

STATE OF COLORADO

GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY

OIT Enterprise Agreement

Contract Workforce Manager for IT Professional
Services

RFP-001-JG-13

Governor's Office of Information Technology

Procurement Office

601 E 18th Ave., Suite 150

Denver, CO 80203

OITpurchasing@state.co.us

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REQUEST FOR PROPOSALS SIGNATURE PAGE

RFP INFORMATION	
RFP #: RFP-001-JG-13	TITLE: Contract Workforce Manager for IT Professional Services

SUBMIT INQUIRIES & SEALED PROPOSALS TO:	
Governor's Office of Information Technology (OIT) Procurement Office 601 E 18 th Ave., Suite 150 Denver, CO 80203	
Judy Giovanni	OITpurchasing@state.co.us
303-764-7931	
Submit one (1) Original, one (1) Electronic copy, one (1) Electronic (redacted) copy and	[6] Hard Copies.

OFFERORS CONTACT INFORMATION	
Company Name:	CONTACT:
STREET Address:	PHONE:
City/STATE/Zip:	E-MAIL:
*FEIN:	

*BIDS REGISTRATION CURRENT? YES or NO

(Vendor must be registered for Colorado BIDS at the time of bid opening.)

OFFEROR'S AUTHORIZED SIGNATURE	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	TITLE:

IMPORTANT: The following information must be on the OUTSIDE of the sealed RFP response RFP Number and RFP Submission Deadline RETURN THIS PAGE WITH YOUR RESPONSE

Schedule of Activities

ACTIVITY	DATE/TIME (MTN STD TIME)
RFP Notice Published on BIDS	As posted on BIDS (www.gssa.state.co.us/vensols)
Prospective Offerors Written Inquiry Deadline (No questions accepted after this date/time; e-mail preferred)	October 12, 2012 5:00 pm MT
Responses to Written Inquiries Published on BIDS ¹	Within a week of deadline above
Pre-Proposal Conference	As posted on BIDS as applicable (www.gssa.state.co.us/vensols)
Proposal Submission Deadline	As posted on BIDS as applicable (www.gssa.state.co.us/vensols)
Oral Presentations/Site Visits/Best and Final Offers ^{1,2}	Optional and to be determined
Notice of Award Published on BIDS ¹	To be Determined
Awarded Offeror Returns Signed Contract By ¹	Within 3 weeks of Award Published on BIDS
Initial Contract Period ¹	Upon award and signature thru 5 years* of contract

*The resulting contract will be a one year with options to renew for 4 (four) additional years, at the sole discretion of the State. The initial contract(s) will be effective upon approval by the State Controller or designee.

¹ Estimated ² To be held at the discretion of the State, as applicable

Section 1 - Administrative Information

1.1 Issuing Office

This Request for Proposals (RFP) is issued by the State of Colorado, Governor's Office of Information Technology (OIT), Procurement Office, for the benefit of the State of Colorado (State). The OIT Procurement Office and Purchasing Agent listed on the Request for Proposals Signature Page is the sole point of contact concerning this RFP. All communication must be done through the OIT Procurement Office.

1.2 Bid Information and Distribution System (BIDS) and BIDS Registration

This solicitation is published using the Colorado Bid Information and Distribution System (BIDS). Offerors must be registered on BIDS in order to download solicitation documents and information and to be considered responsive at the time of proposal submission. BIDS and its registration information may be accessed through the State Purchasing Office website at <http://www.gssa.state.co.us/VenSols>.

1.3 Modification or Addendum to Request for Proposals

In the event it becomes necessary to revise any part of this RFP, a modification/addendum will be published on the BIDS web page at www.gssa.state.co.us/VenSols. It is incumbent upon Offerors to carefully and regularly monitor BIDS for any such postings.

1.4 Invitation To Submit Proposals

OIT is posting this RFP on BIDS so that Offerors who have an interest may submit a proposal in accordance with terms of this RFP. Please read and be aware of the administrative information attached to this RFP.

1.5 Purpose

This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration to satisfy the need for expert assistance in the completion of the scope of this RFP.

1.6 Scope

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements must be met to be eligible for consideration.

1.7 Structure of this Request for Proposals

The State of Colorado Solicitation Instructions and Terms and Conditions linked through the BIDS Solicitation Page govern, except as modified or supplemented in these instructions.

1.8 Official Means of Communication

During the solicitation process, for this RFP, all official communication will be via notices on BIDS. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the awarded Offeror(s). It is incumbent upon Offeror to carefully and regularly monitor BIDS for any such notices.

1.9 Inquiries

Unless otherwise noted, prospective Offerors may make written or electronic mail inquiries concerning this RFP to obtain clarification of requirements. E-mail is the preferred method for Offerors to submit inquiries. No inquiries will be accepted after the date indicated in the Schedule of Activities section of this RFP.

Inquiries shall be made to the sole point of contact as listed on the Request for Proposals Signature Page.

Clearly identify your inquiries by referencing the RFP number. Where appropriate include references to RFP section, paragraph and or question numbers; using page numbers as references is problematic because not all printers number the pages consistently.

Response(s) to Offerors' inquiries (if required) will be published as a modification(s) on the BIDS system in a timely manner. Offeror should not rely on any other statements, either written or oral, that alter any specification or other term or condition of this RFP. Offerors are responsible for monitoring BIDS for publication of modifications to this solicitation.

1.10 Pre-Proposal Conference

A Pre-Proposal Conference will be held (as applicable) as stated in the Schedule of Activities. The purpose of this conference is to provide prospective Offerors with pertinent information regarding this procurement, answer questions, and cover managerial and administrative items as they pertain to this RFP.

Unless otherwise noted, attendance by prospective Offerors is mandatory for anyone who will be submitting proposals for the requirements within this RFP. Proposals from Offerors who do not attend this meeting will not be considered by the State. Attendance at the conference will be officially noted by signature.

1.11 Offeror Registration

Offeror registration (BIDS Registration) MUST be current at the time and date of the Bid Submission Deadline, specific to this RFP, and as noted on the BIDS webpage. Offeror registration status is based on the Offerors' Federal Employer Tax ID Number (FEIN), as provided by the Offeror, on the Request for Proposals Signature Page. This FEIN shall be the number used to determine if or if not an Offeror is registered. Only registered Offerors will be considered. Offerors shall be registered in accordance with the Vendor Identification section of this RFP.

After award and before Contract execution the successful Offeror must be registered to do business in the State of Colorado. This registration is maintained through the Colorado Secretary of State Office. (<http://www.sos.state.co.us/>) If Offeror is a foreign corporation (formed under a statute or common law in a jurisdiction other than Colorado) or other foreign entity transacting business in the State of Colorado, shall warrant that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process

1.12 Vendor Identification

The tax identification number provided must be that of the Offeror responding to the RFP. Offeror must be a legal entity with the legal right to contract in the State of Colorado and shall be the entity that is used to determine Offeror registration status.

1.13 Parent Company

If an Offeror is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal.

1.14 Modification Or Withdrawal of Proposals

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

1.15 News Releases

News releases or contact with media representatives pertaining to this RFP or concerning any Offeror's proposal shall NOT be made prior to execution of the contract without prior written approval by the State.

1.16 Certification of Independent Price Determination

By submission of a proposal each Offeror 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 (a) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor, other than a joint Offeror;
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and
- (c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Each person signing the Request for Proposals Signature Page of the proposal certifies that:

- 2 (a) She/he is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that she/he has not participated, and will not participate, in any action contrary to (1.16.1)(a) through (1.16.1)(c) above; or

She/he is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that

she/he has been authorized in writing to act as agent for the person(s) responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.16.1)(a) through (1)(c) above, and as their agent does hereby so certify; and she/he has not participated, and will not participate, in any action contrary to (1.16.1)(a) through (1.16.1)(c) above.

- (b) Proposal will not be considered for award where (1.16.1)(a), (1.16.1)(c), or (1.16.2) above has been deleted or modified. Where (1.16.1)(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or her/his designee, determines that such disclosure was not made for the purpose of restricting competition.

1.17 Proprietary/Confidential Information

Any restrictions on the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself; written requests for confidentiality shall be submitted by the Offeror with its proposal. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary.

Confidential/Proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price and/or rate information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

The Governor's Office of Information Technology, Procurement Director and or delegate will make a written determination as to the apparent validity of any written request for confidentiality. In the event OIT does not concur with the Offeror's request for confidentiality, a written determination will be sent to the Offeror. If the request is denied, the Offeror will have an opportunity to withdraw its entire proposal, or remove the confidential and or proprietary restrictions. Ref. Section 24-72-200.1 et. seq., Colorado Revised Statutes (C.R.S.) as amended, the Colorado Open Records Act (CORA).

1.18 RFP Response Material Ownership

All material submitted regarding this RFP becomes the property of the State of Colorado. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2 as amended. 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 Section 1.17 - Proprietary/Confidential Information. Offeror expressly agrees that the State of Colorado 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 CORA.

1.19 Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the autographic signature of the Offeror or an officer of the Offeror, legally authorized to execute contractual obligations. It is assumed by the Offeror's response that it acknowledges all terms and conditions of this invitation for an offer. An Offeror shall identify clearly and thoroughly any variations between its proposal and the State's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

1.20 Proposal Content Acceptance

The contents of the proposal (including persons specified) of the successful Offeror will become contractual obligations of the Offeror if a contract ensues. Failure of the successful Offeror to accept these obligations in a resulting contract may result in cancellation of the award and such Offeror may be removed from future solicitations.

1.21 Contractual obligations of RFP documents

The contents of the proposal and the terms of this RFP will become contractual obligations of the successful Offeror(s). This RFP consists of all documents listed under the Table of Contents and are hereby referenced and incorporated herein. "The State of Colorado Solicitation Instructions and Terms and Conditions" linked to the BIDS Notice on the website govern, except as modified or supplemented within the RFP. The final contract shall provide the order of precedence of all related documents, in the following order: Colorado Special Provisions, contract, exhibits, RFP and Offeror's response.

In responding to this RFP, Offerors agreeing to abide by the requirements of this RFP are also agreeing to abide by all terms and conditions contained herein, so Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP packet through their written inquiries about the RFP or within their proposal. Any proposed changes or objections to the contract language or other documents must be submitted as a part of the Offeror's proposal. Each change or exception shall be presented in the form of proposed alternative or substitute language. General objections, to be negotiated subsequent to the award, will not be accepted. Exceptions to the State of Colorado Special Provisions, attached to the contract, will not

be accepted. Failure of the successful Offeror(s) to accept these obligations may result in cancellation of the award.

1.22 Contract

Except as modified herein, the Model Contract included in this RFP shall govern this procurement and is hereby incorporated by reference.

1.23 Legislative Changes

The State of Colorado reserves the right to amend the contract in response to legislative changes.

1.24 Order of Precedence

In the event of any conflict or inconsistency between terms of this RFP and the Offeror's proposal, such conflict or inconsistency shall be resolved, first, by giving effect to the Colorado Special Provisions, contract, exhibits, RFP, Offeror's response.

1.25 Venue

The parties agree that venue for any action related to performance of the contract shall be in the City and County of Denver, Colorado.

1.26 Statewide Contract Management System (CMS)

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

OIT shall evaluate, review and rate Contractor's performance for all contracts resulting from this solicitation, for any contracted amount.

1.27 Offeror Proposed Terms and Conditions

Except as specified in the Offeror's proposal, the submission of the Offeror's proposal will indicate its acceptance of the terms and conditions of this RFP. Offerors must disclose in their proposals terms and conditions or required clarifications of terms and conditions consistent with these instructions. The State reserves the right to clarify terms and

conditions not having an appreciable effect on quality, price/cost risk or delivery schedule during post-award formalization of the contract.

1.28 State Ownership of Contract Products

All products produced in response to the contract 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 the proposal.

1.29 Proposal Pricing

Estimated proposal prices are not acceptable. Offers submitted must include all related costs (e.g. surcharges, travel, etc.). Any costs not included as part of the offer will be disallowed. Pricing must be in U.S. funds. Best and final offers may be considered in determining the successful Offeror. Proposals shall be firm for a period of not less than one hundred eighty (180) calendar days from date of award.

1.30 Contract Term

This RFP may result in a multiple year contract(s); estimated term stated in the Schedule of Activities. The initial contract(s) will be effective upon approval by the State Controller or designee. The contract performance contemplated herein shall commence as upon the effective date of the resulting contract(s) and shall be undertaken and performed in the sequence and manner set forth therein.

1.31 Late Proposals

Late proposals will not be accepted. It is the sole responsibility of the Offeror to ensure that their proposal arrives in the designated office prior to the date and time as specified on BIDS.

1.32 Rejection of Proposals

OIT reserves the right to reject any or all proposals, to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State.

1.33 Estimated Quantities

Quantities where provided are estimates only, no volumes can be guaranteed.

1.34 Number of Awards

The State intends to award one or more awards/contracts as a result of this RFP.

1.35 Agreement Execution

An awarded Offeror shall have no longer than thirty (30) calendar days to enter into a contract after being notified by the State. If this date is not met, the State may elect to cancel the award and award the selection to the next most successful Offeror(s) if the delay is not the fault of the State.

1.36 Pre Performance Meeting

Upon execution of the contract(s), an OIT Contract Administrator shall conduct a review of the contract requirements with key personnel of the State and Awarded Offeror(s). The purpose of the meeting is for all working parties to gain a better knowledge of contract requirements, have questions answered, and conduct a needs assessment so that transition to performance will commence timely and smoothly.

1.37 Incurring Costs

The State of Colorado is not liable for any costs incurred by Offerors prior to issuance of a legally executed contract. No property interest of any nature shall accrue until a contract is awarded and signed by all concerned parties and approved by the State Controller.

1.38 Taxes

The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes C.R.S. 39-26-114(a). The State's Colorado State and Local Sales Tax Exemption Number is 98-02565. Offerors are hereby notified that when materials are purchased in certain political sub-divisions (for example, City and County of Denver) the seller of such materials may be required to pay sales tax even though the ultimate product or service is provided to the State. This sales tax will not be reimbursed by the State.

1.39 Insurance

The Awarded Offeror(s) shall obtain, and maintain at all times during the term of the contract, insurance in the kinds and amounts outlined in the linked BIDS State of Colorado Solicitation Instructions/Terms and Conditions and the attached Model Contract.

1.40 Information Security

The awarded Offeror(s) are required by OIT to comply with the State of Colorado Information Security Policies www.colorado.gov/cs/Satellite/Cyber/CISO/1167928186414. All responses to this solicitation will be evaluated, in part, according to the Offeror's agreement with the Information Security Policies.

1.41 Telegraphic/Electronic Responses

Telegraphic or electronic bids (Fax, Western Union, Telex, e-mail, etc.) cannot be accepted as a sealed proposal. Offerors are urged to read the solicitation document thoroughly before submitting a proposal.

1.42 Administrative Review Factors – Pass/Fail

Offerors must demonstrate in writing their ability and willingness to comply with the mandatory minimum requirements found in Section 3 - Proposal Requirements of this RFP, as applicable, to be considered responsive to this RFP. These items are judged on a pass or fail basis and must be satisfied in their entirety in order for the Offeror's response to be considered for further review by the Evaluation Committee.

1.43 Cooperative Purchasing

In order to address the requirements of and as part of the Governor's Office of Information Technology's (OIT) effort to address the requirements of 24-37.5-106(1)(h), this solicitation and the resulting contract(s) shall be a cooperative purchasing agreement, pursuant to 24-110-101 et seq. All Executive Branch state agencies are included in this solicitation and any resulting contract. Legislative and Judicial Branch agencies, institutions of Higher Education, and local governments may participate. OIT will be the primary state party to the contract, pursuant to 24-37.5-105(3)(i).

1.44 RFP Cancellation

The State reserves the right to cancel this entire RFP or individual phases at any time, without penalty.

1.45 Protested Solicitations and Awards

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Governor's Office of Information Technology (OIT), Procurement Director, 601 E 18th Ave., Suite 250, Denver, CO 80203. The protest must

be submitted in writing within seven (7) working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Reference C.R.S., Title 24, Article 109.

1.46 Audit

The States reserves the right to require that the successful Offeror(s) has a process audit conducted of its program at least once every three (3) years. If the successful Offeror(s) has not had such an audit prior to awarding of this contract, and the State requires one, then an audit must begin within six 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 Governor's Office of Information Technology within five (5) working days of its completion. The Governor's Office of Information Technology will negotiate directly with the successful Offeror(s) regarding any exceptions or findings from the audit.

1.47 Organizational Conflict Of Interest—Requirements of This Solicitation And Subsequent Contract

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

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

If the State determines that an Organizational Conflict of Interest exists, the State, at its discretion, may cancel the contract award. In the event the successful Offeror was aware of an Organizational Conflict of Interest prior to the award of the contract and did not disclose the conflict to the procuring agency, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed by subcontractors in connection with the performance of the contract, with the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

1.48 Health Insurance Portability and Accountability Act Of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA.

If requested, the Contractor agrees to sign a "HIPAA Business Associate Addendum" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy.

SECTION 2

Background and Overview

2.1 Introduction

The Governor's Office of Information Technology (OIT) is statutorily responsible for providing all IT resources to the Colorado Executive branch and other parts of State government, including systems, personnel, software, hardware, storage, telecommunication, public safety radio, cyber security and disaster recovery. In July 2010, all State IT personnel were transferred into OIT and as a result, OIT has the full responsibility for hiring and retaining IT personnel (whether for a temporary assignment or as a permanent employee). In order for OIT to provide the necessary IT services to multiple departments/divisions/agencies (State Agencies) throughout State government, additional IT professional services are often needed on a permanent, temporary or short-term basis. This RFP is to solicit and establish agreement(s) to meet this need.

The awarded Vendor, called the Contract Workforce Manager (CWM), will support the State in achieving cost savings with competitively low rates; provide a transparent workflow and a streamlined process. These benefits will apply to all State Agencies and other entities under the authority of cooperative purchasing (CRS §24-37.5-106(1)(h) and §24-110-101 et seq.) that order services as a result of this solicitation and any purchase order/work order (Order).

The CWM will develop and manage a pool of professional IT Subcontractors. This includes, but is not limited to, recruitment and screening, ongoing monitoring of Subcontractor performance, review of rates, etc. The CWM will work directly with Authorized Purchasers (AP) typically OIT managers and supervisors that use the CWM Program (Program). APs must be able to enter requests into the CWMS VMS and process their requests in accordance with Program requirements, OIT policy, an awareness of small, minority or woman owned business (SMWB) and State and federal laws. Subcontractors will perform work for APs in accordance with their subcontract with the CWM and any related Purchase Order. An executed Purchase Order will be between the AP and CWM. The CWM will act as the prime contractor and work with the OIT Program Manager to develop and achieve Program goals.

This solicitation requests sealed proposals from firms that can provide an internet-based, hosted and vendor managed system (VMS) or equivalent tool at no cost to the State to provide IT Professional Services (ITPS), as described in Attachment B, throughout the

State of Colorado. This system should provide time tracking, billing, payment and audit functionality as well as transparency into the recruitment process and provide reports allowing the State to focus on more strategic initiatives rather than administrative tasks.

Third Party E-Procurement System

The State of Colorado anticipates development of a third party e-procurement system that may be used for orders placed by State agencies and institutions and political subdivisions. The Vendor agrees to negotiate in good faith with the State Purchasing Office to integrate its product/service descriptions and pricing on such a system.

The State intends to award one or more Enterprise Agreement(s) (EA) to CWM(s) through this competitive solicitation that provides for single or multiple rounds of negotiations and offers as necessary and appropriate for the purchase of ITPS using a VMS or equivalent tool that is hosted and managed by the CWM. The EA resulting from this solicitation is projected to start in September 2012.

This solicitation seeks to ensure that the resulting EA supports the State's needs and to achieve the best combination of quality, service and price and key components outlined below:

- Maintain through Subcontractor's, a pool of skilled and experienced IT professionals;
- Understand the IT staffing needs of OIT and the State;
- Compile a quality review with OIT program manager and provide an annual staffing plan;
- Track and report on leased worker performance;
- Streamline and document sourcing activities through the VMS or equivalent tool;
- Maintain competitively low rates;
- Maintain a competitive process amongst Subcontractors participating in the Program. and allow interested staffing companies to join the CWM vendor network;
- Encourage Offeror's to utilize a majority of Colorado companies as subcontractors;
- Maintain a vendor neutral business model and Program administration;
- Conduct sourcing activities in an ethical, responsible and business-like manner consistent with Colorado and federal laws, policies and procedures; and
- Facilitate use of the Program through outreach and training to Authorized Purchasers and Subcontractors that provide ITPS.

Categories of services requiring support include, but are not limited to: Consulting, Developer, Database, Network, Testing/Quality, General, Geographic Information Systems (GIS) and Security. Within these categories are the following position descriptions:

Consulting: Project Manager, Project Administrator, Technical Consultant, IT Business Analyst and Design, Technical Trainer;

Developer: IT Engineer/Software System Engineer/Database Architect, Programmer Analyst/Application Software developer, Web Architect/Designer/Webmaster, Internet/Intranet Developer;

Database: Database Administrator, Database Programmer/Analyst;

Network: Network Administrator, Network Specialist, Network Analyst, Network engineer;

Testing/Quality: System Testing Analyst/Quality Assurance Analyst, Configuration Specialist/Technical Writer,;

General: System Administrators, Network Analysts IT Support Professional for Hardware and/or Software;

GIS: Specialist/Analyst, Developer, Database Manager;

Security: Computer Systems Security Analyst; Information Security (IS) Engineer; Senior IS Engineer; IS Architect; IS Officer; IS Auditor, IS Project Manager, IS Forensics Specialist.

2.2 HISTORIC USAGE

Historically, ITPS were done through multiple vendors. OIT has found this state-managed, multiple vendor process to be complex and does not allow for the addition of new subcontractors to be done with ease or efficiency. The historic usage by total dollar spent, including executive branch agencies/departments, institutions of higher education and local governments, is:

Fiscal Year 2011 - \$7,348,376.00

Fiscal Year 2010 - \$7,143,221.00

Fiscal Year 2009 - \$6,665,904.00

2.3 OVERVIEW AND STATEMENT OF WORK SUMMARY

The intent of this Enterprise Agreement is that all requests by executive branch departments for information technology professional service will be managed through the Governor's Office of Information Technology and the selected CWM. The service descriptions that have been used historically are included in this solicitation. In addition to these and throughout the resulting contract period, OIT may add new/replace IT service categories and/or descriptions as required to meet the needs of the State. IT services for large projects may be separately solicited as an individual project or support of a project; these will be done as determined by OIT.

OIT recognizes that there will be instances where additional time and associated costs are required to ensure successful completion of a project. . These situations do not require re-soliciting or changing the personnel supplying the services. Specific project/work requests for dollar and time limitation waivers must be submitted in writing by the OIT Project Manager, including appropriate documentation and details, to the OIT Procurement Office. Approvals of these requests will be handled in a written format on a case by case basis and the decisions will be made in accordance with all applicable rules and statutes. Any extension will be provided to the applicable State Department, vendor and project personnel. As a condition of approval, OIT may require additional monitoring and oversight of the project/work be done to ensure completion. In no instance shall the awarded vendor proceed with work before such approval is given by OIT in writing or other mutually accepted format.

The successful vendor will provide IT Professional Services for State Agencies to OIT on an individual, purchase order, time and material basis or project basis for all or any of the categories defined within this RFP. The Enterprise Agreement will establish a minimum time to fill a position and will utilize liquidated damages of \$1,000 per day for the lack of timely placements or if project based and not meeting milestones an amount not to exceed ten percent (10%) of the project penalty can be imposed. If the successful vendor is unable to provide a suitable candidate(s) OIT may fill the positions as necessary outside the terms of the Enterprise Agreement and charge the vendor with the liquidated damages. OIT will manage the Enterprise Agreement and interface with the CWM on business as well as technical matters impacting the State's operational applications. OIT will create Purchase Orders that define work needed and for the CWM to seek candidates to perform. These Orders will specify the specific scope of work, within the scope of the Enterprise Agreement, the timeframes for the work to be performed, the labor hour's estimate to perform the work, the deliverables required, warranty provisions, not to exceed amount, and any resources required to be provided by the State. With the oversight of OIT, the State Agencies and the CWM will reach agreement on the work to be performed under individual Purchase Orders and mutually determine the not-to-exceed

price based upon IT Consulting Services/Categories, rates required to complete the work as specified in the resulting Enterprise Agreement and timeframe identified. Once approved, the CWM will carry out the work specified in each Purchase Order, provide the specified deliverables, and be paid for the work performed under the terms of the Order. Finally, the CWM shall provide regular weekly reports of work performed, hours provided (which will be validated through the use of time sheets, tracking logs, etc.) and deliverables produced.

There will be situations where the State will seek to hire an individual placed through the CWM. OIT will not to pay a contract to hire fee but rather will negotiate a term of employment that is mutually agreeable. OIT will ONLY pay the CWM and the CWM will be responsible for paying all subcontractors. The majority of work shall be performed on State property, unless an alternate location is agreed upon by both parties. The State Agencies to be served pursuant to this Agreement are located throughout the State of Colorado, primarily within the Denver metropolitan area all pricing should be for statewide deployment.

OIT does not guarantee any minimum amount of work or any Purchase Orders under this RFP or any resulting Enterprise Agreement.

Section 2.4 : GLOSSARY

Whenever the following terms are in this document, they have the meaning as outlined below:

“Acceptance Criteria” means the standards listed in a order which characterize the Authorized Purchaser’s specific requirements and conditions that must be satisfied by the CWM for the Authorized Purchaser to accept the completed Deliverables.

“Acceptance Testing” means testing as described in a Purchase Order to be performed by CWM to determine that Deliverable(s) meet the Acceptance Criteria.

“ARRA”: The American Recovery and Reinvestment Act of 2009 (Public Law 111-5, enacted February 17, 2009), which is the federal stimulus package. ARRA requirements are included in this solicitation as some work may result using these funds.

“Authorized Purchaser” means the State authorized personnel submitting Purchase Orders to CWM.

“Authorized Purchaser Intellectual Property” means any intellectual property that is owned by Authorized Purchaser, including but not limited to any data stored on or collected by or through the VMS and all materials, concepts, data or other proprietary information. Authorized Purchaser Intellectual Property includes any derivative works and compilations of any Authorized Purchaser Intellectual Property.

“Awarded Offeror/Vendor”: Is the Offeror(s) whose proposal response the State deems to be most advantageous considering the factors set forth in this RFP.

“Background Check”: The State through the CWM will conduct the appropriate level of background check, for the positions requested which may include criminal, national, IRS, Revenue, polygraph.

“BIDS”: The State of Colorado's Bid Information and Distribution System Web site, located at: <https://www.gssa.state.co.us/VenSols>. All solicitations published by State agencies and institutions are published on BIDS. All bidders or Offerors wishing to respond to a solicitation (including this RFP) must be registered with BIDS (<https://www.gssa.state.co.us/VenRegister>).

“Business Day” means 8:00 a.m. to 5:00 p.m., Mountain Time, Monday through Friday, excluding State holidays and State mandated office closures.

“Confidential Information” CWM shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of CWM shall be immediately forwarded to the State’s principal representative.

“Contractor” means the Vendor awarded an Enterprise Agreement.

“Contractor Intellectual Property” means any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables. Contractor Intellectual Property includes Documentation, and derivative works and compilations of any Contractor Intellectual Property.

“Contractor’s Staff” means any and all Contractor personnel (including without limitation all Key Persons listed in a Purchase Order), staff, project team members and Authorized Representatives, and Contractor’s Subcontractors

“CRS”: Colorado Revised Statutes

“CWM” means Contract Workforce Manager.

“Dashboard”: means a user interface that, somewhat resembling an automobile's dashboard, that organizes and presents information in a way that is easy to read

“Deliverables” means any items and materials, knowledge transfer, and all related legal rights to own or use such items and materials, delivered to Authorized Purchaser pursuant to an Order, as listed in the Statement of Work, including but not limited to the materials that CWM delivered under an Order in the course of performance of the Work, whether owned or developed by CWM, CWM's Staff or any other third party.

“Delivery Schedule” means the schedule(s) for the performance of Work, as set forth in an Order that lists: (1) each Deliverable, including its measurable attributes; (2) payment schedule within each Deliverable, including milestone completion date; and (3) final delivery date for each Deliverable.

“Documentation” means an operational description, in written format, of all Work to be performed under an Order, including documents that are Deliverables.

“Documentation Standard” means the standard of quality and formatting of documents as stated in an Order. At a minimum all documentation created must meet or exceed applicable industry standards.

“Enterprise Agreement”: The result of the award of this RFP will be an OIT Enterprise Agreement.

“Errors” mean defect(s) in the Deliverables, Work or Work Product such that the Work or Work Product does not comply with the specifications set forth in an Order.

“Final Acceptance” means the date upon which Authorized Purchaser provides CWM written notice that it has accepted all the Work to be performed, including all Deliverables or when applicable the System to be delivered, including any updates, corrections, or additions to content, and that Authorized Purchaser will make payment for Work performed. The Warranty Period shall commence upon Final Acceptance.

“Hourly Based Work Orders” are Orders that have a defined set of technical and hourly requirements.

“Information Security Policies” means the security standards, definitions and policies endorsed by Authorized Purchaser, or if not addressed by Authorized Purchaser, then at least known to be generally accepted practice in the industry, unless otherwise approved in writing by Authorized Purchaser.

“Information Technology (IT)”, IT Professional Services or ITPS” is defined in 24-37.5-101 et seq.

“Key Persons” means CWM's Staff who will be principally responsible for managing the Services or for performance of Work under an Order and the satisfactory completion, delivery and acceptance of the related Deliverables.

“Leased Worker” the individuals hired by the subcontractor and placed via the MSP to perform the hourly work required by the State. . Workers placed under the terms of the resulting Agreement are not considered to be in “State Service.

“Managed Services” means the broad spectrum of services that CWM provides to OIT and Authorized Purchasers including but not limited to: the provision of the VMS; recruitment, screening and registration of Subcontractors; implementation of, and adherence to, the Order Process Flowchart; customer service and support; Subcontractor management and VMS systems management.

“MWBE,” means a Minority, or Women owned Business.

“NDA” Non-disclosure Agreement leased workers in certain areas will be required to sign this prior to assignment.

“Offeror”: Any organization or individual submitting a proposal in response to an RFP. Sometimes used interchangeably with the term "Bidder, vendor, CWM or contractor."

“Open Source Software” means one or more of the following: (1) any software that contains or is derived in any manner (in whole or in part) from open source software or software subject to similar licensing or distribution requirements; and (2) any software that requires as a condition of its use, modification or distribution that such software (or other software incorporated into, derived from or distributed with such software) be either (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.

“Order”: A request for work from the awarded vendor by an ordering entity such as OIT, institutions of Higher Education, political subdivisions.

“Program” or **“MSP Program”** means the combination of Managed Services administered, VMS and ITPS provided by the Contractor to OIT and Authorized Purchasers.

“Project Based Work Orders” have a defined statement of work and set Deliverables. Project Based Orders are structured around the Deliverables to be achieved as opposed to the manner by which the work is to be performed. The Statements of Work in Project Based Work Orders describe the required results in clear, specific and objective terms with measurable outcomes.

“Request for Proposals (RFP)”: A procurement solicitation that seeks offers from organizations or individuals to perform the scope of work defined in the RFP, in accordance with the terms listed in the RFP. An RFP is issued with the intent of selecting the most advantageous proposal, making an award to that Offeror, and entering into a contract.

“Risk Management” means all aspects of quality management and risk management methodologies shall be applied to characterize risks at the level of work product, process, and the overall Program and Project. Risk management includes the identification of risks, the thorough assessment of the probability and the impact for the occurrence of risks, and the planning of viable responses that include, but are not limited to, mitigation, contingency, and avoidance strategies.

“Services” are provided either on an Hourly or Project basis.

“Sole Proprietor” can be an individual who is a leased worker or a subcontractor.

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

“State” means the State of Colorado.

“Statement of Work” means the components of an Order that include but are not limited to an introduction, project objectives, definitions, detailed tasks (and subtasks if needed), measurable Deliverables that correlate with tasks, acceptance criteria, delivery and payment schedule.

“Subcontractor” means an independent contractor or subcontractor that works for the (CWM) to provide ITPS.

“System” or “Systems” means one or more of the Authorized Purchaser's integrated computer software application and database systems that may be modified, converted, created or enhanced by Contractor for Authorized Purchaser under an Order. System includes but shall not be limited to all related technical design documents, software, databases, database schemas, formats, documentation, reports, memoranda, studies, plans, designs, specifications, statements, drawings, materials, exhibits, schedules and other documents or materials, in whatever media, developed by CWM in the performance of Work under an Order, as more fully described and specified in a Statement of Work.

“Temporary” means lasting for a short period of time, not an ongoing effort, and less than six month engagement.

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

“Training” means the methods, tools and techniques designed and delivered by the CWM to enable successful use by OIT, Authorized Purchasers and Subcontractor of the VMS.

“Vendor”: Any organization or individual that seeks to provide, or is already providing, goods or services

“Vendor Management System” or “VMS” or “Equivalent Tool” means the secure, highly available, web-based software application provided by CWM that automates and deploys the requisition, engagement and screening of Subcontractors, management, invoicing and payment for Services.

“Vendor Neutral” means a quality of CWM's business model that promotes competition among its Subcontractors through an absence of CWM's controlling financial or management interest in any Subcontractor while being entirely reliant on their services in order to perform the Work.

“Quarterly Volume Report” means Volume Sales Reports provided quarterly to OIT.

“Work” means all work to be performed under an Order, as more fully described in the Exhibits, schedules, and Statements of Work, including but not limited to: related services that support computer software, data processing, know-how transfer, enhancements, business process automation systems, planning, programming, construction, analysis, design, development, project management, testing, risk analysis, quality assurance, integration, training or implementation.

“Order” means a purchase order which may include a statement of work, project based or hourly based.

“Work Product” means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by CWM or Subcontractor(s) or their agents (either alone or with others) pursuant to an Order. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Authorized Purchaser Intellectual Property, Contractor Intellectual Property, Subcontractor Intellectual Property or Third Party Intellectual Property.

Section 3: Statement of Work and Proposal Requirements

Mandatory Minimum Requirements

Offerors must comply with the following mandatory requirements in order to be considered responsive to this RFP and to be eligible to be awarded a contract. These items are reviewed as a pass or fail during evaluation of proposals:

Mandatory Requirement #1: Signed Request for Proposals (RFP) Signature Page.

Offeror must submit a signed Request for Proposal Signature Page to be considered for this award. The State may accept an alternative signed document by a person legally authorize to bind the Offeror to the proposal; acceptance is at the States discretion. In any instance where this occurs, the State will require the Offeror to submit a signed Request for Proposal Signature Page within 24 hours (1 business day) of notice.

Mandatory Requirement #2: Security/Information Security.

Some IT Consulting Services include those that require security work or work to be done that may affect security. For these instances, the Offeror agrees at all times to ensure personnel doing the work will conduct such work in a security manner that will maintain network, system, and application security that, at a minimum, include: network firewall provisioning, intrusion detection, and State of Colorado Office of Cyber Security (OCS) security testing. Offeror agrees at all times to ensure personnel doing the work will conduct such work in a security manner that will maintain network, system and application security that conforms to the following:

Offer shall clearly state, with no exception, agreement to comply with and ensure personnel doing work for the State as a result of this solicitation and any resulting agreement will comply with the State of Colorado Information Security polices State of Colorado Cyber Security Policies as found at <http://www.colorado.gov/cybersecurity> Current cyber security Standards set forth and maintained by the Center for Internet Security, which can be found at: <http://www.cisecurity.org>.

Mandatory Requirement #3: Previous State Employment Disclosure Statement

Offeror must agree to provide a disclosure statement to all selected candidates that requires them reveal any previous State employment.

Offeror Response

M-1	
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M-2	
M-3	

3.1 Statement of Work Technical Requirements

The following sections provide the Offeror with a general overview of the requirements contained within this RFP. Additional requirement information may be contained in the attached documents to this RFP.

3.1.2 Managed Services Capability

During the term of the EA awarded from this solicitation the CWM will provide Managed Services that include, but are not limited to: recruitment, screening, and performance management of experienced subcontractors to provide ITPS for Hourly Based and Project Based orders. Managed Services will be administered in part through the CWM's VMS or equivalent tool that automates and deploys the requisition and ITPS opportunities, engagement and screening of Subcontractors, invoicing and payment for Services and quality controls. OIT will provide the CWM with the minimum position requirements.

The State has two key categories of Orders based on the type of ITPS below and reserves the right to add categories:

- Orders that are for temporary services for a fixed amount of time at a predefined hourly rate (Hourly Based); and/or
- Orders that are performance based with specific statements of work calling for completion of defined deliverables and milestones at a fixed price (Project Based Orders).

OIT may want to hire individuals that were initially placed under either an Hourly or Project engagement. The Offeror must agree that the State can hire the contract individual without an additional fee after an agreed upon period of time not to exceed six months.

Offerors must describe in their response, the capability and capacity to provide ITPS as described in this section. Please use the text box below for these responses.

Offeror's Response

Q3.1.2	
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3.13 Quality Assurance

The CWM will implement quality assurance and control measures with respect to the Managed Services and ITPS that include, but are not limited to:

- The periodic review, no less than twice a year, by Offeror of performance by CWM's Staff in the use of the VMS or equivalent tool, adherence to the terms and conditions of the EA;
- Individual instruction and training for OIT, Authorized Purchasers and Offeror Staff in the VMS; In coordination with the OIT Program Manager, prepare and provide workshops for groups of Authorized Purchasers on an as needed basis;

- Review of proposed Project Order Statements of Work to ensure they include fully developed and measurable Deliverables that correlate with tasks, acceptance criteria, delivery and payment schedule;
- Review of proposed candidates employment and education qualifications and compare them to Order employment and education qualifications and if selected, conduct appropriate background checks which may include criminal, national, IRS, Revenue, polygraph; and
- Review of Subcontractor performance and Work and involvement with Authorized Purchasers to resolve any Order related disputes.
- Report of subcontractor performance annually.

Offerors must describe in their response, how your company provides quality management as described in this section. Please use the text box below for these responses.

Offeror's Response

Q3.1.3	
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3.1.4 Staffing Recruitment and State Support

The CWM will maintain and encourage a sizeable, diverse and quality pool of Subcontractors sufficient to attract procurement of ITPS through the Managed Services by Authorized Purchasers. Efforts will include, but not be limited to:

- On a regular basis, meeting to exchange information with the OIT Program Manager regarding Program questions, issues among actual and potential Subcontractors, actual and potential Authorized Purchasers and general concerns about the EA and Orders;
- As needed, meeting individually with Authorized Purchasers to exchange information regarding Program questions, Subcontractor, Order or project issues;
- Using best efforts to recruit Subcontractors on a regular basis with skills that meet those identified and desired by OIT and Authorized Purchasers; and/or
- Providing data fields in the VMS that capture and update Subcontractor profiles, including Colorado based companies, MWBE, business structure and Subcontractor candidate work experience, specialties, qualifications, credentials and education.

Offerors must describe in their response, how your company will recruit quality Subcontractors and provide outreach to agencies as described in this section. Please use the text box below for these responses.

Offeror's Response

Q3.1.4	
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3.1.5 Quarterly Reporting

Offeror will submit the following reports for statistical purposes to OIT after the end of each quarter. For the purposes of this section, report quarters end September 30, December 31, March 31 and June 30. Offeror shall provide Authorized Purchasers with data related to their projects and Orders, as requested. Reports shall include:

- The quarter being reported
- List of all Authorized Purchasers and their staff registered to use the VMS, their contact information and levels of access registered to use to the VMS;
- List of Subcontractors available to provide ITPS through the VMS and identification of all Minority/Women/Small Business (MWBE) certified firms;
- List of each Order opportunity, by number, and the Subcontractors that submitted responses (Hourly and Project).
- Identify how many candidates were available for placement during the quarter
- Volume Sales Reports that include the following fields:
- Breakout by Order
- Break out by Colorado vendors and candidates.
- Name of Authorized Purchasers and their Entity Name
- Subcontractor providing ITPs
- MWBE designation (as applicable)
- Order Number and Project Name or Number
- Order expiration date
- Type of ITPS Order (Hourly and/or Project)
- Type of skills required
- Markup percent by Subcontractor
- Markup percent by Contractor
- Timeline metrics (submittals, interviews, hires)
- Cost savings
- Payments received in the quarter
- Track leased worker performance
- Track training provided to Authorized Users

CWM shall provide Authorized Purchasers with data related to their projects and Orders, as requested.

Offerors must describe in their response, your reporting capabilities as described in this section. Please use the text box below for these responses.

Offeror's Response

Q3.1.5	
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3.1.6 Performance Measures

The following table states the expected performance expectations and accomplishments as performed under this Contract. The CWM shall be responsible for all subcontractors' performance and their compliance to these measurements

Performance Metric	Description	Standard	Performance Target	Calculation	Frequency
Work Request Confirmation	Average response time from receipt of request to confirmation	1business day	95% or higher	# of requests received within 4 hrs / total # of requests	Monthly
Release of request to Subcontractor base	Time between verification of request and release to the "network"	4 hours	95% or higher	# of requests released within 4 hours / # of requests	
Resume submittal response time	Average response time from receipt of request to delivery of candidate resumes	3 business days	90% or higher	# of requests received 1 st batch of resumes within 3 days / total number of requests	Monthly
Receipt of subsequent batches of resumes	The time to receive subsequent resumes when 1 st batch resulted in no match	4 hours	95%	Time between notice that no resume matched the need and receipt of next resume batch	
Purchase Order Acceptance	Average response time from receipt of PO	1business day	95% or higher	# of PO's acknowledged within 1 business day / total # of PO's	Monthly
Normal Request Fill Rate	CWM's ability to satisfactorily fulfill requests; indicates how many requests are open	100%	92% or higher	Total # of filled positions at month end / total # of requests which have been in place for over 2 weeks	Monthly
Urgent Request Response Time	Average response time	24 hours	90% or higher	# of URGENT requests receiving	Monthly

	from receipt of URGENT request to delivery of resumes			1 st round of resumes / total # of URGENT requests	
Resource Dismissal	Number of resources dismissed due to inadequate resource performance	N/A	5% or lower	# of turnovers (due to inadequate performance) / total # of requests	Monthly

Offerors must provide in their response, your agreement with the performance measures as described in this section. Please use the text box below for these responses.

Offeror's Response

Q3.1.6	
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3.1.7 Information Technology Professional Services

During the term of the EA, CWM, its divisions or wholly owned subsidiaries or entities in which Offeror holds a majority stake will be vendor neutral. Offeror will provide all ITPS Purchase Ordered by Authorized Purchasers through its Subcontractors and in accordance with the terms and conditions of the EA and any requirements contained in an Order.

Offerors must state agreement with this requirement. Please use the text box below for these responses.

Offeror's Response

Q3.1.7	
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3.1.8 Vendor Management System (VMS)

Contractor shall provide a VMS or equivalent tool that, at a minimum, automates and deploys the ITPS opportunities, can screen and compare Subcontractor qualifications, track hours, deliverables, Authorized Purchasers for Services and has quality and security controls.

CWM's VMS must be able to provide the following base functionality:

- For each Order, the VMS or equivalent tool must assign and utilize a single number that remains constant from Authorized Purchaser submission of the

requisition into the VMS through the opportunity advertisement, Order execution and administration.

- The VMS or equivalent tool must capture (manually or electronically) and use the OIT work order number as the single number for each opportunity that remains constant from submission of the requisition, through the opportunity notice, Order execution and administration.
- The VMS or equivalent tool must provide OIT a level of authentication that permits it to run statistical and ad hoc reports in the same manner as Offeror.
- The VMS or equivalent tool must be secure at all times and have security features that manage all aspects of user access, security, and notification. The VMS must use commercially reasonable security such as server-side certificate encryption utilizing SSL, multiple barriers to entry, usernames and passwords, support for tiered security, and network architecture to prevent unauthorized access.
- The VMS or equivalent tool must be compatible with current browser technology

At a minimum, the VMS or equivalent tool must be capable of reporting the following:

Subcontractor Business Status and Specialties,

MWBE Subcontractors,

Status of all ITPS Opportunities,

Offers and Qualifications submitted by Subcontractors on ITPS Opportunities,

Ad hoc reports as requested,

Timeline metrics (submittals, interviews, hires), and

Financial information such as PO's received, dollars expended;

Time tracking, billing and performance reporting

Offerors must describe in their response, your VMS system and its capabilities as described in this section. Please use the text box below for these responses.

Offeror's Response

Q3.1.8	
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3.1.9 Implementation Plan

The State anticipates execution of the EA by September 2012. Although the start date is approximate the successful Contractor's implementation plan must describe Contractor's capacity and strategy to begin accepting and processing ITPS orders within four (4) weeks of EA execution.

Offeror shall submit with its Proposal a preliminary implementation plan and delivery schedule that covers, at a minimum, the first twelve (12) months of the Program if awarded an EA from this solicitation.

The Proposal must include a detailed description and timeline of your firm's MSP Program and VMS implementation strategy and methodology (include key activities, milestones, and deliverables) and capabilities to concurrently implement your firm's VMS or equivalent tool. Please use the text box below for these responses.

Offerors must describe in their response, your VMS system and its capabilities as described in this section. Please use the text box below for these responses.

Offeror's Response

Q3.1.9	
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3.1.10 System Accessibility

The Successful Contractor's VMS or equivalent tool must be accessible by OIT and Authorized Purchaser through the Internet during normal business hours and days. A web browser must be the only required software to access the VMS or equivalent tool. Describe your current system requirements including but not limited to system accessibility. Detailed VMS Accessibility requirements will be refined with the successful Offeror and included in the final EA.

Offerors must describe in their response, the system availability. Please use the text box below for these responses.

Offeror's Response

Q3.1.10	
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3.1.11 Staffing Requirements

Work shall be performed primarily on State property unless otherwise agreed upon by both parties. The Agencies to be served pursuant to this Contract are located throughout the State of Colorado, primarily within the Denver metropolitan area

Hourly Staffing

Purchase Orders for services shall be placed by the State to the CWM. States may require the Contractor to assist in Purchase Order preparation by providing necessary service descriptions, examples, literature, etc. Each Purchase Order shall be approved and a purchase Order shall be issued by OIT and its authorized purchasers.

Purchase Acceptance - Contractor shall acknowledge receipt and acceptance of all Purchase Orders. Contractor shall notify the State, in writing or electronically, within one (1) business day of Purchase Order receipt, unless otherwise directed by the State. In accepting the Purchase Order, the Contractor shall contact the State to confirm the type, extent, and time frame within which the Service is needed.

Modification or Cancellation - State may, at any time prior to Purchase Order acceptance, modify or cancel the Purchase Order, in whole, or in part. State shall have no liability for making such modifications or cancellations. State may modify or cancel a Purchase Order after Purchase Order acceptance. Contractors may modify Purchase Orders as authorized by the State. Modifications or cancellations shall be executed in writing or electronically. Any unauthorized modification or cancellation by Contractor shall constitute a material breach of the Contract and, at the State's option, cause the Purchase Order to be void.

Staffing Placement – The Contractor shall provide a minimum of three (3) or a maximum of five (5) resumes for review by the State. The State shall have the right, if necessary, to interview all prospective personnel and to accept or reject any or all based upon the required skills and the background and experience of each individual. The Contractor will be required to perform background checks as required by the hiring agency. The Contractor will also verify experience accreditation and employment history for the proposed candidates.

Training -Referred personnel shall be immediately productive. State shall not provide, nor be responsible for any formal training of Contractor's personnel, except such training of internal systems or programs required to perform the duties assigned/required. The Contractor shall assign only those employees that have been thoroughly apprised of the assignment. There shall be no charge to the State for Contractor's employees who fail to complete a minimum of sixteen (16) work hours due to dissatisfaction with the assignment. All personnel assigned must be employed by the CWM's Subcontractor, at the time of any specific work assignment to the State.

Delivery - Following State review of resumes, background checks, individual agency security measures and State interviews, the State shall select the personnel they wish to utilize. Contractor shall provide selected personnel within sixteen (16) normal working

hours (two working days). Any other delivery schedule of selected personnel shall be by mutual agreement between the State and the Contractor.

Billing and Payments: CWM shall be responsible for all accounting and payroll functions in connection with its services to the sub-contractors. CWM shall maintain complete and accurate accounting records to substantiate all charges, and must provide each of its personnel with time cards. Timecards shall be maintained by each of the CWM's personnel on a daily basis and, at the end of each period (weekly, bi-weekly, monthly, etc. as requested by the State), the hours of work by each of the CWM's personnel shall be approved by the State. These time cards shall serve as the basis for the CWM's billing to the State and shall be submitted as requested by the State (mail, fax, email, online or any other viable method is acceptable). CWM shall submit itemized invoices for Services purchased under the Agreement.

Billing and Payment Periods – Within thirty (30) days of receipt and acceptance of Services, Contractor shall submit to the State a complete and accurate invoice for payment. Invoice frequency shall be weekly, bi-weekly or monthly based upon State request. In accordance with the State's Model Contract, State payments shall be due to the CWM within Forty-five (45) days after receipt of an accurate and complete invoice.

Project Staffing

New consulting projects issued under this Contract shall be limited to a total cost of less than \$1,000,000.00. For each consulting project, the State shall issue to the CWM a Task Purchase Order Request as follows:

Each task Purchase Order shall specify all milestones, including a complete description of the deliverables due at each milestone; and

The Purchase Order will include the timeline for deliverables or milestones and the State Contact(s) to whom they are submitted.

Upon receiving a task Purchase Order request, the CWM shall acknowledge receipt within one (1) business day. CWM shall provide a written response to the State within a timeframe as directed by the State. The written response shall contain the following:

A detailed project management proposal which includes the name and qualifications of the Project Manager and the names and qualifications of all staff, designated by job description as described herein, to be assigned to the project; and

The Purchase order will include an all-inclusive, not to exceed project price estimate detailing the number of hours, by job description, and any other project-related costs. Based upon the work complexity, the estimated hours shall be in accordance with the

pricing as specified. Based upon the number of hours CWM shall offer an additional volume discount, by job description(s), when submitting an estimate.

The State shall review the CWM's response to determine if, when and how to proceed with the project and will notify the CWM as appropriate. The State reserves the right to accept and/or reject CWM's project plan, personnel and/or project cost estimates. The CWM's preparation and submission of a project request proposal shall not be reimbursed. CWM shall not begin work on any project until the State has accepted the project plan and has notified the CWM as such.

Once a project proposal has been accepted by the State, the CWM shall not exceed the approved timeline or approved costs without prior, written approval of the State. If prior, written approval is not received, then the CWM shall not be paid in excess of the approved amount. If timelines are not met and the CWM does not advise the State of the delay prior to the due date and receive permission in writing for the delay, then the State may assess a penalty not to exceed ten percent (10%) of the approved cost of the project. In the event that the State requires any change to the scope of work to be performed under a given project, the CWM shall submit a revised project cost estimate to the State within a mutually agreed upon timeframe. The revised project proposal shall include the following:

- Changes to the scope of work, including adjustments to timeframes for project completion;
- An all-inclusive, not-to-exceed project price estimate supported by a cost breakdown detailing the estimated number of hours by job description (including volume discount); and
- Any other project-related cost required to complete the project as changed by the State.
- Project Management: For each project assigned, the CWM shall fully staff the project and ensure there is a designated point of contact who shall be available for consultation at all times. Depending on the nature and complexity of the project, the CWM shall be responsible for assembling and coordinating a project team consisting of varying disciplines and professional levels. CWM shall designate a Project Manager to serve as liaison with designated State staff. The Project Manager shall have the overall responsibility for the project, including performance, reporting, and quality control responsibilities. The Project Manager may be required to remain on-site for certain projects depending on the complexity or importance. The Project Manager shall, upon request, submit written progress reports to the State. The reports shall include, but not be limited to:
 - A management report of current and completed milestones/deliverables;
 - Provide monthly expenditure and activity reports if requested;

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- Total expenses accrued as of the report date and;
- Overall assessment of project status in a State approved form or format that will include a description of any outstanding problems and recommendation(s) for corrective action.

Payment: Project payments shall be set up as progress payments. Payments, as mutually agreed upon in the project proposal, shall be made upon successful milestone completion, including acceptance testing as identified in the project proposal. A scheduled progress payment may be withheld if the required deliverables are of unacceptable quality or do not pass acceptance testing until such time that the deliverables are re-submitted and accepted. A final payment shall be made upon project completion and final acceptance.

Supervision: CWM's employees shall be supervised by the State regarding the work schedule, daily assignment, and workload; Work policies, procedures, and standards established by the State.

- Signing in and presenting positive identification upon reporting for duty,
- Interacting cordially with State staff,
- Responding professionally to State oversight staff; and

The CWM's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the State's premises. No weapons are allowed on State property.

In the event any such CWM employee fails to adhere to the State's directions or security safety regulations, or demonstrates that they are not qualified to perform the required duties, the State shall notify the CWM who shall replace the employee within two (2) working days at no cost to the State (including, but not limited to, training time, background checks, ID badges, drug testing, etc).

When an employee leaves, at any time, the CWM shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the State within five (5) working days the State shall send an invoice to the CWM for the exact replacement cost. The CWM shall pay this invoice within fourteen (14) days.

State shall provide all equipment, materials, supplies, tools, facilities, space and supervision necessary unless prior written arrangements are made.

Offerors must indicate their agreement with the requirements of this section. Please use the text box below for these responses.

Offeror's Response

Q3.1.10	
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3.1.11 Knowledge Transfer

In addition to the Work to be provided by CWM under a Purchase Order, CWM shall provide within the requested services for the purpose of transferring knowledge, ideas, concepts, and information regarding the Deliverables and the System to Authorized Purchaser. As required or necessary, but no less frequently than quarterly, CWM shall provide to Authorized Purchaser any and all updated, changed, or revised policies, practices, procedures, processes and techniques with respect to any Know-How transferred hereunder. CWM's transfer of Know-How must include information and programs, tools and other materials including but not limited to the following:

Data files, file and data definitions and relationships, data definition specifications, data models, Interfaces, program architecture, program structure, sequence and organization, screen displays, reference and user manuals, design and functional specifications relating to the System.

Maintenance documentation, support utilities and tools relating to the System or enhancement under development;

Security requirements and methodologies relating to the System;

Operating system environment, including, functions, triggers, stored procedures and external Systems interfaces;

Other Know-How desired by Authorized Purchaser and to which the parties mutually agree in writing (training, inspections, etc).

Offerors must agree to this knowledge transfer process as described in this section. Please use the text box below for these responses.

Q3.1.11	
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3.2 Statement of Work - Management Requirements

The Management Proposal must contain information for the Offeror and any Subcontractor organizations proposed (do not include Subcontractors that will provide ITPS under executed Orders).

3.2.1 CWM Key Persons

Offeror shall identify its Key Persons who will perform the Managed Services in its Colorado office and provide Program services. Offeror shall submit resumes and references for each Key Person that includes their background, education and credentials, and work experience related to a Managed Service program and ITPS.

Offeror must detail the key personnel to be assigned to this project.

Offeror's Response

Q3.2.1	
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3.2.2 Proposed Program Team Experience, Qualifications and Capacity

The State has determined that the CWM Program team should have the following expertise:

IT Program Management

IT Quality Management

IT Technical and Specification Review

Number of Key personnel

Recruitment Strategy

Offeror must detail their company's experience to meet the areas described above.

Offeror's Response

Q3.2.2	
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3.2.3 Vendor's Organization

Provide the full name and address of the organization and, if applicable, the branch or other subordinate units or divisions that will perform or assist in performing the work.

Provide an organization chart of individuals performing services under the contract

Q3.2.3	
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3.2.4 Management Summary

Describe your current contractual workload from the perspective of how your work with other States may interact with the performance of the work specified herein

Since the State contemplates that the successful vendor will be working on multiple Task Purchase Orders at any given time, please describe your approach for managing the acquisition or allocation of resources, the ongoing management of those resources, and the management of deliverables during the term of the contract

Describe the administrative approach and project management techniques that will be employed during the contract to ensure the coordination and timeliness of the work, the managerial techniques and tools proposed to control the work, and the methodologies proposed to enhance communications between the vendors and the Department (see section 2.2).

Describe the method of billing and invoicing proposed for this contract and how invoicing will be correlated with project management reporting. The State requires monthly billing net 45.days.

Offeror must detail their company's experience to meet the areas described above

Q3.2.4	
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3.2 .5References and Experience

The State of Colorado reserves the right to use Colorado State Agencies and other State Governments as references. In addition to these references, vendors must include the following with their proposal:

Provide three references, including contact name, individual titles, locations, and a current telephone number. The references provided should be associated with work completed

corresponding to the nature of the work in scope and size called for in this RFP and Statement of Work.

Provide written documentation of two years experience in managing and technically performing similar projects for at least three entities of similar size and complexity with similar statements of work and related requirements.. Include State or company name, point of contact, location, phone number, and brief project description along with the outcome of the project.

List your references and similar experiences using the text box below:

Q3.2.5	
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3.2.6 Capacity of Offeror

The following bulleted information shall be provided in this section of your proposal:

Provide the information below:

- Full legal company name.
- Year business started
- State of incorporation or headquarters
- Are you a United States corporation?
- Brief company history
- Does another company own you? If so, provide the corporate structure
- Do you own other companies? If so, provide the corporate structure
- Listing of current subcontractors
- Location of company headquarters
- Current number of people employed
- Current number of sales locations
- Current number of service locations
- Are you a public or private corporation?
- Stock symbol, if publicly traded
- Is your company currently involved in any litigation in which an adverse decision might result in a material change in the company's financial position or future viability?
- Capacity and potential company growth or development.

Offeror Response

Q3.2.6	
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3.2.7 Business and Market focus

What is your business focus? What percentage of revenue comes from this focus versus other products or services?

- In which markets do you specialize?
- In which market do you have the most States?
- In which national or international standards committees do you participate?
- In which national or international industry consortiums do you participate?

Offeror Response

Q3.2.7	
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3.3 COST SECTION

3.3.1 Cost Proposal

Offeror shall submit its Price Proposal with the required data and in the same format as **Attachment C Price Sheet**, Tab 1 and 2.

Fully Loaded hourly rate: Provide a range minimum and maximum for each position description this includes the levels of **Junior, Intermediate and Lead**. This rate should be the rate that will be charged to OIT during the contract term. Use Attachment C, Tab 1 to respond.

Percent of Mark-up Offeror shall submit its commission rate or hourly mark-up percentage using Attachment C ,Tab 1. Identify the percent of the hourly rate that is mark-up

Additional Rates and Skill Sets. Offeror may submit additional rates and skill sets in the same format as the required position descriptions (Attachment C, tab 2) for the State's consideration. Do not combine additions with the proposed rates in tab1. Submit additions on tab 2 of the spreadsheet.

Skill Sets and Descriptions. The descriptions in this RFP are from the Colorado Historic agreement and in alignment with the skill sets identified in Attachment B.

Offerors must describe the market resources, methodology and technology used to determine the proposed rates

Q3.3.1	
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3.4 OPTIONAL SECTION

3.4.1 Optional/Expanding Services to State Purchasing Office

Offerors are encouraged to submit in their proposal, a brief response, including any cost associated (five pages maximum) regarding the feasibility of expanding their proposed vendor management system to the State Purchasing Office to include all State Price Agreements for temporary services. These temporary services include workers with the following position titles: Administrative Assistant, Data Entry, Accounting technicians, Accountants, Tax Examiners, General Professional, Legal Assistant, Paralegal, Security Services Officer, Senior Security Services Officer, Security Investigator, Bookstore Clerk, Cashier, Parking & Events Attendant, Mailroom Assistant, Document Imaging - Materials Prepper, Document Imaging - Materials Scanner / Imaging worker, Utility Worker, Grounds Keeper, Custodian, Food Services, Cook, Cook / Manager.

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Those vendors that agree to this optional section agree to negotiate in good faith with OIT and the State Purchasing Office to expand the Enterprise Agreement to include these services and coordinate with existing price agreement vendors. This optional service will not delay the implementation of the CWM Enterprise Agreement but rather will be treated as a supplement to the agreement.

Q3.4.1	
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Section 4- Offeror Response Format

4.1 Proposal Submission

Proposals must be received on or before the Bid Submission Deadline as indicated on BIDS. **Late proposals will not be accepted.** It is the responsibility of the Offeror to ensure that its proposal is received by the OIT Procurement Office, on or before the Bid Submission Deadline. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the Bid Submission Deadline. All proposals submitted must be "sealed"; i.e., package, envelope, box, etc.

Proposals must be submitted in a sealed package with an appropriate label affixed. The label must show the following information:

Offeror's Name

RFP-No.

Proposal Due Date and Time

Offerors must separate the portion of the proposal responding to the Cost in Section 3.

The proposal must be signed in ink, preferably blue ink, by an officer of the Offeror who is legally authorized to bind the Offeror to the proposal. Proposals that are determined to be at a variance with this requirement may not be accepted. A Request for Proposals Signature Page has been provided.

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

Proprietary/confidential information must be submitted in accordance with the Proprietary/Confidential Information section of this RFP. In addition, an Offeror shall provide all proprietary/confidential information in its electronic response on a separate CD/USB flash drive clearly marked as such.

4.2 Required Copies

The original hard copy in all cases is the official record and shall be used to resolve any differences.

Offerors are required to submit one (1) original, one (1) electronic copy (preferably in Microsoft Word and/or Microsoft Excel, where appropriate) and the required number of copies as stated on the Request for Proposal Signature Page. The electronic copy shall be provided either on an encrypted CD or USB Flash Drive.

Proprietary/confidential information must be submitted on a separate CD/USB Flash Drive, clearly marked as such.

Awarded Offerors will be required to submit an electronic version (in Microsoft Word and/or Microsoft Excel, where appropriate) of all solicitations documents, including but not limited to; original proposal, clarifications, oral presentation documentation, best and finals, etc.

4.3 Addressing Proposal Requirements (Offeror Response)

The information within this section outlines specific information required in your response, which will assist in determining how well your company will be able to meet the requirements set forth within the Proposal Requirements section of this RFP.

All Offerors, regardless of which option is being proposed, must respond to ALL portions of the following information and or related sections. Offerors are expected to use the text boxes to provide responses to this solicitation.

Signed Request for Proposals Signature Page

Section 3 Proposal Requirements

Mandatory Minimum Requirements

3.1 Technical

3.2 Management

3.3 Cost

Please segregate cost proposal in original response, electronic response and required number of copies.

References

Please provide at least three (3) that match the scope of work outlined in this solicitation.

Provide the principal contact, telephone number and email address, as well as a brief description of work performed. The State reserves the right to include the State of Colorado and other states as additional references. The State also reserves the right to call references only on the selected Offerors as a method of determining responsibility.

Financials

Upon request Offerors may be asked to provide a copy of the last certified, audited financial statements for your company. The State reserves the right to review financials only on the selected Offerors as a method of determining responsibility.

Security

Offeror and its subcontractors shall adhere to the State's Information Security Policies and procedures in relation to access to the State controlled network(s). Offeror shall notify the State immediately upon becoming aware of any breach to the security policies committed by its personnel or its subcontractors or their personnel.

State Facility Access

Offeror and its subcontractors shall comply with all facility access requirements, which may differ from building to building. Under no circumstances shall unauthorized persons be escorted into the buildings on the badge of Offeror or its subcontractors.

Project Personnel

The State may dismiss project personnel assigned to it by the awarded vendor for cause including but not limited to violations of State workplace policies, Security policies, Code of Ethics, failure to maintain the State's background requirements, and behavior deemed inappropriate by the State's Project Manager or his/her designee. Prior to the assignment by Offeror of any of its employees or its subcontractor's employees to perform work under this agreement, Offeror agrees to take appropriate preventative steps that it reasonably believes will ensure that such employee will not engage in inappropriate conduct while performing work under this agreement or while on the property of the State. Inappropriate conduct shall include, but not be limited to: a) being under the influence of, or affected by, alcohol, illegal drugs or controlled substances; b) the manufacture, use, distribution, sale, or possession of alcohol, illegal drugs or controlled substance except for approved medical purposes; c) the possession of a weapon of any type; d) harassment, threats or violent behavior; and e) solicitation, sale or distribution

of materials of any kind in any building where awarded vendor is performing work. Violation of this provision shall be considered a material breach of this agreement. The State shall have access to documentation necessary to verify Offeror's compliance with this section. The State, in its sole discretion, may require Lewan to remove any employee from any property on which work is being performed under this agreement for violation of this provision. The State further reserves the right to request immediate removal or deny access to State property to any of Offeror's or its subcontractor's staff that is disorderly or acting in an unsafe manner. Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs required in connection with the services. Offeror shall take all necessary precautions for the safety of, and shall provide protection to prevent damage, injury, or loss to: a) any employee or other person on the work site; b) all materials to be incorporated into the services; and c) the work site and any improvements or other personal property located on the work site.

Performance

Offeror understands and agrees to the terms and conditions of the bid and this contract; guarantees a continuing supply and consistent quality of services; and agrees they will not default from performance by virtue of a mistake or misunderstanding.

Offeror shall comply with the requirements of the bid and resulting EA. If Offeror fails to perform, OIT reserves the right to take remedial action including cancellation of the Enterprise Agreement (with a 30 day written notice) for cause (default). Cause is defined as failure to meet requirements of the written specifications and conditions, or correct deficiencies upon receipt of notice. Failure to maintain satisfactory performance after notice will be sufficient cause for immediate cancellation of the Enterprise Agreement. In the event of default, OIT may make an award to the next highest scoring bidder or to re-bid at its discretion.

Offeror is required to have an accounting and billing system to address inquiries of billing problems, etc.

Offeror is required to perform under all applicable State laws.

4.4 Content Quality

Do not include extensive artwork, unusual printing or binding, or other materials, which do not enhance the utility or clarity of the proposal. General statements without supporting documentation are not encouraged. Documents should be double sided on

recycled paper, and easy to copy/scan (no bound material, clips, etc). Paper should be white or extremely light paper without dark backgrounds. Enhance electronic images for pages with a poor image quality.

4.5 Proposal Organization

Offeror's proposal should be submitted in a binder (3 ring binder(s) preferred) with all material clearly labeled or, such other organization that will facilitate the committee members' evaluation. Offerors must respond to every item listed within Section 3 – Offeror Response Format and label its proposal with the corresponding number for each question or request for information.

4.6 Conflicts with Terms, Conditions, or Requirements

Offeror must review the attached Model Contract and list any exceptions or confirm that no exceptions are taken to the Model Contract. Exceptions to the Model Contract must be accompanied by alternative or substitute language, which would be acceptable to the Offeror. Conflicts with stated requirements must be noted in the corresponding paragraphs within the Offeror's response format. Additional terms or conditions proposed by Offeror for consideration must be provided with a reference to the corresponding paragraph of the Model Contract. References may direct reviewers to appendices within Offeror's response.

Section 5-Proposal Evaluation

An Evaluation Committee will judge the merit of proposals timely received in accordance with the criteria outlined in the Offeror Response Format section of this RFP. This section supplements paragraph 3.8, "Evaluation and Award," in the Colorado Solicitation Instructions/Terms and Conditions that are available through the link on BIDS.

5.1 Evaluation Process

OIT will undertake an intensive, thorough, complete and fair evaluation process. All Offerors shall be afforded fair and equal treatment throughout the evaluation process.

5.2 Evaluation Committee

Each Evaluation Committee member will independently evaluate the merits of proposals received in accordance with the evaluation factors stated within this RFP, followed by discussion of the entire Evaluation Committee. The sole objective of the Evaluation Committee will be to recommend for award the proposal(s) determined most advantageous to the State.

5.3 Basis for Award

The purpose of this RFP is to solicit proposals for the goods/services specified herein. The requirements stated within this RFP represent the minimum performance requirements necessary for response as well as desired elements of performance. All proposals must meet the mandatory minimum requirements established by this RFP to be eligible for award.

Evaluation and award will be based on the following factors, in decreasing order of importance: Technical, Management and Cost

5.4 Evaluation Based on Initial Proposals

OIT reserves the right to make an award(s) on receipt of initial proposals, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

Proposals requiring major revision in order to be considered for any award, or otherwise not meeting the mandatory or other requirements required for further consideration as specified in this RFP, may be classified as unacceptable and ineligible for further consideration.

The technical aspects of proposals will be assessed based on the soundness of the Offeror's approach and the Offeror's understanding of the requirement. Past

experience/qualifications will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Technical and past experience assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State involvement necessary to insure timely, successful performance.

5.5 Competitive Range

OIT may establish a competitive range of Offerors whose proposals have been initially evaluated as most responsive to the requirements and reasonably susceptible of being selected for award.

5.6 Clarifications/Discussions

OIT may conduct discussions with Offerors for the purpose of promoting understanding of OIT's requirements and the Offeror's proposal, clarifying requirements, and making adjustments in services to be performed and in prices and or rates. Offerors engaged in such discussions may be sent a list of questions and will be given a specified number of days in which to formulate and submit written responses to the questions and provide any related revisions to their initial proposals. The nature of the questions will be, generally, clarifying in nature and will permit related revisions to proposals. Such revisions will be at the option of the Offeror, but will be limited to the guidelines set forth in OIT's requested clarifications. No major changes will be permitted, nor will OIT accept any additional written materials not relevant to the questions/clarifications requested.

Clarifications/discussions may be limited to Offerors within the Competitive Range.

5.7 Presentations/Demonstrations

Offerors may be given an opportunity to provide an oral presentation or demonstration. OIT reserves the right to select the site. During the presentation, an Offeror should provide specific responses to the questions posed to it and may also make a summary presentation of its proposal. The presentation should include a description of how Offeror's revisions, if any, may have affected the over-all nature of its offer as compared to the initial proposal. The presentation is typically limited to 60 minutes. If the Evaluation Committee members believe it to be necessary, a question/answer period may follow. Presentations/Demonstrations may be limited to Offerors within the Competitive Range.

5.8 On-Site Inspection

An Offeror may be required to provide, at the Offeror's expense, an on-site visit at the prospective site where the work will be performed. OIT will provide a list of reasonable and necessary expenses for these visits, which will be paid in advance by the Offeror. The on-site Evaluation Committee members will arrive at the Offeror's office at the date and time mutually agreed to between OIT and the Offeror, within 14 days of notice of inspection. All on-site inspections conducted by OIT will be evaluated on a pass/fail basis.

OIT reserves the right to allow the Offeror to propose another site if the first site proposed fails the on-site inspection. On-site inspections may be limited to Offerors within the Competitive Range.

5.9 Best and Final Offers (BAFO)

Adjustments may also be allowed in conjunction with clarifications, discussions, presentations and or demonstrations, but only to the extent such revisions are consistent within the proposal requirements. These revisions will be considered as best and final offers. Such adjustments must be submitted in writing.

5.10 Final Evaluations

After completion of clarifications, presentations, and BAFOs, as may be required, the Evaluation Committee will re-consider the initial proposal ratings and may make any adjustments they believe to be warranted as a result of the additional information obtained.

5.11 Award Recommendation

Upon completion of the evaluation process, the Evaluation Committee will formulate a recommendation as to which proposal(s) is/are determined to be most advantageous to the State within available resources. A formal recommendation of the Evaluation Committee will be forwarded to the OIT, Purchasing Agent for review and approval.

5.12 Notice of Intent to Award

Upon approval of the recommendation, a Notice of Intent to Award will be published on BIDS. Upon issuance of the notice, all non-proprietary/confidential documents submitted by all Offerors, not just the awarded Offeror(s), shall become public records and will be available for inspection. The time period for consideration of any protest of the award decision will commence at this time. The Awarded Offeror(s) will be contacted by OIT to complete post award requirements.

5.13 Adequacy and Completeness of Response

In general, all aspects of a proposal will be evaluated based on its adequacy and completeness with regard to the information specified in the RFP; i.e., compliance with terms, conditions and other provisions contained in the RFP, as well as Offeror's ability to read and follow instructions. Failure of an Offeror to provide the information required in this RFP may result in disqualification of the proposal. This responsibility belongs to the Offerors.

5.14 Contract Review

Offerors must review the attached Model Contract and list any exceptions or confirm that no exceptions are taken to the State's contract. Any exceptions to the Model Contract

must be accompanied by alternative or substitute language which would be acceptable to the Offeror. OIT will review the proposal to ensure the Offeror has not taken any exceptions to the State's contract provisions which may be deemed unacceptable or exceptions to stated requirements which may be deemed unacceptable in meeting the needs of the State. Any exceptions taken could result in elimination of the Offeror's proposal from further consideration, or result in delay or failure to execute a contract, whereby the State could terminate the award and commence negotiations with another Offeror. Exceptions to the State of Colorado Special Provisions, attached to the contract, will not be accepted.

