solution best meeting the State's needs with minimal or no customization.
- A solution easily supported by State IT staff.

Technical Evaluation Criteria

The technical evaluation shall include review of both Corporate Information and Functional & Technical Merits. During the technical evaluation, the committee will review each proposal and assign each a score in each category as determined through the proposer's response to the criteria detailed in the following sections. The technical evaluation of each proposal will be scored based upon a comparison of the information submitted by each proposer (as requested in Sections 5, 6 and 8) against the evaluation criteria outlined below.

Corporate Information: Background and Qualifications:

Section 5 of this RFP provides detailed questions, the responses to which will be used to evaluate proposers' strengths in Corporate Background and Experience. The evaluation criteria will include but not be limited to the following:

- *Long-term viability in the marketplace* – Organizational and financial strength, past performance, customer base, investment in improving its product and services.
- *Ability to meet DPA's needs* – Clients where the proposer has provided similar services, capability of understanding and supporting public sector business processes, ability to deliver both day-to-day support services and provide strategic consultative insight and direction.
    - Customer satisfaction pertaining to system functionality, vendor support and overall system performance.
    - Recommendation of the reference(s).
- *Excellence in customer service* – Philosophy in this area and how it transcends business operations, quality, and flexibility in service offerings; demonstrated track record of meeting the business objectives of customer base; performance against contractual requirements; preparation of resources to communicate effectively with customers; and other objective indicators of performance in this area.
    - Experience of the vendor's key staff with the proposed system, its implementation and operation.
    - Experience of the vendor's project manager and key staff in implementing projects with the proposed system that are of comparable ultimate size desired by the State and similar requirements to that identified in this RFP.
- *Contractual fit* – Willingness to agree to required State of Colorado terms and conditions, approach to contract negotiations, and historical performance in timely conclusion of contracting discussions.

Understanding of Functional & Technical Merits:

Section 6 of this RFP provide detailed questions, the responses to which will be used to evaluate proposers' strengths in Approach, Flexibility, Methodology, Project Management, and Services. The evaluation criteria will include but not be limited to the following:

- *Functional & Technical Merits* – Quality of the proposed plan, level of rationale provided for the proposed plan, method for gaining knowledge about the State's needs, focus on building service delivery framework, and level of readiness for performance.
    - Does the proposed base system meet or exceed the needs identified in Section 6?
    - Did the proposer clearly describe *how* the proposed system would meet any of the desirable requirements?
    - Does the proposed system meet or exceed any of the functionality requested?
    - How does the proposed system address system scalability?
- *Flexibility* – Extent to which proposer is able to accommodate changing needs and priorities of the State, quality and equity of the methods proposed to address changing circumstances, ability to balance need for flexibility and timeliness of the process with adequate documentation procedures.
- *Methodology* – Reliability and comprehensiveness of the proposed solution, demonstrated understanding of DPA's overall needs and how to meet them, efficiency and effectiveness of communication protocol between DPA and vendor's team, how the methodology contributes to the timely and effective completion of items.
- *Proposed Customer Service Program* - Speed of problem response and resolution, expected level of customer support, methods for escalation of concerns, customer satisfaction evaluations, and methods to ensure service continuity which align DPA objectives with proposer performance, and quality and timeliness of communications.
- *Upgrades* – In-depth and well-established methodologies for planning and executing both functional and technical upgrades.

Criteria for Cost, Demonstration and Interview Evaluations

Following review, evaluation and scoring of the technical portion of the proposals, the evaluation committee will review the Cost sections of those proposals determined to be most favorable (based on score/rank) and make demonstration and interview determinations.

Cost: Pricing of Proposed System

Section 7 of this RFP provides detailed questions and response requirements related to cost. The information provided by each proposer in reply will be used to evaluate proposers' Price Proposal. The evaluation committee will consider the price sheet (Exhibit D) and proposed payment schedule of only those determined most favorable. The cost evaluation will be to determine the best value to DPA within the budget allocated for this project. In addition, the proposer's ability to clearly define a payment schedule that is tied in with major milestones or tasks being performed will be assessed along with the responses to questions presented in Section 7.

Demonstration

The purpose of the demonstration will be to review and verify how the proposed base system will handle the requested functionality as described in this RFP.

In order to effectively present the proposed base system and answer committee questions, key technical and implementation staff must be in attendance at this demonstration. A detailed demonstration format will be provided to prospective candidates in advance of the scheduled demonstration and a scenario provided the day of. The demonstration evaluation will include, but not be limited to, the proposed system's ability to perform the functions as described in the RFP.

As the purpose of the demonstrations is to assess the "base" COTS system and its flexibility, the proposer is instructed to not customize or configure their system in advance. Doing so may result in disqualification.

Interview

After the proposer's demonstration, the evaluation committee will conduct an interview with the proposer. Each of the proposers key project team members, including any sub-contractors who will be assigned to this project, must be in attendance at this interview. The interview evaluation will include but not be limited to the proposers responses to evaluation committee concerns and issues, proposers ability to clearly demonstrate vision, research and development, and customer support of the proposed system.

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SECTION 5:

CORPORATE INFORMATION: BACKGROUND AND QUALIFICATIONS

The following questions are intended to give DPA insight into the proposer's general/overall corporate organization. Proposers must answer the following questions related to their corporate organization and staff resources. If the team responsible for the execution of this initiative is a partnership (two or more separate firms), responses to these questions for each of the firms/organizations involved in this partnership must be included.

1. Provide the legal name of your company, the founding/incorporation date, the type of entity and all DBA's (if applicable). In addition,

   If your firm is a *corporation*, provide the following:
   a. Date of Incorporation
   b. Incorporated in the State of
   c. Chief Executive's Name
   d. Chief Executive's Title
   e. FEIN
   f. Person Authorized to Commit the Organization for this Procurement
   g. Title of Person Authorized to Commit the Organization for this Procurement
   h. Name of parent company if your firm is a subsidiary (include the state in which parent company is incorporated or licensed to do business and parent FEIN). If your company is owned or managed by another company, list the name, entity type and founding dates of both entities.
   i. Provide a chronology of your organization – different names of company, ownership, etc.

   If your firm is a *partnership*, provide the following:
   a. Date of organization
   b. Name of owner(s) and ownership participation
   c. FEIN
   d. Person Authorized to Commit the Organization for this Procurement
   e. Title of Person Authorized to Commit the Organization for this Procurement
   f. Provide a chronology of your organization – different names of company, ownership, etc.

2. Elaborate further on your legal form of ownership by indicating:
   a. Whether any of the principals in your organization changed within the last three (3) years, and if so explain why.
   b. The location of corporation headquarters
   c. Colorado presence, if any

3. Describe any recent acquisitions and merger activity by:
   a. Listing any planned or pending agreements to merge or sell your company within the next two years.
   b. Stating known efforts on the part of other entities to acquire your organization and explain your company's position on those efforts.
   c. Should a competitor purchase your firm, what kind of contingency plan or assurances do/would you offer customers?
   d. Identify companies have you acquired in the past two years and state:

i. Why were they acquired?
ii. How the company integrated these entities into your organization

4. Identify and list all legal actions over the past three years (judgments or unresolved cases) wherein your company was a:
   a. Debtor in bankruptcy
   b. Defendant in a lawsuit for deficient execution of CMS services or other contracts
   c. Defendant in any civil or criminal action

5. For the past 3 years, list all:
   a. Engagements where your CMS services were terminated by the client
   b. Engagements where CMS contracts were concluded by your firm without completing your responsibilities
   c. Percentage of contracts run to full term

6. How many of the totals provided in response to Question #5, were acquired within the last 2 years?

7. Provide the number of staff your company employs on a full-time basis and the number of staff by function: (i.e. Software Development, Implementation)

8. Provide the number of contractors your company employs and the number by function.

9. Provide the total number of customers you currently have using the proposed contract management solution/application.

10. Provide the total number of users in your largest current implementation. How long has the contract been in effect?

11. Was your proposed solution designed/developed solely by the company(s) listed in response to Question #1, or were partners/subcontractors/external developers utilized for any aspect of the development? (excluding marketing, sales, packaging design, etc)

12. If partners/subcontractors/external developers were involved, please identify them by name, location and area(s) of expertise.

13. If partners/subcontractors/external developers were involved, how long has your company had a working relationship with these vendors and does your company still have a working relationship with these vendors?

14. Please describe your company's standard install/implementation procedure for the proposed contract management solution.

15. What is your company's mission statement and what are the corporate values that you promote?
    a. How does the mission manifest itself in the day-to-day operations of the company?
    b. Explain how the mission statement and corporate values manifest themselves in the work of your client service teams.

16. Describe your company's customer service policy and the mechanisms your company has employed to deliver customer service.

17. Please describe the types of support your company offers for the proposed contract management solution. Is this support outsourced? If so to whom?

18. What other products or services do you provide beyond those encompassed in this procurement?

19. Provide any additional corporate information you deem relevant and important for the State to know in order to adequately evaluate your company and the proposed solution - its development or function.

20. Using the form provided as Exhibit C to this RFP, provide three (3) CMS references evidencing at least one (1) full year of experience on an application of similar/like-size to the proposed application/solution, at or near the current version level, on a full roll-out basis (not a pilot). Each reference must specify which module(s) and revision/version levels are in use and provide both an IT and business contact. One form must be completed PER reference for a total of 3 forms included as part of the final proposal. In addition, as noted in Question #81, provide as a reference (is applicable) a customer that has had customizations made to the base system.

SECTION 6:
PROJECT INFORMATION
FUNCTIONALITY & TECHNICAL MERITS and METHODOLOGIES

The following questions are intended to give DPA insight into each proposer's approach to the services sought by DPA and the methods it would employ to meet DPA's needs.

Functionality & Technical Merits and Methodologies

Contract, Project, and Relationship Management

The following questions ask for proposer's to address its company's approach to contract, project, and relationship management.

21. Describe the approach you will employ for managing the relationship between your organization and DPA. Explain the steps you will employ to ensure that members of your team and DPA personnel have a shared understanding about work to be performed, targeted outcomes, and required timelines.
22. Describe from your experience the typical causes of failure in the implementation of Contract Management Systems (both from client and vendor perspective). What do you do to mitigate the risk of these factors? What does DPA need to do?
23. Explain your method of contract/project management. Describe how your proposed approach would be managed and coordinated. In addition to textual explanation, provide an organizational chart graphically portraying how you would staff this project and the chain of command. Include discussion of Quality Assurance / Quality Control (QA/QC) procedures, schedule and cost control and methods of communication and reporting.
24. Describe your risk and issue management methodology that will be employed.
25. Provide three examples of existing or past clients where their needs changed from what was originally anticipated, and how you worked together to address their new needs.
26. Provide a flow chart, Gantt chart or schedule showing high-level tasks and deliverables supported by a textual explanation.

System Maintenance and Support

27. How frequently are releases typically issued? Include the schedule of releases for the past 3 years, including version identifiers. Provide full release notes and installation documentation for the most recent release.
28. How frequently are service packs typically issued? Include the schedule of service packs for the past 3 years, including version identifiers. Provide full release notes and installation documentation for the most recent service pack.
29. Indicate how long older versions of the application are typically supported.
30. Indicate whether service packs or releases are cumulative or whether they must be applied one by one.
31. Explain how you solicit or accept input from customers to identify new functionality addressing your customer's changing business needs.

32. Indicate how many State IT staff would be recommended to support the application and environment for your system in a customer-housed model. Describe the tasks these IT staff would be required to perform.

33. List the recommended technical skill set needed by State IT staff to support the application and environment.

34. Indicate the tools you would provide to State IT and business staff to assist in supporting the application and its environment. Indicate whether there is a technical (customer) support website, FAQs, a searchable database for known problems and resolutions, downloadable white papers, user groups, or on-line training. If applicable, provide URL and guest account.

35. State the levels of support you offer. Include applicable hours and days, the process for requesting support or opening a trouble ticket. **Itemize these costs as part of your Cost Proposal as instructed in Section 7 of this RFP. DO NOT LIST COSTS IN THIS SECTION OF YOUR RESPONSE.**

36. Describe the process for contacting and speaking with a live person to resolve problems.

37. Describe the training offered to technical staff and business administrators on new releases, including how such training is delivered. For example - through on-line training, in person, via documentation, etc.

38. Provide copies of standard Maintenance/Support agreement(s) that would be used for this type of engagement post implementation.

System Functionality

Technical Architecture

39. List **all** required hardware and server software needed (i.e. database software, operating system, etc.) to implement your system in a production environment. Include server specifications, and explain whether the server(s) must be dedicated to the system or whether the servers can share resources with other applications. Do you propose the servers be physical servers or virtual servers? **Itemize hardware and server software costs as part of your Cost Proposal as instructed in Section 7 of this RFP. DO NOT LIST COSTS IN THIS SECTION OF YOUR RESPONSE.**

40. List **all** required hardware and software needed (i.e. database software, operating system, etc.) to implement your system in a test environment. Include server specifications, and explain if the server(s) must be dedicated to the system or if these servers can share resources with other applications. Do you propose the servers be physical servers or virtual servers? **Itemize hardware and server software costs as part of your Cost Proposal as instructed in Section 7 of this RFP. DO NOT LIST COSTS IN THIS SECTION OF YOUR RESPONSE.**

41. Provide two (2) technical architectural drawings, one for the production environment and one for the test environment. These drawings should include all required components necessary to implement your system in a production and test environment.

42. Estimate the size in megabytes (MB) of the database with a user base of 200 users and 10,000 contracts.

43. List all operating systems that are compatible with your system. Indicate which operating system is recommended for implementation.

44. List all databases and their related release levels that are compatible with your system. Indicate which database (including version number) is recommended for implementation.

45. List all web servers that are compatible with your system (i.e. IIS, Apache). Indicate which web server is recommended for implementation.
46. List all browsers, and their related versions, that will run your system (i.e. IE 5.0 – IE 6.0, Firefox). Indicate which browser(s) is recommended.
47. Describe any client side software requirements needed to run your web-based application. For example, does your system require any type of plug-in like an Active X control or a Java Runtime Engine (JRE)? Include the specific JRE version if applicable.
48. Indicate what applications, and related versions, are supported by your system (i.e. Word 2000, Word 2003, Excel 2000, Excel 2003, open source word processing packages, etc.).
49. List any/all client side hardware limitations that would affect the operation of your system. Will your proposed system work with a Macintosh client?
50. Describe the scalability of your system. For example, address changes to the system architecture and server specifications as a system grows from 200 to 2,000 users and from 10,000 contracts to 100,000 contracts.
51. List any special characters such as "&" or "*" that cannot be used in text fields.

Storage

52. Describe how your system stores contracts. For example, are contracts stored within the database in some sort of large memo data type field or are they stored separately with only the link to the contract stored in the database?
53. Describe how storage space on the server and/or database is managed as the number of contracts in the system increases.
54. Describe how your system handles the storage or archiving of contracts that are no longer active. Once archived/stored, how are they accessed? What system functionality limitations are there when accessing archived contracts?
55. In some cases it is advantageous to store a signed contract within the system. Describe how your system would store or associate a PDF file (or file of similar type) with a contract in your system.
56. The State would like the ability to access an editable version of existing contracts. Describe how your system could accommodate this request. Are there any limitations on storage formats?
57. The State anticipates looking at an *enterprise wide* content management system sometime in the near future. At that time, it may be advantageous to store contract documents in this enterprise system while continuing to use a contract management system to supply the application functionality. Given this, describe the general process that would be required to move image data from your proposed system to an enterprise content management system.
58. List any commercial Content Management Systems compatible with your system.

Security

The proposer selected to enter into contract with the State will be required to adhere to all State and Departmental Cyber Security Policies and abide by all confidentiality and non-disclosure agreements, security controls, measuring and reporting requirements. Four (4) areas have been identified as potential primary risks: 1) Unauthorized systems access, 2) Compromised data, 3) Loss of data integrity and 4) Inability to transmit or process data. During the term of any contract resulting from this RFP process, the State may request reports noting any exceptions from normal activity for determination of any appropriate response measures[3].

[3] The State's Cyber Policies can be found at: http://www.colorado.gov/cs/Satellite/Cyber/CISO/1167928186414

59. Describe the security measures taken to ensure your application is secure and hacker proof.
60. Describe the steps taken to ensure application level security, including the coding methodology used to prevent security breaches such as SQL injection.
61. Are your application developers certified in secure programming practices? List the number of developers that are certified and list their certifications.
62. Indicate whether your system supports HTTPS.
63. Describe how user security works within your application. Is the security role based? Are these roles pre-defined or can they be configured to fit the needs of the customer? Include screen prints as part of your response to demonstrate how roles are defined and assigned to users.
64. Describe how new users are created in the system. Include screen prints as part of your response to demonstrate this process.
65. Once a user account is requested, how is this user's access approved? How are security roles or access granted to each user? Include screen prints as part of your response to demonstrate this process.
66. This system will be expected to support multiple, independent state departments, with each department having its own contract administrator with access to the application. Given that, can user account maintenance and user security management be delegated to the contract administrator in each department, for their department's users? Explain this functionality, including screen prints as part of your response to demonstrate how this is accomplished.
67. Since the system must support multiple, independent state agencies, indicate whether it is possible to limit access to data based on an agency code or similar field. For example, can your system limit the access of users in agency AAA to view only those contracts created and managed by agency AAA? Explain this functionality and include screen prints as part of your response to demonstrate how this is accomplished.
68. Describe any audit logs available in your system. Specifically address audit logs that track login attempts - both successful and failed login attempts.
69. Describe any configurable security policies. Specifically, address whether password attributes (i.e. password complexity, expiration length) are configurable.

Importing / Exporting Data

70. Indicate whether data can be imported into your system from a file. Explain this process and include screen prints as part of your response to demonstrate how this is accomplished. Address whether this process can import multiple files and whether it can be triggered to run automatically.
71. Indicate whether data can be exported from your system. Explain this process and include screen prints as part of your response to demonstrate how this is accomplished. Address whether this can be accomplished through a graphical user interface by a standard user or whether it would be necessary for an information technology professional to perform this action.
72. What file formats are available for exports? (Ex: MDB, XLS, CSV, XML, Fixed Width, etc)

Standards

73. Does your database support the use of ODBC?
74. Does your database support the use of SQL? If the system does not support SQL, describe the tools/language needed to query the database.

Database Details

75. Are table and fields names descriptive and follow standard naming conventions? Include an actual sample table name and its field names to demonstrate the naming convention.

76. The State would like proposers to provide a database schema showing table names, field names, key fields and relationships. The information is a desirable that would act to assist the State's IT support staff in supporting the application and providing ad hoc one-time data extracts. The State is willing to agree to keep this information confidential and to use this information only in the support of the application.
    a) As a response to this Question, state whether you would be willing to submit a database schema for the demonstration phase of this RFP.
    b) As a response to this Question, state whether you would be willing to submit a database schema during implementation and provide updates as the schema changes.

77. State whether you would be willing to share and train state IT staff on your DB schema.

78. List and describe any database scripts you would supply to support the database, i.e. a script to create the database, rebuild indexes, etc.

Mandated Fields

79. By completing Exhibit E, demonstrate how your system would handle the fields listed. Identify which of the fields exist in your proposed system as: 1) "out of the box" functionality (or as a similar existing field), 2) configurable or 3) added by customization of the application.

80. What limitations does your system impose on adding customer-defined fields in the future? Is there a limit on the number of fields or the field types?

81. Respond to the following regarding customization:
    a) Have you customized your COTS application for other customers? If yes, as one of the references provided in response to Questions #20, include one of these customers.
    b) What percentage of your customer base has had some customization performed by your company?
    c) Explain your approach/methodology to adding custom code to your application, including any potential pitfalls and ways to mitigate.

82. If customization is necessary to include any of the fields listed in Exhibit E in the application:
    a) Describe the impact this will have on the implementation of future releases.
    b) **Include an estimate for this customization cost as part of your Cost Proposal as instructed in Section 7 of this RFP. DO NOT LIST COSTS IN THIS SECTION OF YOUR RESPONSE.**

Business Functionality

Searchable Website

Recent legislation (C.R.S. 24-102-205) requires the State to develop a publicly available website where citizens can search the Contract Management System database for information by querying key fields, or conducting a keyword search of documents, within the database. Exhibit F provides a sample mock-up for this public website. This mock-up is provided to assist proposers in determining whether their system has the functionality needed by the State and to assist proposers in developing a cost estimate if such functionality is not part of their base system. The mock-up is not intended to provide detailed design requirements.

83. Describe how you would implement a similar publicly available searchable website.

84. Would such website implementation be included as part of your standard system ("out-of-the-box"), or would customization be required to deliver this feature? **Include an estimate for implementation of this website as part of your Cost Proposal as instructed in Section 7 of this RFP. DO NOT LIST COSTS IN THIS SECTION OF YOUR RESPONSE.**

Contracts Creation

85. Explain how contracts are created in your system. Does your system use wizards and/or templates? Include screen prints as part of your response to demonstrate this functionality.
86. Describe how access controls work for contract creation and editing. How is access managed so someone in one agency cannot edit or delete a contract created in a different agency?
87. Once a contract is created, describe how key points of data (e.g. contract number, dollar amount) are entered and tracked throughout the system. Is this data automatically entered into data fields by the system or does the user enter it manually?
88. Describe how contract templates can be created in your system. What is the process to create or import existing State templates into your system? Provide screen prints as part of your response to demonstrate this functionality.
89. If a user does not want to use a template or wizard, how does your system handle an externally developed contract? Is it scanned into the system as a PDF? How would your system handle a contract in which part is externally developed and part is from a State template?
90. How is a unique contract identifier assigned to each contract? Is this field configurable? Can it be defined during implementation? For example: can the Contract Number be formatted as "FYAAA12345" where FY is the State's two-digit fiscal year, AAA is an agency code, and the number (12345) is uniquely generated by the system?
91. Describe how amendments to a contract are linked to the original contract.

Contracts Review and Editing

92. Once a contract is created, describe how the system will allow others to view and edit the contract. How does the contract *creator* grant others access to edit the contract?
93. Describe the tracking tools available in the proposed system to track edits to contracts during the review process.
94. Describe how previous drafts of a contract are managed. Are drafts saved or deleted once the contract is finalized?
95. What happens once a contract is final? How does the system lock out edits?

Contracts Routing and Workflow

Each State department, agency and institution of higher education, has different rules and routing sequences for their contracts. Given this fact:

96. Describe how your proposed system defines and manages the routing of a contract. Address whether the contract *creator* chooses a standard routing sequence or if they can configure a contract-specific routing sequence.
97. Describe the process of configuring standard routing sequences. Include screen prints as part of your response to demonstrate this functionality. Indicate whether routing sequences can be agency-specific.
98. Describe how the email addresses used in routing and workflows are entered into the system. Address how these email addresses are managed and kept up-to-date.
99. Describe the tracking functionality of the proposed system, including how a contract creator knows where the contract is in the routing process.

100. Indicate whether your system supports electronic signatures, and if so what is involved in implementing the electronic signature process. Can the State "turn off" this functionality should it decide not to use it?

Contract Monitoring

101. Describe your system's contract monitoring functionality. Include screen prints as part of your response to demonstrate this functionality.
102. Describe how your system manages contract renewals and contract expiration dates. Is the notification window configurable, i.e. can it be set to 12 months for one contract and set to 3 months for another contract?
103. Describe how your system manages and tracks contract specific milestones or deliverables throughout the life of the contract to verify work is being done timely and completely.
104. If deliverables or milestones are not being completed in a satisfactory manner, how does the system notify others or escalate this problem?
105. If performance monitoring is not being done (for example, milestone completion dates are not being entered into the system) how does the system notify others or escalate this problem?
106. Describe if/how your system could accommodate the escalation process in the following scenario. Use visuals and descriptive text in your response.

    There are three levels of contract monitoring. Level one are the program managers that work directly with the vendor and monitor the contract and vendor performance. Level two is a departmental contract administrator responsible for ensuring that program managers monitor contracts, track and report vendor performance. Level three is the Contract Management Office Director who is responsible for ensuring that contract monitoring and vendor performance is tracked and recorded for all contracts and all departments. If a contract is not being monitored or if the deliverables are noted to be unsatisfactory 1 - 2 times, the departmental contract administrator is notified. If a contract is not being monitored or if the deliverables are noted to be unsatisfactory 3 times then the Contract Management Office Director is notified.

Final Vendor Performance

107. Describe how your system tracks and records vendor performance at the *completion* of the contract.
108. Does your system have a survey tool for use in capturing final vendor performance? If so, describe this functionality and provide screen prints as part of your response to demonstrate this functionality.
109. Once a vendor has been notified about their final performance, they will have an opportunity to respond in writing. Describe how your system would store this information. Is this information *scanned* into the system as an attachment? Is the information stored on a file server and referenced within the system for retrieval at a later date if required?

Reports

110. Describe the system's standard reporting functionality, including a list and brief description of all standard reports. List available report output formats.
111. Describe any ad hoc reporting tool available to end users, include screen prints as part of your response to demonstrate this functionality. Is the tool accessible to users through a web-based GUI or does it require installation of stand-alone software? What output formats does it support and is user training available?

SECTION 7 – PRICING

The following Questions are intended to give DPA an understanding of what the proposed system will cost. To best assist DPA in assessing the cost-effectiveness of the proposed solution, proposers must clearly identify all costs associated with the system and implementation, including the following information. **Proposers are instructed to complete the Price Form included as Exhibit D to this RFP in addition to providing the information requested to this Section 7**.

1. In response block #1 in Exhibit D, provide a price for the COTS Contract Management System. These costs must be described and supported as a textual response to this Section 7. Include itemized implementation and training costs and all deliverables.
2. In response block #2 in Exhibit D, provide the costs for your standard maintenance/support plan offered for this product. If multiple tiers of support are offered, describe (itemize) these costs as a textual response to this Section 7.
3. In response block #3 in Exhibit D, provide the costs for software updates or technical support not covered in the Standard Maintenance and Support agreement. These costs must be described and supported as a textual response to this Section 7.
4. In response block #4 in Exhibit D, provide a cost estimate:
   - for all fields described in Questions #82 that will require customization. These costs must be described and supported as a textual response to this Section 7.
   - for implementation of a searchable public website (as responded to in Question # 84). These costs must be described and supported as a textual response to this Section 7.
5. In response block #5 in Exhibit D, provide a total for other costs (if any) associated with the services being sought under this RFP that are not covered within the other categories in this section. Provide a detailed definition of those costs, explain why they do not fall within the other cost categories, indicate whether they are one-time or recurring, and provide the total amount per year for the duration of the contract.
6. In response block #6 of Exhibit D, list any discounts or pricing options for software and/or implementation, levels of maintenance and support, and levels of user licenses. Describe any incremental pricing options (e.g. 0 to 200, 201 to 2,000, 2,001 to 10,000 etc.) and discounts as a textual response to this Section 7.
7. In response block #7 in Exhibit D, provide an estimated cost (based on MSRP) of all production – environment, Hardware and Server Software and any other required components listed in response to Question # 39. These costs must be described (itemized breakdown) and supported as a textual response to this Section 7. *This amount will not total into the final RFP "bid" amount, but must be completed and will be considered as part of the evaluation and total cost of investment.
8. In response block #8 in Exhibit D, provide an estimated cost (based on MSRP) of all test-environment Hardware and Server Software listed in response to Question # 40. These costs must be described (itemized breakdown) and supported as a textual response to this Section 7. *This amount will not total into the final RFP "bid" amount, but must be completed and will be considered as part of the evaluation and total cost of investment.
9. Define the program you would employ for billing DPA for services. Specifically indicate the frequency of billing cycles and, for fixed fee work, address whether progress billing would be employed or whether DPA would be billed upon successful work completion. Identify the level of supporting documentation that will be provided with invoice submissions

SECTION 8
CONTRACT TERMS, CONDITIONS, AND NEGOTIATIONS

→ To be answered ONLY by the Prime Vendor ←

The following questions relate to contractual terms and conditions and the contract negotiation process. Each must be specifically addressed by the Prime Vendor submitting a response proposal.

1. The State Controller and the State Attorney General require the Colorado State's Special Provisions be included verbatim into every contract executed by the State. Any exceptions taken by proposers may result in a lowered score by the evaluation team and will act to greatly impact the time necessary to execute a final contract and thereby begin work.

   Please indicate your acceptance of the State Special provisions as a response to this Question or in the event of any exceptions, identify the reason for the exception – such as potential conflicts with current Maintenance/Support agreements, and the alternative language proposed.

2. Discuss your approach to the contract negotiation processes. Specifically:
   a. Describe the measures your company employs to ensure such discussions are completed in a timely fashion after notification of award.
   b. Indicate the typical turnaround time for your company's legal staff to review draft contracts from potential clients and how you ensure that this review is completed in a timely fashion.
   c. Indicate the percentage of time your legal representative(s) will dedicate to the DPA contract negotiations.

3. Provide three examples where the measures identified in Question #2 above were employed and describe the results, including the timetable in which contract negotiations began and concluded.

4. Will the personnel authorized to bind and commit your firm for this contract travel to DPA's offices to conduct the contract negotiation process?

5. If you answered yes to Question # 4 above, identify those individuals and indicate how much notice would be needed to schedule them for contract negotiations. If this is not the entire group of individuals who will need to participate in this process, identify who will not be on-site and why.

SECTION 9
EXHIBITS SUMMARY

Exhibit A: Special Provisions

Colorado State Fiscal Rule 3-1, issued by the State Controller's Office, requires that all State contracts, except leases and interagency agreements, contain Special Provisions (see attached exhibit).These standard State of Colorado contract terms shall be included in any contract resulting from this RFP solicitation and they are not negotiable. By submitting a proposal in response to this RFP, the proposer shall be deemed to have agreed to all such terms and to their inclusion in the final contract.

Exhibit B: Model IT Contract

The Office of the Attorney General and the Office of the State Controller have approved a model Information Technology Services Contract for use by State departments. This document is illustrative of the clauses and provisions that will be included in any contract resulting from award of this RFP. The proposer is expected to review the attached Model Contract and note exceptions. Proposers agreeing by the requirements of the RFP are also agreeing to abide by the terms of the Model Contract.

Exhibit C: Corporate Reference Submittal Sheet

As part of its proposal, the vendor must complete this form for EACH of the three (3) references submitted in response to Question #20.

Exhibit D: Price/Cost Sheet

As part of its response to Questions presented in Section 7, the vendor must complete this Price Page. *Costs submitted on this form must remain valid for at least 180 days following submittal and an affirmative statement of this fact placed on the submitted form*. Information contained in the Price Page must be supported by the responses provided to the Questions in Section 7.

Exhibit E: Mandated Fields

Questions #79, #80, #81 and #82 address the State's need for certain fields. Proposers are provided this Exhibit to use in responding to Question #79. For each row (field), proposer must check only 1 of the three options (similar field in existing system OR configuration OR customization)

Exhibit F: Sample Website Design

Questions #83 and #84 address recent legislation requiring the development of a publically available website. Proposers are provided this Exhibit as assistance in responding to these questions and must address implementation processes and costs.

EXHIBIT A
SPECIAL PROVISIONS

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

1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

2. FUND AVAILABILITY. CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION. 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 and related costs, 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.

[Applicable Only to Intergovernmental Contracts] 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, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2. 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 or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

5. NON-DISCRIMINATION. Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW. The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to Intergovernmental Agreements] The State Controller may withhold payment of certain debts owed to State agencies under the State's vendor offset intercept system 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 certified by the State Controller as owing to the State as a result of final agency determination or judicial action.

8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has 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 paragraph, the State may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. **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.

10. PUBLIC CONTRACTS FOR SERVICES. **CRS §8-17.5-101**. [***Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services***] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

11. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.
Revised May 13, 2008

EXHIBIT B

Model Information Technologies Contract

Routing #

STATE OF COLORADO
DEPARTMENT OF _____ ,

by and through the
Division/Office

CONTRACT

with

_____

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1. PARTIES

This Contract is entered into by and between Insert Name of Contractor (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Insert Name of Department and Division/Office (if applicable) (hereinafter called the "Department, Division, or Office").

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 its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. 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. AUTHORITY, APPROPRIATION, APPROVAL, AND PURPOSE

Authority exists in the law under CRS §Insert applicable statutory reference and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and required approvals, clearances, and coordination have been accomplished from and with appropriate agencies. An appropriation was made to Insert very brief description of the purpose.

4. DEFINITIONS

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

A. Breach of Data Security

"Breach of Data Security" means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of information used or maintained by Contractor in conjunction with this Contract.

B. Change Control Board

"Change Control Board" means the appointed individuals selected by the State to serve on the Change Control Board for the purpose of approving change control requests initiated in accordance with **Exhibit** ,

C. Compensation

"Compensation" means the funds payable to Contractor by the State related to performance of Contractor's obligations, including, but not limited to, providing any required Products and/or Services, as described in **Exhibit A**.

D. Contract

"Contract" means this Contract for Goods and Services, its provisions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated pursuant to State Fiscal Rules and Policies.

E. Equipment

"Equipment" means the equipment set forth on **Exhibit** , attached hereto and incorporated by reference herein.

F. **Exhibits**

The following exhibits are attached hereto and incorporated by reference herein: Exhibit A (Statement of Work) -List other Exhibits, if any.

G. Fiscal Rules

"Fiscal Rules" means rules promulgated by the State Controller that regulate the financial affairs of the State, including the form, use, execution and approval of contracts, leases, interagency agreements, purchase orders, and other commitment vouchers.

H. Fiscal Year

"Fiscal Year" means the period for which funds are appropriated and money is made available for commitment and expenditure. The State's fiscal year is July 1st through June 30th.

I. Fully Functional

"Fully Functional" means no loss in functionality for consecutive days caused by problems with .

J. Goods

"Goods" means any physical item used, produced, or manufactured either separately or in conjunction with performance of Contractor's obligations hereunder.

K. Help Desk Support

"Help Desk Support" means support services (e.g., telephone, e-mail, etc., to address questions and problems) Authorized Users may have regarding operation of the system.

L. Holdback

"Holdback" means compensation held back from an Interim Payment and later paid to Contractor after acceptance of specific performance or after Final System Acceptance.

M. Intellectual Property

"Intellectual Property" means any and all know-how, inventions, patents, copyrights, models, designs, diagrams, specifications, service marks, trademarks, trade dress, trade secrets, test results, knowledge, research, techniques, discoveries, regulatory filings, data, source codes, object codes, production methods, technology, specification of materials, formulae, methods of formulation, processes or other information (in tangible or intangible form), other industrial or proprietary rights, and all present and future title, interest and rights pertaining thereto, any documentation relating thereto, and any and all applications for any of the foregoing, whether or not patented, patentable or registered as of the effective date of this Contract or at any later date.

N. Key Personnel

"Key Personnel" means those individuals identified in **Exhibit** who are essential to the satisfactory performance of Contractor's obligations hereunder.

O. Parties

"Party" means the State or Contractor and "Parties" means both the State and Contractor.

P. Products

"Products" means Software and copies thereof, licenses, user documentation, upgrade plans, support, hardware and other products, described in **Exhibit** .

Q. Project

"Project" means the project described in this Contract and Exhibit .

R. Project Manager

"Project Manager or PM" means a person, one designated by Contractor and one by the State, who has authority to make relevant day-to-day decisions in regard to the Project for their designating Party.

S. Service Level Agreement

"Service Level Agreement or SLA" means an element of performance for which an acceptable service level has been explicitly defined in **Exhibit** .

T. Services

"Services" means services performed or tangible material produced or either separately or in conjunction with the Work performed and Goods and Products provided hereunder.

U. Software

"Software" means the executable code version of software Product(s) comprising the System set forth in **Exhibit** .

V. Subcontractor

"Subcontractor" means third-party vendors of equipment, goods, products, or services, if any.

W. System

X. Work

"Work" means the tasks Contractor is required to perform in order to fulfill its obligations hereunder.

Y. Work Product

"Work Product" means the 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.

5. TERM AND EARLY TERMINATION

A. Initial Term-Work Commencement

The initial term of this Contract shall commence on the later of either the Effective Date the or the day of Select Month, 20 and terminate on the day of Select Month, 20 , unless sooner terminated as provided for below herein.

B. Unilateral Option to Extend

The State in its sole discretion and upon written notice to Contractor, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties are negotiating a replacement contract (and not merely seeking a term extension) at or near the end of any initial term or an extension thereof. The provisions of the Contract in effect when said notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during said two month extension. However, the two-month extension shall immediately terminate when and if a replacement contract becomes effective following the Colorado State Controller's approval and signature.

C. Early Termination

This Contract is subject to early termination in accordance with the provisions hereof.

6.STATEMENT OF WORK (SOW)

A. Performance

Performance of Contractor's obligations under this Contract shall begin as soon as practicable following commencement of the initial term, and shall be undertaken and performed as set forth in **Exhibit A.** Contractor shall strictly follow the sequence and manner of performance set forth in **Exhibit A** and shall comply with the descriptions of and representations (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) set forth in **Exhibit A** and elsewhere in this Contract. Contractor shall perform its obligations at .

B. Modifications to SOW

Bilateral changes within the scope of the Contract as defined in Exhibit A may be made using the Change Order process described herein in a form substantially equivalent to the Change Order form attached as **Exhibit** . Such changes may be made for the reasons set forth in **Exhibit** . Any modifications not provided for in **Exhibit** shall made in accordance with **§24.G**, below.

C. Enhancements

System enhancements supporting legislative changes to programs or meeting requirements not identified herein may be necessary during the term of this Contract. System enhancements within the general scope hereof shall follow the Change Control process set forth in **Exhibit A**. System enhancements require a written amendment executed in accordance with **§24.G**, below. Payment for system enhancements shall be conditioned on the State's acceptance thereof and upon the implementation of such system enhancement by Contractor.

D. Post-Implementation Support and Maintenance

After acceptance of the system by the State, Contractor shall perform post-implementation support and maintenance as described in **Exhibit A**.

E. Procuring Goods, Products, and Services

Contractor shall procure goods, products and services necessary to perform its obligations pursuant to the provisions of **Exhibit A** without extra charge to the State, unless specifically otherwise provided for in this Contract.

7. DATA AND DOCUMENTS

A. Delivery and Standards

Contractor shall deliver the data and documents required in **Exhibit A** by the dates specified therein. Unless otherwise specified, Software documentation delivered pursuant to this Contract shall meet the following standards:

i. Documentation shall be in writing clearly identifying the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between codes programmed in different programming languages.

ii. Documentation shall contain source code in a paper, human readable format, which describes the program logic, relationship between any internal functions, and identifies the disk files that contain the various parts of the code.

iii. Detailed "commenting" of source code may be used to partially satisfy the documentation requirements, although documentation shall also include a flow chart which identifies the program flow between files and functions. Comments may be used to document internal flow control in functions.

iv. Files containing the source code shall be delivered, or may be left on the host machine so long as the files and their location are identified, and their significance to the program described, in the documentation.

v. Documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated.

vi. Documentation shall be written so persons reasonably proficient in the use of the program language utilized can efficiently use it to understand the program structure, iterative and other control techniques, and decipher error messages if they occur..

vii. Microsoft Office applications shall be used to prepare documentation, unless prior written approval is received from the State to use other applications.

viii. Contractor shall maintain a read-only library to store all approved Project documentation.

B. Software

Delivered Software shall be sufficiently descriptive to permit the following to occur:

i. maintenance and modification thereof,

ii. changes to addresses and telephone numbers in computer generated documentation,

iii. addition of fields to the database, and

iv. revisions of report formats, including breakpoints, and summary computations.

8. COMPENSATION OF AND PAYMENTS TO CONTRACTOR

Contractor shall be compensated and paid as follows:

A. Basis and Maximum Amount

The State shall pay Contractor for its performance in accordance with **Exhibit A**. The maximum amount payable to Contractor by the State hereunder shall be $ from available funds properly encumbered. The maximum amount available during each fiscal year (FY) of this contract shall be: FY2009-$; FY2010-$, and FY2011-$. The State shall not be liable to pay or reimburse Contractor for any performance hereunder prior to the Effective Date. Satisfactory performance of Contractor's obligations hereunder is a condition precedent to the State's obligation to compensate Contractor. The maximum amount payable includes all Contractor fees, costs, and expenses, including but not limited to, labor, rent, travel expenses, overhead, parts, repairs and replacements, mileage, supplies, mailing, testing, communications, reporting, debugging, deliveries, and other operation and contract expenses.

B. Payment

i. Method and Time

Contractor shall submit invoices at such times and in the form and manner specified by the State. Contractor shall submit invoices within 60 days after the end of the period for which payment is requested, and final billings on this contract must be received by the State within 60 days after termination hereof. The State shall make payment in full with respect to each invoice acceptable to it within 45 days of receipt thereof, after which uncontested unpaid amounts shall bear interest at a rate of one percent per month. Interest shall not arise if a good faith dispute exists as to the State's obligation to pay all or a portion of an invoice. Contractor shall invoice the State separately for interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest to be paid and the applicable interest rate.

ii. Available Funds-Contingency-Remedies

The State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. Therefore, Contractor's compensation is contingent upon the continuing availability of state appropriations as provided in §2 of the Colorado Special Provisions, set forth below herein. If federal appropriations or Contracts 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 only be made 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 immediately terminate the Contract in whole or in part without further liability in accordance with the Termination for Cause subsection of the Remedies section of this Contract. All payments are subject to the general Remedies section of this Contract.

iii. Return of Funds

Any funds paid to Contractor hereunder which are not expended in connection with this Contract shall be refunded by Contractor within 15 days of termination hereof. Any funds not required to complete Contractor's obligations hereunder shall be de-obligated by the State. If Contractor receives overpayments hereunder, Contractor shall refund all excess funds to the State within 15 days of the later of (a) the receipt of such funds or (b) the determination of such overpayment. Unexpended or excess funds received by Contractor under this Contract shall not be refunded or paid to any party other than the State.

iv. Erroneous Payments-Remedies

Payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments due to omission, error, fraud, or defalcation may, at the State's sole discretion, be recovered from Contractor by deduction from subsequent payment under this Contract or other contracts between the State and Contractor, or by other appropriate methods.

9. CONTRACTOR'S EMPLOYEES AND AGENTS

A. Not State Employees

All persons hired by Contractor to perform its obligations hereunder are employees or agents of Contractor's or a subcontractor for all purposes and shall not be employees of the State for any purpose.

B. Key Staff

Contractor shall provide staff to complete its obligations under this Contract. Assignment of Key Staff identified in Exhibit shall be continuous throughout the term hereof, unless such staff are unable to perform for a legitimate reason such as illness or termination of employment, and any changes in Key Staff shall be approved by the State. Contractor shall not reassign Key Personnel to other projects without the State's prior written approval.

C. Staff Replacement

The State is granted the right to request in writing that Contractor replace any of its staff whose qualifications or performance are or reasonably could hinder successful and timely completion of Contractor's obligations hereunder. Contractor shall comply with such request within 30 days of receipt or take other corrective actions to which the State agrees.

D. Background Checks

Contractor shall perform criminal background checks on all Contractor employees and agents to ensure that they are fully qualified to perform Contractor's obligations hereunder, and if required by law or ordinance, are validly licensed and/or have obtained all requisite permits to perform such obligations.

10. REPORTING-NOTIFICATION

The timing, content and format of the following reports and analyses shall be as prescribed by the State.

A. General

Notwithstanding anything herein to the contrary, including without limitation the priority provisions set forth in §24.H, specific reporting requirements set forth in any Exhibits to this Contract shall take precedence over this general reporting provision. Contractor shall provide the State with such documentation and other information as may be requested by the State that assists the State in verifying that Contractor is performing its obligations in compliance with the provisions of this Contract, including, but not limited to the following:

i. Project Status

Project status reports shall be submitted on a monthly basis and upon termination or completion of work and shall include, without limitation, the following:

a) activities performed in the prior period;
b) milestones achieved;
c) progress relative to project plan;
d) key issues and factors impacting the support effort;
e) corrective actions, if needed; and
f) planned activities for the upcoming period.

ii. Systems Operations Reports

Monthly system operations reports will include, without limitation, the following:

a) usage by Service in the prior period;
b) changes implemented in prior period;
c) Service Level Agreement attainment in prior period, if applicable;
d) key issues surfaced through problem management reporting;
e) corrective actions, if needed;
f) planned activities for the upcoming period; and
g) resource deployment for prior, current and upcoming periods.

B. Litigation

Within 10 days after being served with any pleading in a legal action at a court or administrative agency related to this Contract, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative in accordance with §22, below.

C. Remedies

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

11. CONTRACTOR RECORDS

Contractor shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Contractor shall maintain a complete file of all records, documents, communications, notes and other written materials, electronic media files or communications, pertaining in any manner to delivery of Goods, Products, and Services hereunder. Contractor shall maintain such records for:

i. Six years after the date this Contract is completed or terminated or final payment hereunder, whichever is later, or
ii. For such further period as may be necessary to resolve any pending matters, or
iii. Until an audit has been completed and its findings have been resolved.

B. Inspection and Audit

Contractor shall permit the State, the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract and for a period of six years following termination hereof or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Contractor's performance hereunder. The Office of Management and Budget (OMB) Circular No. A-133 Audits of States, Local Governments, and Non-Profit Organizations defines audit requirements under the Single Audit Act of 19566 (Public Law 104-156). All state and local governments and non-profit organizations expending $500,000 or more from all sources (direct or from pass-through entities) are required to comply with the provisions of Circular No. A-133. The Circular also requires pass-through entities to monitor the activities of subrecipients and ensure that subrecipients meet the audit requirements. To identify its pass-through responsibilities, the State requires all subrecipients to notify the State when expected or actual expenditures of federal assistance from all sources equal or exceed $500,000.

C. Monitoring

Contractor also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by Contractor pursuant to this Contract using any reasonable procedure, including, but not limited

to: internal evaluation procedures, examination of program data, special analyses, on-site checking, and formal audit examinations.

12. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor acknowledges that it may become privy to confidential information in connection with its performance hereunder, including, but not limited to state records, personnel records, and information concerning individuals.

A. Confidentiality

It shall be Contractor's responsibility to keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of Contractor made by any third party shall be immediately forwarded to the State's principal representative for resolution.

B. Notification

Contractor shall notify its agent, employees, sub-contractors and assigns who may come into contact with confidential information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by the Contract and as approved by the State. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files, or otherwise, by Contractor or its agents, except as set forth in this Contract and approved by the State.

D. Protection

If Contractor provides physical or logical storage, processing or transmission of confidential or sensitive State data, Contractor shall provide physical and logical protection for State hardware, software, applications and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall provide the State with access, subject to Contractor's reasonable access security requirements, seven days a week, 24 hours a day, for the purpose of inspecting and monitoring access and use of State data, maintaining State systems, and evaluating physical and logical security control effectiveness.

E. Security-Notice

Contractor is responsible for the security of all information provided to it by the State. If Contractor becomes aware of a data security breach, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any. Contractor shall be responsible for the cost of notifying each Colorado resident and residents of other states whose personal information may have been compromised. Notice shall be made as soon as possible within the legitimate needs of law enforcement and according to the requirements of the State. Contractor shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present such analysis and remediation plan to the State within 10 days of notifying the State of the data security breach. The State reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce the required analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis, produce a remediation plan, and Contractor shall reimburse the State for the reasonable costs thereof.

F. Disclosure-Liability-Damages

Disclosure of State records or other confidential information for any reason may be cause for legal action against Contractor or its agents by third parties, and defense of any such action shall be Contractor's sole responsibility. Notwithstanding any other provision of this Contract, Contractor shall be liable to the State for all consequential and incidental damages arising from a data security breach.

13. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Work Product shall be the exclusive property of the State and Contractor shall deliver all such Work Product to the State upon completion, termination, or cancellation of this contract. The rights of the State in Work Product shall include, but is not limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use Work Product. 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, Work Product for the purposes of the State and the federal government. Contractor shall not use, allow, cause, or permit Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the State's prior written consent.

A. Intellectual Property-Ownership of Materials and Information

During the term of this Contract Contractor may generate ideas, invention, suggestions, copyrightable materials or other information ("Intellectual Property") as a result of its performance under this Contract.

i. Categories.

Any such Intellectual Property falling into one of the following two categories shall be treated as follows:

a) Specifically Related. Intellectual Property specifically related to the subject matter of Contractor's performance and directly related to, or incorporated into, the Work Product Contractor produces and delivers to the State. The State shall at all times have title to Intellectual Property described in this subsection that is developed solely by Contractor, or jointly by Contractor and the State. Contractor agrees to disclose and assign to the State, in a form satisfactory to the State (including all source code, object code and/or binary code), all such Intellectual Property, whether made alone or in conjunction with others, and to render such assistance as the State may reasonably require to perfect such assignments and to protect such Intellectual Property. The Parties understand and agree than any such property, if developed from federal funds, may be the property of the Federal Government, in which event, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use for the State's and for the Federal Government's purposes, any such Intellectual Property; or

b) General Applicability. Contractor shall retain title to Intellectual Property of general applicability, whether or not related to, or incorporated into, the Work Product Contractor produces and delivers to the State, including any Intellectual Property developed by Contractor prior to or outside of this Contract. To the extent such Intellectual Property is incorporated in the Work Product Contractor produces and delivers to the State, Contractor grants and the State accepts, a royalty-free, non-exclusive license to use all such Intellectual Property within the State for use by Colorado Department of for operation of the system from the "Effective Date" forward and until no longer needed by the State for such operation. Such Intellectual Property may be used by the State and its agents, providing that such agents execute a

separate no cost license agreement with the Contractor for use of such Intellectual Property for use in connection with the system by the Department of _____.

ii. List

Contractor shall provide the State written list of the Intellectual Property it has supplied and/or intends to supply hereunder that is included in foregoing subsections. Contractor shall provide such lists as follows:

i. **Term.** Quarterly during the term of hereof. The State shall, to the extent allowed by law, keep such list confidential, and

b) **Termination.** Upon termination hereof for any reason. For any such Intellectual Property, the list shall also provide specific facts proving that such Intellectual Property was developed by the Contractor prior to or outside of this Contract.

B. Software Licenses

The State shall own all licenses to third party proprietary operating and vendor software packages provided by Contractor. Title to third party proprietary operating and vendor software packages shall remain with the third party/vendor software manufacturer. The State is solely responsible for renewal of software licenses after termination of this Contract. All State data is and shall remain the property of the State or its suppliers or licensees. On or before termination hereof, all hardware and warranties in place to support development and production work necessary to fully perform Contractors obligations hereunder shall become the State's property.

C. State Use Grant to Contractor

The State grants the Contractor, to the extent authorized by law, rights to royalty-free use of Contractor's Work Product produced and delivered under this Contract, and the non-client data derived from its use by the State, for bidding and performance of other government system transfer or development projects, provided such use does not result in any additional cost to the State, compromise the performance of this or any other State project, or disclose any restricted state or personal data obtained by the Contractor in performance of this contract.

D. Source Code

Contractor acknowledges the State's need for Contractor-owned Intellectual Property incorporated into the Work Products produced by Contractor hereunder after termination of this contract. Contractor shall, at no additional cost to the State, provide the State with the necessary source code that allows the State, or its agent, to perform any required and on-going maintenance.

14. INTELLECTUAL PROPERTY ESCROW

A. Contractor's Obligation

Contractor shall deposit the Software, Work Product, Documentation, and/or other related materials with a software escrow agent for the term of this Contract. "Software" as used in this Section includes the source code accompanied by a running object code version submitted on virus-free magnetic or optical media, complied and able to be read by a computer. "Documentation" as used in this section includes all material sufficient for computer programmer of general proficiency to maintain and support the Software without further assistance from Contractor. Contractor also shall have a continuing obligation to deposit any maintenance, modifications, updates, upgrades, new releases, or documentation related to the deposited materials.

B. Escrow Agreement

Contractor shall enter into an agreement with an escrow agent, substantially in the form of **Exhibit** that instructs the escrow agent to independently verify the operation of the running object code and cause delivery of the Software, Work Product, Documentation and all

other related materials in the possession of the escrow agent to the State if any of the following events occurs:

i. Contractor agrees in writing to the delivery; or
ii. Contractor ceases to transact business and no successor reasonably acceptable to the State has agreed to assume Contractor's obligations to the State; or
iii. Contractor fails to support the Software or has otherwise defaulted under this Contract; or
iv. Contractor files for liquidation under the U.S. Bankruptcy Code, or files for reorganization under the U.S. Bankruptcy Code and does not remain as debtor in possession.

C. Grant of License

Contractor shall grant appropriate licensee rights to the escrow agent to allow the escrow agent to exercise the escrow agent's right under the escrow agreement. If the escrow agent delivers the Software, Work Product, Documentation and other related materials to the State, the State shall have the same license and rights to use such Software, Work Product, Documentation and other related materials as the State has under this contract, including the right to utilize the source code and create updates and derivative work consistent with the purpose hereof.

D. Costs and Fees

All costs and fees incurred under this section, including, but not limited to those related to the escrow agreement and escrow agent, shall be Contractor's sole responsibility.

15. CONFLICT OF INTEREST

A. Definition and Appearance

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. 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 appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. Contractor shall comply with the provisions of CRS §§18-8-308 and 24-18-101-109.

B. Specific Prohibitions

Contractor's and sub-Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor, potential contractors, or parties to sub-agreements. Contractor's employees, officers, and agents or any permitted sub-Contractor shall not participate in the selection, award, or administration of this Contract or sub-contract if a conflict of interest or the appearance thereof would occur. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

i. an employee, officer or agent;
ii. any member of the employee's immediate family;
iii. an employee's partner; or
iv. an organization, which employs, or is about to employ, any of the aforementioned.

C. Determination by State-Default

If Contractor is uncertain whether the appearance of a conflict of interest exists, 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 apparent conflict shall be considered a material default of this Contract.

D. Code of Performance

Contractor and sub-contractors, if any, shall maintain a written code of standards governing the performance of their respective employees, agents, and contractors engaged in the award and

administration of this Contract. Contractor shall provide a copy of such code to the State within 10 days of the State's written request therefore.

16. WARRANTIES

The warranties set forth in this section and such other warranties as may be set forth in this Contract are a part of the minimum work requirements of this Contract and all remediation or other actions required by such warranties shall be performed or delivered without additional cost to the State.

A. Goods, Products, and Services

During the term of this Contract and for a period of three years following the State's final acceptance under this Contract, Contractor, warrants, the following:

i. Specifications

All Goods, Products, and Services provided shall meet the specifications set forth in this Contract and be acceptable to the State.

ii. Suits, Claims, and Actions

There are not nor will there be any pending or threatened suits, claims, or actions of any type with respect to the Goods, Products, and Services provided.

iii. Liens and Encumbrances

All Goods, Products, and Services provided are and shall remain free and clear of any liens, encumbrances, or claims arising by or through Contractor or any party related to Contractor.

B. Contractor's Performance

Contractor warrants that it will perform all its obligations and provide all Goods, Products, and Services required under this Contract in accordance with the highest standard of care, skill and diligence. Contractor further warrants the following:

i. Time of the Essence

Time is of the essence in performance of this Contract. Contractor's failure to complete its obligations as specified in this Contract shall be grounds for the State to assess late fees or liquidated damages and/or terminate this Contract for default, subject to extensions of performance time to which the State, in its sole discretion, may agree.

ii. Legal Compliance

Contractor's performance shall conform to and violate any applicable law, rule or regulation, and Contractor shall obtain all permits and licenses required to comply with such laws and regulations.

iii. Infringement-Rights

Contractor's performance 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 and has the right to grant to the State access to or use of such Software, hardware, methods, methodologies and Intellectual Property.

iv. Specifications-Compatibility-Quality

All Goods, Products, Services, and Work Product Contractor provides shall meet the specifications set forth in Exhibit A and shall interface, integrate and be functionally compatible with and perform on any and all of the State's hardware and software configurations as provided in such specifications. In addition, all Goods, Products, Services, and Work Product and ancillary consumables, equipment, materials, and supplies Contractor provides or uses in performance of its obligations hereunder shall:

a) conform to the highest applicable industry standards,
b) be new and in good working order, free from defects in materials or workmanship,

c) be installed properly and in accordance with manufacturers' recommendations or other industry standards, and
d) function properly without failure. Contractor shall, for a period of three years after delivery to and acceptance by the State, promptly repair or replace, at the option of the State, any Goods, Products, Services, or Work Product that fail to satisfy this warranty.

v. Software and Hardware

All Software and hardware delivered hereunder and any update or revision to them shall be free from defects and shall meet all specifications set forth in this Contract. Such Software and Hardware shall perform the functions as described in this Contract, for a period of three years after delivery to and acceptance by the State. Contractor shall correct any and all defects and make any additions, modifications, updates, or adjustments to such Software or Hardware as may be necessary to keep them in operating order at all times during the applicable warranty period.

vi. Third-Party Warranties

Contractor shall assign and deliver to the State all written manufacturer's and other third-party warranties relating to the Goods, Products, Services, Work Product, Software, hardware, and ancillary consumables, equipment, materials, and supplies Contractor provides or uses in performance of its obligations hereunder.

C. Compliance with Law and Policies

Contractor warrants that it will require compliance with the provisions of this section by all of Contractor's agents and subcontractors performing Contractor's obligations under this Contract.

i. General

Contractor warrants that it will at all times strictly adhere to, and comply with, all applicable Federal and Colorado State laws, and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this contract.

ii. Information Technology Specific

Contractor warrants that it will at all times comply with all State Cyber Security Policies and all confidentiality and non-disclosure agreements, security controls, and reporting requirements. Software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States of America ("USA") or other country. Contractor shall comply with all export and re-export laws and regulations, including, without limitation,

a) local license or permit requirements,
b) export, import and customs laws and regulations (such as the export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the USA or any other country) which may apply to certain equipment, Software and technical data provided hereunder, and
c) all applicable foreign corrupt practices acts

D. Inspection and Acceptance

i. Right of Inspection

The State shall have the right to inspect all Deliverables and all Goods, Products, Services, Work Product, Software, hardware, and ancillary consumables, equipment, materials, and supplies Contractor provides or uses in the performance of its obligations hereunder, at all

reasonable times and places, to verify that they conform to the requirements of this Contract before accepting them.

ii. Acceptance Testing

Inspection shall occur at a site specified by the State using acceptance test procedures and test data prepared in accordance with Exhibit A. The State may perform the acceptance test, may witness the acceptance test, and may perform or witness the acceptance testing following problem determination, problem analysis, and service request procedures provided by Contractor.

iii. Notice

The State shall provide written notice to Contractor, in accordance with §22 below, of acceptance or rejection of Deliverables within days of the delivery of such Deliverable or completion of acceptant testing.

E. Remedies

The remedies set forth in this section shall not limit the remedies available to the State elsewhere in this Contract or that are otherwise available in equity or at law, all of which may be exercised by the State, at its option, cumulatively or separately. Any reduction, delay or denial of payment hereunder shall not constitute a breach of contract or default by the State.

i. Cure

If any Deliverable does not conform to Contract requirements, or if the Contractor breaches any of its warranties, the State may require Contractor to promptly cure the nonconformance or breach in conformance with Contract requirements, without additional cost to the State. Such cure shall occur within days of Contractor receiving notice from the State of such nonconformance or breach.

ii. Failure to Cure

If defects in a Deliverable or a breach of warranty cannot be, or are not, cured by Contractor within the specified period, the State, may require Contractor to:

a) Take necessary action to ensure that future performance conforms to the provisions hereof;
b) Equitably reduce the payment due to Contractor to reflect the reduced value of the Deliverable;
c) Invoke the liquidated damages clause of this Contract; and/or
d) Delay the work plan schedule without incurring additional costs.

17. INDEMNIFICATION-INTELLECTUAL PROPERTY

A. Indemnity

Contractor shall indemnify, hold harmless and defend, at Contractor's sole expense, the State, its employees and agents, against any and all loss, cost, expense or liability, including but not limited to attorney's fees, court costs and other legal expenses and damages arising out of a claim that a Good, Product, Service, Software, or Work Product provided by Contractor hereunder, or its use, infringes a patent, copyright, trademark, trade secret or other intellectual property right. Contractor's obligation shall not extend to any Good, Product, Service, Software, or Work Product provided by Contractor hereunder or system or method, unless the Good, Product, Service, Software, or Work Product provided by Contractor hereunder or system or method is:

i. Provided by Contractor or Contractor's subsidiaries or affiliates;
ii. Specified by the Contractor for work with the Good, Product, Service, Software, or Work Product provided by Contractor hereunder;

iii. Reasonably required to use the Product 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
iv. Reasonably expected to be used in combination with such other product, system or method.

B. Notice-Defense

The State shall notify Contractor within a reasonable time after receiving notice of a claim of infringement and Contractor shall have sole authority to defend or settle such claim if such settlement is limited to money damages. The State shall furnish, at Contractor's reasonable request and expense, information and assistance necessary for the defense of such claim. Contractor shall consult the State regarding the defense of such claim and the State, at its discretion and expense, may participate in such defense. Should the State choose not to participate, Contractor shall keep the State advised of any settlement or defense. If Contractor fails to vigorously and timely pursue the defense or settlement of such claim, the State may assume such defense and settlement and Contractor shall be liable for all costs and expenses incurred by the State with respect thereto.

C. Remedy

If an infringement action arises, the State shall have the right to require Contractor to take one of the following actions at Contractor's sole expense:

i. Obtain the right for the State to continue using the Good, Product, Service, Software, or Work Product provided by Contractor hereunder,
ii. Replace the Good, Product, Service, Software, or Work Product provided by Contractor hereunder with a non-infringing Good, Product, Service, Software, or Work Product provided by Contractor hereunder of equivalent functionality,
iii. Modify the Good, Product, Service, Software, or Work Product provided by Contractor hereunder so that it retains equivalent functionality, but is non-infringing, or
iv. Reimburse the State for the removal and replacement of the Good, Product, Service, Software, or Work Product provided by Contractor hereunder.

18. REPRESENTATIONS

The following are material representation of fact upon which reliance was placed when the State entered into this contract and if Contractor negligently or knowingly misrepresents any such facts, the State may terminate this contract for default in addition to other available remedies.

A. Licenses, Permits, Etc.

Contractor represents that as of the Effective Date it has, and that all times during the term hereof it will have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform the Services and/or deliver the Goods specified herein. Additionally, Contractor shall ensure that its employees, agents, and subcontractors hold any licenses or certification required to perform their duties. Contractor, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do 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 this Contract, shall be deemed to be a default by Contractor and grounds for termination under **§21B**, below.

B. Legal Authority

Contractor represents that it possesses 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, and to lawfully authorize its undersigned signatory to execute this Contract and to bind

Contractor to its terms. The person signing and executing this Contract on behalf of Contractor hereby represents, warrants, and guarantees that they have full authorization to do so.

C. Debarment and Suspension

If this is a covered transaction or the contract amount exceeds $100,000, Contractor represents and certifies to the best of its knowledge and belief that it and its principals and subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency. Contractor shall provide immediate written notice to the State if it has been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency. The terms "covered transaction", "debarment", "suspension", "ineligible", "lower tier covered transaction", "principal", and "voluntarily excluded" as used in this provision have the meanings set out in 45 CFR Part 76. Contractor shall include this certification in all lower tier covered transactions and subcontracts exceeding $100.000.

D. Tax Exempt Status

The State represents that it is not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local governmental authority, nor for any Contractor franchise or income related tax. Taxes of any kind shall not be charged to the State. The State's FEIN # is 84-0644739 and its tax exempt # is 98-02565.

19. INSURANCE

Contractor shall obtain and maintain insurance as specified below herein at all times prior to the termination or expiration of this Contract, to wit:

A. Worker's Compensation

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

B. 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 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 one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

C. Automobile Liability

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

D. Additional Insured

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

E. Primacy

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

F. Cancellation

The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

F. Subrogation Waiver

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

G. Satisfactory Insurers

All insurance policies and coverage's required hereunder shall be issued by reputable insurance companies satisfactory to the State.

H. Certificates

Contractor shall provide certificates evidencing insurance coverage required hereunder to the State within seven business days of the Effective Date or before commencement of Contractor's performance hereunder, whichever occurs first. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term hereof, the State may request in writing, and the Contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

I. Public Entity

Notwithstanding subsection A, above, if Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §CRS 24-10-101, et seq., as amended ("Act"), Contractor may at all times during the term of this Contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, Contractor shall show proof of such insurance satisfactory to the State.

20. DEFAULT-BREACH

A. Defined

In addition to any breaches or defaults specified in other sections of this Contract, including, but not limited to the Colorado Special Provisions, the failure of either Party to perform any of its obligations hereunder entirely, partially, or in satisfactory manner, including, but not limited to, performing them in a timely manner, constitutes a default or breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar legislation, by or against the Contractor, or the appointment of a receiver or similar officer for the Contractor or any of its property, and such proceedings or appointments are not vacated or fully stayed within 20 days after the institution or occurrence thereof; shall also constitute a default.

B. Notice and Cure Period

In the event of a default or breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§22**, below. If such default or breach is not cured within 30 days of receipt of written notice or cure of the default or breach has not begun within said period or has not been pursued with due diligence, the aggrieved Party may terminate this Contract by providing written notice thereof, given in the manner provided for in **§22**, below, effective 15 days from the date such notice of termination was received.

21. REMEDIES

If Contractor is in default under any provision of this Contract including, but not limited to the Special Provisions, the State shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Contract and as available at law or in equity. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Liquidated Damages

If Contractor is given notice of delay or non-performance and fails to cure such non-performance or delay in the time specified, in addition to any other damages that are applicable hereunder or at law or in equity, Contractor, at the option of the State, shall be liable for liquidated damages in as set forth in **Exhibit** and/or in the amount of $ per calendar day from date set for cure until either the State reasonably obtains similar performance, if the Contractor is terminated for default, or until Contractor provides performance, if Contractor is not terminated for default. If Contractor's delay or non-performance is excused by **§21C** below, liquidated damages shall not be due to the State. The Parties agree that the damages from breach of this contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive or in any way limit remedies available to the State at law or equity for any default or breach by Contractor. The State may require Contractor to make direct payment of such liquidated damages.

B. Termination for Cause and/or Default

If Contractor fails to perform any of its obligations hereunder with such diligence as is required to ensure their completion in a timely manner and such non-performance continues following notice, the State may notify Contractor in writing of such non-performance which specifies a cure period. If Contractor thereafter fails to promptly cure such non-performance within such time, the State, may, at its option, terminate this entire Contract or such part of this Contract as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Method and Content

The State shall give written notice of termination to Contractor in accordance with §22, below, specifying the effective date of termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

To the extent specified in the termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall also terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within the Contract terms. In 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 Contractor in which the State has an interest. In 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. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and

reports or other materials prepared by Contractor under this Contract shall, at the option of the State, be delivered by Contractor to the State and shall become the State's property.

iii. Payments

The State shall only reimburse Contractor for accepted Services and Goods received up to the date of termination. If, after termination, it is determined that Contractor was not in default, or that Contractor's action/inaction was excusable, such termination shall be treated as a termination for convenience and the rights and obligations of the Parties shall be the same as if this Contract had been terminated for convenience, as described above.

iv. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor also shall remain liable to the State for any damages sustained by the State by virtue of any default under this section 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. Further, the State may withhold amounts due to Contractor as the State deems necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the State in procuring replacement Services or substitute Goods from third parties as cover.

C. Early Termination for 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 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 be deemed 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 default by Contractor, which shall be governed by the Termination for Cause and/or Default subsection of this Remedies section.

i. Method and Content.

The State shall give written notice of termination to Contractor in accordance with the notice provisions of §20, above, and §22, below, specifying the effective date of termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights.

To the extent specified in the termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall also terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Services and Goods not terminated by the termination notice and may incur obligations as are necessary to do so within the Contract terms. In 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 Contractor in which the State has an interest. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Contractor under this Contract or materials owned by the State in the possession of Contractor shall, at the option of the State, be delivered by Contractor to the State and shall become the State's property. Contractor shall complete and deliver to the State all Services and Goods not terminated by the termination notice and may incur obligations as are necessary to do so within the Contract terms.

iii. Payments.

If this Contract is terminated by the State for convenience, Contractor shall be paid an amount which bears the same ratio to the total compensation as the Services satisfactorily performed or the Goods satisfactorily delivered or installed bear to the total Services and Goods covered by this Contract, less payments previously made. Additionally, if the Contract is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) it incurred that are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that reimbursement shall not exceed the maximum amount payable to Contractor.

D. Remedies Not Involving Termination

The State, in its sole discretion, may exercise the following remedies in addition to its other remedies:

i. Suspend Performance

Suspend Contractor's performance pending necessary corrective action as specified by the State without the entitling Contractor to adjustment in price/cost or schedule; and/or

ii. Withhold Payment

Withhold payment to the Contractor until corrections in services are satisfactorily completed and /or acceptable goods are provided; and/or

iii. Deny Payment

Deny payment for those services not performed and/or not provided and which due to circumstances caused by the Contractor cannot be performed, or if performed, would not be of value to the State; provided any denial of payment must be reasonably related to the value of work or performance lost to the State; and/or

iv. Removal

Demand removal 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 not in the State's best interest; and/or

v. Deduction for Unsatisfactory Performance

Contractor's failure to satisfactorily perform all or part of its obligations under Exhibit A in a timely manner shall give the State the right to perform such obligations itself or via third-party contractor, and deduct payment for such performance from compensation due to Contractor hereunder.

22. NOTICE AND REPRESENTATIVES

A. Notice

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 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.

B. Representatives

The individuals listed below are the principal representatives of the respective Parties. With respect to the State's representative(s), they have authority to inspect and reject goods and services, approve invoices for payment, and act otherwise for the State, except with respect to the execution of modifications to or termination of this Contract. For the purposes of this Contract, the official representative(s) and addresses of the Parties are:

State:

,

i. Contractor:

,

23. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein constitutes 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., as amended. 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 Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

24 MISCELLANEOUS

A. Assignment

Except as otherwise specifically provided in **Exhibit A**, 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, subcontracting without such consent shall be void. All subcontracts/subcontractors approved by Contractor or the State shall be subject to the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Contractor shall be solely responsible for all subcontracting arrangements, directions, and performance, including, but not limited to, delivery of Goods and performance of Services. Contractor shall require and ensure that each subcontractor assents in writing to all of the provisions hereof, including indemnifying the State as required under the Colorado Special Provisions, below herein.

B. Binding Effect

Unless otherwise provided herein, all provisions herein contained, including the benefits and burdens, shall extend to, and be binding upon, the Parties' respective heirs, legal representatives, successors, 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 limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one 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 addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Jurisdiction and Venue

All suits, actions, or proceedings related to this Contract shall be held in the State of Colorado and the Parties herby agree that venue shall be proper in the City and County of Denver.

G. Modification

i. By the Parties

Except as specifically provided herein, modifications of this Contract shall not be effective unless agreed to in by both Parties in a written amendment to this Contract, properly executed and approved in accordance with Colorado State Law and Colorado State Controller Fiscal Rules and Policies.

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 automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

H. Order of Precedence

The provisions of this Contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions;
ii. Remaining pages of the Contract;
iii. Exhibit A,
iv. Exhibit B,
v. Exhibit C,
vi. Exhibit D,
vii. Exhibit E,
viii. Exhibit F,
ix. Exhibit G.

I. 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.

J. 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.

K. Third Party Beneficiaries

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. 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.

L. Waiver

Waiver of any breach of 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.

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25. COLORADO SPECIAL PROVISIONS

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

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

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

B.2. FUND AVAILABILITY. CRS §24-30-202(5.5).

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

C.3. INDEMNIFICATION.

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 and related costs, 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.

[Applicable Only to Intergovernmental Contracts] 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, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

D.4. INDEPENDENT CONTRACTOR. 4 CCR 801-2.

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 or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

E.5. NON-DISCRIMINATION.

Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

F.6. CHOICE OF LAW.

The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

G.7. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [

Not Applicable to Intergovernmental Agreements]. The State Controller may withhold payment of certain debts owed to State agencies under the State's vendor offset intercept system 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 certified by the State Controller as owing to the State as a result of final agency determination or judicial action.

H.8. SOFTWARE PIRACY PROHIBITION.

Governor's Executive Order D 002 00. No State or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has 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 paragraph, the State may exercise any remedy available at law or 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.9. EMPLOYEE FINANCIAL 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.

J.10. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

K.11. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Revised May 13, 2008

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26. SIGNATURE PAGE

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.**

CONTRACTOR: **Legal Name of Contractor** By: Name of Authorized Individual Title: Official Title of Authorized Individual _____ *Signature Date: _____	***STATE OF COLORADO*** ***Bill Ritter, Jr. GOVERNOR*** Name of Agency or IHE Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____
OFFICE OF INFORMATION TECHNOLOGY Michael Locatis, CIO By: _____ Signature - Authorized OIT Representative Date: _____	**LEGAL REVIEW** John W. Suthers, Attorney General By: _____ Signature - Assistant Attorney General Date: _____

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
David J. McDermott, CPA

By:_____

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

Date:_____

EXHIBIT C

Corporate Reference Submittal Sheet

(All vendors must complete **one (1)** of these sheets for EACH of the **three (3)** references and submit as Appendix to proposal)

1. Reference Company Name and address

Reference Company Legal Name: _____

Reference Company Corporate Address: _____

_____

2. IT Reference Contact name, title, phone number and e-mail

Reference Contact Name and Title: _____

Reference Contact Phone Number _____

Reference Contact E-Mail _____

3. BUSINESS/USER Reference Contact name, title, phone number and e-mail

Reference Contact Name and Title: _____

Reference Contact Phone Number _____

Reference Contact E-Mail _____

4. Have you or has anyone in your company notified the listed reference, that they have been submitted as a reference and the State of Colorado may be contacting them? ☐ **Yes** ☐ **No**

5. Date of Solution Implementation: _____

6. List of upgrades and/or additional modules implemented after initial solution installation (if applicable)

Brief Module Description: 1. _____
2. _____
3. _____
4. _____
5. _____

7. **Name of the Product and Version Implemented:**

_____

8. **Type of support / maintenance (please also document what was initially implemented vs. what is used presently if there is a difference)**

Support / Maintenance Description:

9. **Type of systems / platforms utilized by that customer (include basic environment specifications, i.e. # of servers, database platform, etc):**

System / Platform Description:

10. **Summary explanation of what the company uses the system for:**

Systems Overall Function / Benefit to listed reference:

11. **Any other additional relative information that the State may like to know about the reference or system:**

Additional Information:

EXHIBIT D

Price / Cost Sheet

This Price Sheet represents the DPA's official request for price quotation and MUST be completed by the proposer. **Additional price information may be provided on separate forms**, but in any case of conflict, this Price Sheet shall govern, unless mutually agreed to by both parties. Any additional forms to be attached to the Price Sheet shall be clearly identified.

	DESCRIPTION	Initial 1st-Year Costs	2nd-Year / Ongoing Costs
1.	**CONTRACT MANAGEMENT SYSTEM:**		
	Application Software Cost:	$_____	$_____
	Implementation Costs:	$_____	**$**_____
	Training Costs:	$_____	$_____
	User License Fee: $_____ X 200	$_____	$_____
2.	**STANDARD MAINTENANCE & SUPPORT COSTS**	$_____	$_____
3.	**ANNUAL COST, IF ANY, OF SOFTWARE UPDATES OR TECHNICAL SUPPORT**	$_____	$_____
4.	**CUSTOMIZATIONS:**		
	Public Website:	$_____	$_____
	Mandated Fields (Exhibit E):		
5.	**OTHER COSTS (if any):**	$_____	**$**_____
	TOTAL SYSTEM ACQUISITION & IMPLEMENTATION PRICE →Total of Sections 1 – 5←	**$**_____	**$**_____
6.	**DISCOUNTS (if any):** List volume pricing discounts as the final number of users increase.	$_____	**$**_____
	FINAL PROPOSED COST: → Total of Sections 1 – 6 ←	$_____	$_____
7.	**PRODUCTION ENVIRONMENT♦**		
	Hardware Cost:	$_____	$_____
	Server Software Cost:	$_____	$_____
	Other Costs (List on separate sheet and insert total here)	$_____	$_____
	TOTAL PRODUCTION ENVIRONMENT COSTS:	$_____	$_____
8.	**TEST ENVIRONMENT♦**		
	Hardware Cost:	$_____	$_____
	Server Software Cost:	$_____	$_____
	Other Costs (List on separate sheet and insert total here)	$_____	$_____
	TOTAL TEST ENVIRONMENT COSTS:	$_____	$_____

ATTACH AN ITEMIZED LIST, SHOWING DESCRIPTION AND PRICES OF ALL ITEMS QUOTED ABOVE AND INITIAL BELOW AFFIRMING VALIDITY OF PRICES.

Prices quoted are good for 180 days after submission of this proposal: _____.

♦ At this time, Hardware and Server Software (OS, Database License) are not anticipated to be purchased from the proposing vendor. As such, the costs requested as part of this RFP will instead assist the State in estimating the total cost of system acquisition and implementation. **This amount will not total into the final RFP "bid" amount, but must be completed using MSRPs and will be considered as part of the evaluation and total cost of investment.**

EXHIBIT E - Mandated Fields

For each row (field), proposer must check only 1 of the three options (similar field in existing system OR configuration OR customization). Any cost associated with configuration or customization must be included as part of price responses.

Field Description	Existing or similar field in base system	Configuration (no custom code)	Requires Customization
Agency			
Vendor			
Number of positions added to state payroll			
Duration of positions added to state payroll			
Contract title			
Contract purpose			
Contract type			
Effective date			
Expiration date			
Periods of performance			
Renewal terms			
Vendor selection method			
Vendor selection method certification (checkbox, yes/no)			
Total contract value			
Total contract expenditures paid			
Performance period			
Vendor performance relating to Quality			
Vendor performance relating to Cost			
Vendor performance relating to Deadlines			
Vendor performance relating to Safety (construction contracts)			
Final vendor performance rating			
State vendor performance comments			
Vendor performance rating comments			
Anticipated work to be performed outside of CO (yes/no)			
Anticipated work to be performed outside of US (yes/no)			
Actual % of work performed outside of CO (within US)			
Actual % of work performed outside of US			
Vendor justification for work performed outside of CO and/or US			
Number of employment positions filled that previously were performed by classified State employees			
Number of positions eliminated			
Cost savings resulting from contract			
Quality improvements resulting from contract			
Personnel Services category type			
Personnel Services expenditures			
Written determination that specifies the basis for emergency condition and basis for sole source contract			
Vendor evaluation criteria			
Sole Source Justification			
Steps taken to determine if a vendor is only available source			
Certification that the proposed performance measures and standards, data sources, and data collection provide a valid basis for assessing the vendor's performance. (could be a check box with a name and date field)			
Annual certification the vendor is complying with the terms of the contract. (could be a check box with a name and date field)			

EXHIBIT F
Website – Sample Design

Sample Search Screen

C:\Contracts_Search_1.htm - Microsoft Internet Explorer

File Edit View Favorites Tools Help

State of Colorado
Contracts Management System
Public Website Search Screen

Agency	Personnel & Administration	# State Positions Created by This Contract	No preference
Vendor	ABC Construction	Vendor Selection Method	RFP
Contract Type	Construction	What % of Work Was Performed Outside of CO	20%
Contract Title	I-25 Bridge Replacement	What % of Work Was Performed Outside of the US	5%
Amount of Contract	From 0 To 500000	Vendor Performance Rating	Satisfactory
Effective Dates	From 7/1/2008 To 7/1/2008		
	Or Within ____ Days		

Run Report

Sample Report Returned by Search

Contracts Management System Report - Microsoft Internet Explorer

File Edit View Favorites Tools Help

State of Colorado
Contracts Management System
Contracts Report

Click on ▲▼ symbol above a column to sort report on that column.

Click on View to display a summary of the contract.

Agency	Vendor	Contract Type	Contract Title	Contract Amount	Effective Date	# Positions Created	Vendor Selection Method	% Work Performed Outside of CO	% Work Performed Outside of US	Vendor Performance Rating	View Summary
											View
											View
											View

EXHIBIT F . . . cont.

Sample Contract Summary

C:\Contracts_Search_3.htm - Microsoft Internet Explorer

File Edit View Favorites Tools Help

State of Colorado
Contracts Management System
Contract Summary

Click on the Contract Number to view the entire contract.

Contract Number	08TAA000001
Contract Title	I25 Bridge Replacement
Contract Purpose	To replace faulty bridge near the intersection of Colorado and I-25
Contract Type	Construction
Agency	Department of Transportation
Vendor	ABC Construction, Inc.
Effective Date	8/1/2009
Optional Renewal Years	3
Performance Period	8/1/2008 - 2/28-2009
Vendor Selection Method	RFP
Amount of Contract	$125,000
% of Work Performed Outside of CO	0%
% of Work Performed Outside of US	0%
# of State Positions Created by This Contract	0 Duration: Permanent

Vendor Performance

Evaluation Rating

State Evaluation Comments

Vendor Comments

EXHIBIT F . . . cont.

Sample Contract – First Page

C:\Documents and Settings\crawforr.DPA\Local Settings\Temp\Word\Page1_Contract1....

File Edit View Favorites Tools Help

Contract Routing No. 08 HAA 00060

STATEWIDE TRANSPORTATION DISPARITY STUDY

THIS CONTRACT is made this _____ day of October, 2007 by and between the State of Colorado for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "the State" or "CDOT", and [redacted], a Florida corporation, located at 309-1 Ponce Boulevard, in Jacksonville, Florida 32218, hereinafter referred to as "the Consultant" or "the Vendor." FEIN: [redacted]

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment.
Total Contract encumbrance amount: **SEVEN HUNDRED THOUSAND DOLLARS ($700,000.00)**; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the Colorado Department of Transportation's Division of Human Resources and Administration / Center for Equal Opportunity requires the assistance of an interested and qualified individual and/or firm in the conducting of a Statewide Disparity Study within the legal framework established by 49 CFR Part 26 and court rulings, towards determining if a disparity exists between the availability of capable minority/women-owned or disadvantaged firms and transportation industry contracts awarded to those firms and, as more specifically described in Exhibit A (Scope of Work), hereinafter referred to as "the Work"; and

WHEREAS, by its Request For Proposal No. HAA 10-07/BL (hereinafter referred to as the "RFP"), the State sought submittals from individuals and firms qualified to perform the work from which to select the proposal most advantageous to the State, pursuant to the terms of 24-103-202a-11, C.R.S. as amended; and

WHEREAS, the selection of the Consultant by the State was made in the best interest of the State as the soliciting and primary agency, based upon meeting the specifications of the RFP, being the most responsible offeror, and according to the criteria set forth in the RFP; and

WHEREAS, the State and the Consultant desire to enter into this Contract; and

WHEREAS, it has been determined that no State agency can reasonably provide "in house" the services required of the Consultant; and

WHEREAS, the State deems it to be in the public interest to engage the Consultant to perform the aforementioned services; and

WHEREAS, this Contract is entered into pursuant to the provisions of §§24-103-202a-11 and 43-1-106, C.R.S., as amended.