



COLORADO
Governor's Office of
Information Technology

REQUEST FOR PROPOSAL

2021000286

“COLORADO STATE NETWORK VOIP (VOICE-OVER INTERNET PROTOCOL)”

OIT PROCUREMENT AND VENDOR SERVICES

601 EAST 18TH AVENUE, SUITE 180

DENVER, CO 80203

OIT_PURCHASING@STATE.CO.US

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REQUEST FOR PROPOSALS SIGNATURE PAGE

RFP INFORMATION			
RFP #:	2021000286	TITLE:	COLORADO STATE NETWORK VOIP (VOICE-OVER INTERNET PROTOCOL)
<p>SUBMIT INQUIRIES & SEALED PROPOSALS TO:</p> <p>GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY (OIT) PROCUREMENT AND VENDOR SERVICES OFFICE 601 EAST 18TH AVENUE, SUITE 180 DENVER, CO 80203</p> <p>MIKE WHALEN 303.881.0995 MIKE.WHALEN@STATE.CO.US</p>			
MIKE WHALEN			
303.881.0995			
MIKE.WHALEN@STATE.CO.US			
<p>PLEASE SUBMIT PROPOSALS TO THE FOLLOWING URL: HTTPS://CDORCTE.APP.BOX.COM/F/4B1F511EB04142CF8B86E5DCC258D2EA</p>			
OFFERORS CONTACT INFORMATION			
COMPANY NAME:		CONTACT:	
STREET ADDRESS:		PHONE:	
CITY/STATE/ZIP:		E-MAIL:	
FEIN:			
<p>OFFEROR'S AUTHORIZED SIGNATURE</p>			
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 (MDT)	
RFP NOTICE PUBLISHED ON VSS	AS POSTED ON VSS (WWW.COLORADO.GOV/VSS)	
RFP POSTING DATE	8/30/2021	1:00PM
PROSPECTIVE OFFERORS WRITTEN INQUIRY DEADLINE	9/10/2021	1:00PM
OIT RESPONSE TO WRITTEN INQUIRIES ¹	9/17/2021	1:00PM
BID/PROPOSAL SUBMISSION DEADLINE	10/4/2021	1:00PM
NOTICE OF AWARD ¹	TO BE DETERMINED (TBD)	

1	DATES ARE ESTIMATED
2	INITIAL CONTRACT TERM AND OPTION YEARS WILL BE AT THE DISCRETION OF THE STATE IN ANY COMBINATION THEREOF

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 and Offeror Services Office, for the benefit of the State of Colorado (State). The OIT Procurement and Offeror Services Office and Purchasing Agent listed on the RFP Signature Page is the sole point of contact concerning this RFP. All communication must be done through this Office.

1.2. COLORADO OFFEROR SELF SERVICE AND REGISTRATION

The State now uses the Colorado Operations Resource Engine (CORE), solicitations for most State Agencies (Agencies) will be posted on the website, Colorado Vendor Self Service (VSS).

Solicitation details for goods and services, as well as construction notices on Colorado VSS are public and do not require registration; however, any updates or modifications to this RFP will be published using Colorado VSS, so it is important to be registered to receive these notices. There is no cost to register on Colorado VSS. It is very important that Offerors check Colorado VSS on a regular basis, as this is the sole means for communicating any clarifications or changes to RFP content and/or requirements. To become a registered supplier on Colorado VSS: www.colorado.gov/vss

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 Colorado VSS web page. It is incumbent upon Offerors to carefully and regularly monitor Colorado VSS for any such postings.

1.4. INVITATION TO SUBMIT PROPOSALS

OIT is posting this RFP on Colorado VSS 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 Colorado VSS 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 the Colorado VSS. 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 Colorado VSS 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 RFP Signature Page.

Clearly identify your inquiries by referencing the RFP number (2021000286) and where appropriate include references to the 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 Colorado VSS 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 Colorado VSS for publication of modifications to this solicitation.

1.10. OFFEROR REGISTRATION

Offeror registration (Colorado VSS Registration) MUST be current to be awarded a solicitation.

1.11. OFFEROR 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.

1.12. 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 also shall be provided in the Proposal.

1.13. MODIFICATION OR WITHDRAWAL OF PROPOSALS

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

1.14. 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.

1.15. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- a. 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:
 - i. 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;
 - ii. 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

- iii. 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.
- b. Each person signing the RFP Signature Page of the Proposal certifies that:
 - i. 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 (a.i through a.iii above); or
 - ii. 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 (a.i through a.iii above); above, and as their agent does hereby so certify; and she/he has not participated, and will not participate, in any action contrary to (a.i through a.iii above) above.
- c. A Proposal will not be considered for award where contrary to (a.i through a.iii above); or a.ii above has been deleted or modified. Where a.ii 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.

1.16. PROPRIETARY/CONFIDENTIAL INFORMATION -REVISIT THIS WHEN REVIEWING SECTION #4

Due to the nature of a public safety network, OIT recognizes that some elements of a Proposal may be confidential. **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 OIT Procurement and Offeror Services Director 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).

1.17. 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 1.18, 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.

1.18. 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's organization, 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.

1.19. PROPOSAL CONTENT ACCEPTANCE

The contents of the Proposal (including persons specified) of the Awarded Offeror will become contractual obligations of the Offeror if a contract ensues. Failure of the Awarded 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.

1.20. CONTRACTUAL OBLIGATIONS OF RFP DOCUMENTS

The contents of the Proposal and the terms of this RFP will become contractual obligations of the Awarded 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 Colorado VSS 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 Awarded Offeror(s) to accept these obligations may result in cancellation of the award.

1.21. CONTRACT

Except as modified herein, the Model Contract included in this RFP shall govern this procurement and will be incorporated by reference in Phase II.

1.22. CONTRACT CHANGES

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

1.23. 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 in this order to the Colorado Special Provisions, the contract, its exhibits, RFP, and Offeror's response.

1.24. 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.

1.25. STATEWIDE CONTRACT MANAGEMENT SYSTEM (CMS)

For all contracts resulting from this solicitation, Offeror 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 Offeror performance on state contracts and inclusion of contract performance information in a statewide contract management system. OIT shall evaluate, review and rate Offeror's performance for all contracts resulting from this solicitation, for any contracted amount.

1.26. 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.

1.27. 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.

1.28. 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 Awarded Offeror. Proposals shall be firm for a period of not less than one hundred eighty (180) calendar days from date of award.

1.29. 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.

1.30. 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 Colorado VSS.

1.31. 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.

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1.39. ESTIMATED QUANTITIES

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

1.40. NUMBER OF AWARDS

The State intends to award one or more awards/contracts as a result of this RFP. The State reserves the right to award Project(s) as it is deemed to be in the best interest of the State.

1.41. AGREEMENT EXECUTION

An Awarded Offeror shall have no longer than forty-five (45) 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 Awarded Offeror(s) if the delay is not the fault of the State.

1.42. 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.

1.43. 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.

1.44. 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 subdivisions (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.

1.45. 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 Colorado VSS State of Colorado Solicitation Instructions/Terms and Conditions and the Model Contract which will have terms specific to this project and will be available in Phase II.

1.46. CYBER SECURITY

The Awarded Offeror is required to comply with all laws, regulations, rules, policies, procedures, or other requirements as deemed solely by OIT concerning the confidentiality, use, retention, security, delivery, handling, and protection of and the notification, support, compliance, liability, disposition, remediation, and safeguarding requirements associated with any and all State Information. For purposes of this solicitation, State Information means all information, data, records, and documentary materials belonging to the State of Colorado (State) or OIT regardless of its sensitive or non-sensitive nature, physical form, or characteristics, including but not limited to any public and non-public State records, sensitive and non-sensitive State data, protected and unprotected State data, State personnel records, Personally Identifiable Information (PII) Data as defined by CRS §24-72-501(2) and in the

OIT Model Contract Template, Federal Tax Information (FTI) data as defined by law and in the OIT Model Contract Template, Payment Card Information (PCI) data as defined by law and in the OIT Model Contract Template, Criminal Justice Information (CJI) data as defined by law and in the OIT Model Contract Template, Health Insurance Portability and Accountability Act (HIPAA) data as defined by law and in the OIT Model Contract Template, and other information or data concerning individuals whether it is deemed confidential or not but nevertheless belongs to the State, which has been communicated, furnished, provided, transferred, delivered, or disclosed by the State to the Awarded Offeror. All responses to this solicitation will be evaluated, in part, based on the Offeror's willingness to be in compliance with such laws, regulations, rules, policies, procedures, or other State requirements and certification of such compliance will be evidenced by submission of a response to this solicitation.

The Awarded Offeror(s) shall comply with the current State of Colorado Cyber Security Policies:

<http://www.oit.state.co.us/ois/policies>

In addition, awarded Offeror(s) will be required to meet all the security requirements in the Model Contract to be released in Phase II. **Indicate your acceptance of these requirements in section MR2.**

1. Cloud & Offeror Hosted Projects

- a. Network Security.** Offeror agrees at all times to maintain network security that at a minimum includes network firewall provisioning, intrusion detection, and regular (two or more annually) third party vulnerability assessments. Offeror agrees to maintain network security that conforms to generally recognized industry standards and best practices that Offeror then applies to its own network.
- b. Application Security.** Offeror agrees at all times to provide, maintain, and support the System and subsequent updates, upgrades, and bug fixes such that the System is, and remains, secure from those vulnerabilities as described in:
 - The Open Web Application Security Project's (OWASP) "Top Ten Project" – see <http://www.owasp.org>;
 - The CWE/SANS Top 25 Programming Errors – see <http://cwe.mitre.org/top25/> or <http://www.sans.org/top25-programming-errors/>;
 - Other generally recognized and comparable industry practices or standards.
- c. Data Security.** Offeror agrees to preserve the confidentiality; integrity and accessibility of State data with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices that Offeror then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes, and updates to operating systems and applications as provided by Offeror. All State Confidential Information and State data of any kind shall be stored, processed, accessed from, or transferred only in or to facilities located within the United States unless written permission has been provided by the State in advance. State data and information shall not be communicated to anyone who is not a citizen or Lawful Permanent Resident of the United States. The State has the right to designate certain subsets of State data as being subject to additional storage, access, or transmission restrictions in its sole discretion.

1.47. TELEGRAPHIC/ELECTRONIC RESPONSES

Please

1.48. ELECTRONIC RESPONSES

PLEASE SUBMIT PROPOSALS TO THE FOLLOWING URL:

<https://cdorcte.app.box.com/f/4b1f511eb04142cf8b86e5dcc258d2ea>

1.49. 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 Phases and Project Requirements and Questions* 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 order for the Offeror’s response to be considered for further review by the Evaluation Committee.

1.50. COOPERATIVE PURCHASING

In order to address the requirements of and as part of the OIT’s effort to address the requirements of CRS 24-37.5-106(1)(h), this solicitation and the resulting contract(s) shall be a cooperative purchasing agreement, pursuant to CRS 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 CRS 24-37.5-105(3)(i).

1.51. RFP CANCELLATION

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

1.52. 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 OIT, Procurement and Offeror Services Director, 601 E 18th Avenue, Suite 150, 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.

1.53. AUDIT

The State reserves the right to require that the Awarded Offeror(s) has a process audit conducted of its program at least once every three (3) years. If the Awarded 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 Awarded Offeror(s) regarding any exceptions or findings from the audit.

1.54. 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 in 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 sole discretion, may cancel the contract award. In the event the Awarded Offeror was aware of an Organizational Conflict of Interest prior to the award of the contract and did not disclose the conflict to the procuring agency, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed by Suppliers in connection with the performance of the contract, with the terms “contract,” “Offeror,” and “contracting officer” modified appropriately to preserve the State’s rights.

1.55. PERFORMANCE OUTSIDE THE STATE OF COLORADO AND/OR THE UNITED STATES

In compliance with CRS 24-102-206 and after negotiation of a fully executed Contract, if performance occurs outside of the State of Colorado and/or the United States, the Awarded Offeror shall provide written notice to the State, within 20 days of the earlier to occur of Offeror’s decision to perform, or its execution of an agreement with a Supplier to perform, Services outside the State of Colorado and. Such notice shall specify the type of Services to be performed outside the State of Colorado and the reason why it is necessary or advantageous to perform such Services at such location or locations. Upon award, knowing failure by successful Offeror to provide notice to the State shall constitute a material breach of any resulting Contract from this solicitation.

1.56. LOBBYING

The contract is subject to 31 U.S.C § 1352, as implemented at 15 C.F.R. Part 28, “New Restrictions on Lobbying.” Offerors should familiarize themselves with these provisions, including the certification requirement. OIT shall require the Offeror to submit a completed “Disclosure of Lobbying Activities” (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

1.57. PRIME – SUBCONTRACTOR RELATIONSHIPS

Offerors who propose a partnership relationship with another third party individual or entity shall agree to be the Prime Contractor with the State and subcontract with such third party partner(s). Offerors shall identify in the RFP all third party partners that will be subcontracted with under any award. The State will enter a contract with the Prime and the Prime will ensure that all subcontractors will abide with the terms of the RFP and Contract through flow-down agreements. The Prime shall direct the work and deliverables of its subcontractors and shall coordinate the subcontractor activities. Each subcontract shall comply with all applicable Federal and state laws and provide that such subcontract shall be governed by the laws of the State of Colorado.

1.58. EXECUTIVE GOVERNANCE COMMITTEE (EGC)

The selected Offeror shall be required to comply with the State’s Executive Governance Committee (EGC) Gate Methodology and plan for all EGC Gate items to be included as part of the overall project plan. As part of the Gate process, Independent Verification & Validation (IV&V) will also be required.

1.59. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Awarded Offeror(s) 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. Awarded Offeror(s) warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Awarded Offeror(s) will be in compliance with HIPAA.

If requested, the Awarded Offeror(s) 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.

1.60. E-VERIFY AND CO DEPARTMENT OF LABOR AND EMPLOYMENT PROGRAM

Effective May 13, 2008, Offerors who enter into a public contract for services with Colorado state agencies or political subdivisions must participate in either the Federal E-Verify program, or the newly created Colorado Department of Labor and Employment Program (Department Program). The option to enroll in the new Department Program instead of E-Verify was created by Colorado State Senate Bill 08-193, which amended the Public Contracts for Services and Illegal Alien Laws, C.R.S. 8-17.5-101 and 102.

1.61. DOING BUSINESS WITH THE STATE

An Offeror wanting to do business in the State must register with the Colorado Secretary of State in accordance with C.R.S. 7-90-801. An Offeror must be registered to do business in Colorado within 10 business days of the RFP award notification to the Apparent Successful Offeror. A copy of the business entity’s Articles of Incorporation and/or Bylaws may be requested by the State.

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

1.62. FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):For the purpose of verifying the Offeror’s registration to the Colorado VSS system, the Offeror is required to provide their FEIN in their proposal. Additionally, Offerors are required to submit their FEIN prior to contract, or purchase order issuance, or payment from the State. A W-9, Taxpayer Identification form provided by the State may be required as. Only the Awarded Offeror is required to submit a W-9, to the State upon request.

2. BACKGROUND & STATEMENT OF WORK

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.

This RFP is one of several that will be published in the next few months. Each separate RFP represents a portion of the products and services needed for the Colorado State Network (CSN), which were previously combined in a small set of contracts that were managed by one vendor. The state is now establishing separate contracts with a simple goal in mind: flexibility. The State needs to be able to adapt to changes in circumstances. Nothing has demonstrated that need more than the COVID-19 pandemic. We found that while the state's employees were flexible many of our contracts were not. A few of the RFPs will award contracts to one vendor, but it is our intent to make multiple awards for most of these contracts. Each RFP will indicate if our intent is to make multiple awards. It is very possible that vendors will be awarded more than one contract from more than one RFP. The contracts will all be kept separate. We will not combine the separate contracts that each vendor is awarded into one. Again, the goal is flexibility.

It is the State's intention to award to one or more qualified vendor(s).

2.2. BACKGROUND

OIT seeks an experienced company to host a hybrid phone and voicemail system that meets the needs of the State of Colorado . At this time OIT supports a combination of voice services ranging from internal Cisco clusters to hosted Cisco collab solutions as well as standalone legacy PBX systems.

97 sites throughout Colorado that are working on the existing managed service VOIP phone system. The offices are throughout the state of Colorado from state lines to state lines.

The system or systems can be cloud based, hosted, onsite or any combination of all three. The system or systems will need to support VoIP, true analog lines, digital lines that will work over cat 3 cable, SIP trunking, T-1 ISDN trunking, analog IFB trunking and any combination of the trunking. This system will need to use 10-digit dialing along with 5 digit dialing for CDOT. We will be removing dialing 9 for local and long-distance calling. The system or systems will need to work over the Colorado State Network (CSN) for least cost routing throughout Colorado. The system or systems must also offer a conference bridge, call center option, E911 capability and system redundancy.

OIT will need access to make changes to the system or systems up to and including adding, removing and changing lines and numbers. OIT will also need the ability to do standard troubleshooting, to include access to trunking, gateways, routing, logs, reports, etc. OIT is looking for a co-managed platform.

The system or systems must include a softphone application, Voicemail, Voicemail to email (including transcription) and all standard phone system Features such as but not limited to hold, transfer, park, redial, call forward, hunt groups, auto attendant's, conference calling etc. OIT would like the option to lease or buy telephone sets for the system or systems. Provider will be responsible for all training, on site, documentation, and any web based training

OIT has three levels of service requirements: they are P-1, P-2, and P-3. The vendors will need to be able to provide services inside the timelines set. This is for repair and/or service (install lines, change programming etc.) In addition, OIT will need background checks on any personnel, including remote workers and a list of key personnel assigned.

OIT uses a ticketing system at this time but moving forward OIT would like to have the vendor to have integration into the systems of OIT ticketing systems for ease of passing and maintaining tickets.

At this time, OIT will be replacing about 14,000 seats with an additional 1,500 or so added shortly.

OIT will also be migrating other agencies onto this system. This will be the preferred phone system for the OIT. For large systems, this system will be statewide and the vendor must be able to dispatch statewide to provide onsite support.

2.3. STATEMENT OF WORK

OIT supports a combination of voice services ranging from internal Cisco clusters, hosted Cisco collab solutions, standalone legacy PBX systems and other services such as Google Voice and Verizon One Talk for thousands of State employees at hundreds of locations across the State of Colorado.

The current Colorado State Network (CSN) standard hosted VOIP system is managed by a private company serving approximately 14,000 voice end points at approximately 100 locations while other voice services are managed by OIT serving approximately 16,000 voice endpoints at hundreds of locations throughout Colorado with connectivity to the state data centers.

With the increasing demand for options for the delivery of critical applications, it is imperative that we meet customer's requests for reliable secure transport and connectivity to State resources. It is anticipated that OIT will increase the number of locations served via wide area network transport connecting to the CSN during the term of the price agreements resulting from this solicitation.

The State Core network sites currently consist of the following locations and have redundant network connections for network reliability.

- State Data Center, 690 Kipling, Lakewood CO 80215
- eFort, 12500 E Arapahoe Rd., Centennial CO 80112

- 1525 Sherman St, Denver, CO 80203
- 2 Jetway Court, Pueblo CO 81001
- 1250 Academy Park Loop, Colorado Springs, CO 80910

With the geographic diversity of state locations and the myriad of available infrastructure or lack of modern infrastructure at each location, OIT will consider multiple technologies to include but not limited to Ethernet, Fast Ethernet, MPLS, MOE, SIP, Wireless/Cellular, Satellite, or other branded or standards-based connectivity.

The following technical definitions apply:

- Gigabit Ethernet: refers to IEEE 802.3z Gigabit Ethernet Standard approved in June 1998 (IEEE Supplement to Carrier sense Multiple Access with Collision Detection (CSMA) Access Method and Physical Layer Specifications-Media Access Control (MAC) Parameters, Physical Layer, Repeater and Management Parameters for 1000Mbps operation.
- Fast Ethernet: refers to IEEE 802.3u
- 10 Gigabit Ethernet: refers to IEEE 802.3ae standard for 10GbE
- 802.1Q VLANs: refers to IEEE 802.1Q Virtual Bridged Local Area Networks Draft 10 or higher

For the purposes of this RFP, the existing Colorado State Network shall be referenced in this RFP as the “CSN”.

OIT seeks proposals from qualified Offerors to award and execute a new contract to replace, evolve, augment and/or enhance existing voice services.

The purpose of this RFP is to solicit, evaluate, award, and enter into a contract with a single awarded Service Provider in order to replace, evolve, augment and/or existing voice services.

Upon execution of a contract with OIT, the awarded Offeror (the “Service Provider”) shall assume collaborative operational and management responsibility for the existing environment and shall be responsible to evolve, augment and enhance existing voice services. This will include in part infrastructure and services.

OIT’s intent is to continue a service-based methodology where the awarded Service Provider shall enter into a contract with the OIT that allows for the delivery of services and capacity based on mutually negotiated and accepted cost methodology and rate structure(s) and deliver said services to OIT by capacity and Service Level Requirements (SLR’s).

The awarded Service Provider(s) shall provide services resulting in seamless support of an existing client base comprised of the branches of State government (Executive, Judicial, Legislative) and their respective departments and agencies, non-State agencies (NSAs), Political Subdivisions, and other public sector entities, collectively referred to as agencies described in this RFP. The Service Provider shall be required to complete a well-coordinated transition from the existing vendor while planning for and beginning the implementation of future service delivery technologies.

In addition, the Service Provider(s) shall act both as a single point of contact and be legally liable for all services performed by it and its subcontractors for voice services.

These and other services/responsibilities of the Service Provider are specifically described in this section and in SECTION 3, PROPOSAL REQUIREMENTS.

OIT is responsible for overall strategic and operational planning in support of the State's business objectives. OIT intends to work with the Service Provider to develop voice service goals and objectives, analyze and propose cost-effective voice service alternatives, and develop technology standards, plans, and other initiatives as appropriate.

The Service Provider shall enter into an active partnership with the State and OIT to perform all the services, functions, tasks, obligations, and responsibilities described in this RFP and its Exhibits and attachments, at or above applicable Service Levels, and in accordance with the terms of the contract. Such services, functions, tasks, obligations, and responsibilities shall be provided as part of the Services Charges, and at no additional charge, fee, cost, or expense to OIT or State Agencies.

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 **an order** which characterize the Authorized Purchaser's specific requirements and conditions that must be satisfied by the MSP for the Authorized Purchaser to accept the completed Deliverables.

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

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

“**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.

“**Contractor**” means the Vendor awarded.

“**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.

“**CRS**”: Colorado Revised Statutes

“**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 maybe 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.

“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.

“Intellectual Property” means any intellectual property that is owned by, 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. Intellectual Property includes any derivative works and compilations of any Intellectual Property.

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

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

“NDA” Non-disclosure Agreement may be required to sign prior to assignment.

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

“OIT HQ”- Governor’s Office of Information Technology authorized personnel issuing Purchase Orders or contract.

“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. A purchase or Task order which may include a statement of work.

“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.

“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.

“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.

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

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

“VSS”: The State of Colorado's Vendor Self Service (VSS) website, located at: www.colorado.gov/vss. All solicitations published by State agencies and institutions are published on VSS. All bidders or Offerors wishing to respond to a solicitation (including this RFP) must be registered with VSS.

“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.

“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 registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, by Supplier(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, Supplier Intellectual Property or Third Party Intellectual Property.

3. PROPOSED REQUIREMENTS

3.1. Mandatory Requirements

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 authorized to bind the Offeror to the proposal; acceptance is at the State's 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.

2. Security/Information Security

Some IT Consulting Services include those that require security work or work to be done that may impact 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. 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 policies 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>.

Security Questions:

Answer Each Question - Yes, No or N/A (Not Applicable)

Vendor agrees that the below answers adequately reflect the State of Colorado and that the overall cost presented to the State of Colorado is reflective of the answers set forth below.

1. **If the solution contains an electronic commerce or an electronic-payment engine, is your organization and/or solution Supplier/partner able to demonstrate PCI/DSS compliance on an annual basis?**

Response:

2. If the solution uses or requires logical interactive access to applications and/or supporting systems (i.e.: user-interface, maintenance), is role-based access control (RBAC) employed as part of the solution design?

Response:

3. Does the system/solution generate audit trails recording access to the system, add/delete/modify, and/or other log trails?

Response:

4. For solutions hosted outside of the State of Colorado-run data centers, is the offeror able to demonstrate the required compliance for the solution? For instance, will the hosting facility provide an independent compliance verification such as a SOC2, SSAE18, FISMA, PCI/DSS, ISO, CJIS, HIPAA or other listed standard in the RFP requirements? Artifacts, if not included as part of the proposal, shall be required prior to Agreement execution.

Response:

5. Is the solution provider able to demonstrate disaster recovery utilization to meet the customer agency's recovery time and recovery point objectives as defined, below?

(The recovery time objective (RTO) is the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity. A recovery point objective is the maximum targeted period in which data might be lost from an IT service due to a major incident.)

Response:

6. Does the solution provider agree to complete the assigned vendor portions of the solution in Attachment D - System Security Plan Template, as set forth by the State of Colorado, Office of Information Security?

Response:

7. If the solution contains or employs any software component (frontend and/or backend), is the manufacturer/provider able and willing to demonstrate best practice standards (OWASP, NIST, etc.) are used throughout the system development life-cycle, including providing scan reports, remediation plans for discovered vulnerabilities, allowing penetration tests and other assurances, and documentation of provider internal secure system development life-cycle (S-SDLC) and adherence thereto?

Response:

8. If the solution scope includes vendor-provided infrastructure, is the offeror able and willing to demonstrate evidence of following and applying currently recognized configuration hardening standards as published on CISecurity.org?

Response:

9. If the solution, or portions thereof, are provided under an as-a-service model, does the provider agree to follow the NIST Security Framework to protect the assets and related data, and to assure accountability in doing so (examples include but are not limited to: employee background checks, acceptable use policies, job descriptions, cyber incident insurance policy, physical security, conduct/provide security scans and remediation plans--a.k.a. Plan of Action and Milestones)?

Response:

3. Master Task Order Template Redlines

Please see Attachment B “IT Master Task Order Contract (template)”. Vendors are required to review, and submit any changes to this contract as an attachment to their RFP Proposal Responses. Requested changes will not be accepted after the due date of this proposal. If no changes are being requested, please note below and this attachment is not required.

Response:

4. Offeror(s) must be an Certified and/or Authorized Service Provider who shall provide indisputable proof of their certification for all systems proposed

Request: Document of your current certification level

Response

5. If sub-contractors are used in any way, documentation must be provided to show that at a minimum, they must also meet all of the same certifications as the Awarded Offeror(s).

Request: Document current certification level for all sub-contractors, as applicable. If the Offeror(s) is not using sub-contractors to meet the needs of this solicitation and/or resulting award, Offeror(s) must clearly state this herein; however, Offeror(s) must still agree to meet this requirement should sub-contractors be used at any time under the resulting contract.

Response:

6. Awarded Offeror(s) shall be required to provide technical staff that has successfully passed background checks completed by the State, and paid for by the Offeror(s), with the stipulation that the background check may be required to be repeated at any time.

Request: State your agreement to comply with this requirement of completing State conducted background checks, at the Offeror(s) expense. Also describe your processes to comply with all levels of security access for multiple agencies, including key control, ID badges, tool inventories, site background check verifications, contraband introduction and site-specific security restrictions.

Response:

7. The Offeror(s)'s technicians must be physically located throughout Colorado. The Offeror(s) must be licensed to conduct business in the State of Colorado. The Offeror(s) must be capable of support across the entire state of Colorado for the services described herein; including the ability to dispatch and respond within the required time frames (excluding conditions of force majeure) to all locations when necessary.

Request: Provide information and documentation that describes the physical locations of your technicians, license to conduct business in the State of Colorado, and plan to support the entire State of Colorado including the location of all dispatch centers; names and locations of each of the Offeror(s) technicians, subcontractors and potential new hires necessary to provide the services required by this RFP and their ability to respond to all of the locations within the scope of the SOW/SLA and required time frames.

Response:

8. Requirement: The system(systems) must be able to deliver ADA compliant Voip, true analog, and digital ports to the phones also will need a softphone app. Also support of programming for headsets and expansion modules

Request: Provide who you will cover the four different types of technology in the requirement. This is needed because of wiring cost in older buildings

Response:

9. **State "Service Level Agreement" (SLA) Requirements:**
 - a. The State requires cost effective maintenance coverage that meets the following SLA
 - i. Maximum on-site response time for a major failure – 4 hour.

- ii. Maximum on-site response time for a minor failure – 24 hour of the next business day
- iii. Automated fault monitoring systems must be available 24x7x365.
- iv. Automated fault monitoring system that interfaces with technician dispatch process. Request: Please describe in detail your plans to meet these three general services requirements.

Response:

- b. The State requires cost effective maintenance coverage that meets the following:
 - i. The service must include replacement parts.
 - ii. The service must include software patches and fixes (product correction notices from manufacturer).
 - iii. The service must include software version upgrade within the same software version (N-1).
 - iv. The service will require maintenance coverage for leased telephone sets.
 - v. The service must include a toll free Helpline for repair and technical support available 24x7x365.
 - vi. The service must include Web-based access for Q&A, technical assistance, and help.
 - vii. The service must include service and inventory records management
 - viii. The service will not include trip charges for on-site response
 - ix. Root Cause Analysis will be required for all major incidents.

Request: Please describe in detail your plans to meet these general services requirements.

Response:

- c. Work with OIT to meet Federal and State Cyber Security, HIPAA, and Audit compliance.

Response:

- d. Unique server or server partition for the OIT ie No sharing call control server with another organization or entity.

Response:

- e. System or systems must be able to do 10 digit dialing and 5 digit dialing for CDOT

Response:

- f. System or systems must be able to have onsite T_1 and failover for 24by 7 x 365 sites

Response:

- g. It is the expectation of the evaluation committee that a new solution will require retirement of currently used hardware and services, and implementation of new hardware and services. Proposals must include scope of work planning for retirement of currently used outdated systems, and the scope of work for implementation of new hardware and services.

Response:

3.2. Scope of Work Requirements

- a. Services must include Web-based access for questions and answers, technical assistance, trouble ticket opening and case tracking capabilities, and additional help. Proposals must provide a monthly report to the State by providing all tickets routed to Offeror(s) including OIT ticket number or Offeror(s) internal ticket number, status of the ticket, and ticket type, i.e. repair ticket, MAC order or maintenance request. At any time, the State can request a report at no cost.

Request: Describe and provide details on your Web-based services, technical assistance levels, and historical documentation for cases both open and resolved

Response:

- b. Offeror(s) will be required to describe the items kept in an inventory for emergency repairs, the location of the items, and the method for replacement or rotation of the items.

Request: Please describe in detail your plans to meet these requirements. Please include the location of the items.

Response:

- c. **Mission Critical Equipment Requirement:** State requires that mission critical equipment and peripherals have full maintenance and monitoring coverage 24 hours a day, 7 days a week, 365 days per year. The State expects to have vendor(s) monitor the covered systems to respond 24 x 7 to major alarms generated by the phone systems. The software within the phone system defines major alarms. The State expects all major alarms to be cleared remotely or if the alarm cannot be cleared remotely, a technician must be dispatched to clear the major alarm within the SLA.

Request: Please describe in detail your plans to meet these requirements.

Response:

- d. The State requires that an Automated Fault Monitoring systems must be available and utilized. Offeror(s) will have to comply with the States Security and Network rules

Request: Describe in detail the system that Offeror(s) has in place to support this requirement. Include description of the system from first alert to escalation to closure. Please provide examples of the steps from start to finish. What methods will your company use to ensure that your solution is within the States Security and Network rules?

Response:

- e. **Inventory Records Requirement:** As part of these work efforts the vendor(s) is required to maintain inventory records necessary for the organized operation of the systems to include, but not limited to, in-service equipment, decommissioned/surplus equipment, and capacity availability. Inventory records must be available, easily retrievable, and in a Microsoft Excel format and or other electronic format as designated by the State.

The awarded vendor(s) will have the opportunity to remotely inventory the OIT phone systems as well to perform on-site surveys of active users at various statewide locations.

Request: Please describe in detail your plans to meet these requirements.

Response:

- f. **Helpline:** The Offeror(s) must include a local/toll free Helpline for Authorized Representative(s) to call in tickets for repair/MAC and for technical support, available 24 x 7x365. The State uses a three tiers, P1,P2,P3 ticket system as detailed below;

- P1 [Urgent]; Business function/application outage has potential to cause loss of life or risk or injury to a citizen, 7x24x365 Service or the impact on customers is disabling. Resolve within 4 hours; assign staff to ticket within 15 minutes.
- P2 [High]; Business function/application outage directly impacts the public or large numbers of users are down, or business function is politically sensitive, 7x24x365 service or the impact on customers is severe. Resolve within 24 hours but no more than 3 calendar days; assign staff within 2 hours.
- P3 [Medium]; Ability to use business function/application, with some degradation of features or service that is normally provided. Impact on customers is apparent but not severe or disabling. Resolve, within 5 calendar days but no more than 14 calendar days. Assign staff in 4 hours.

All tickets will be treated equally upon receipt, whether or not a site is under maintenance or only a T&M site.

Request: Confirm and describe your ability to provide the required assistance on a 24 x 7 x 365 basis for participating agencies and how you will meet the states ticketing systems requirements in terms of response.

Response:

- g. Third Party Peripherals:** Provide third party peripherals when it may be an integral component to a turnkey system. An additional element of this scope of work is the acquisition of a third party peripheral, to include delivery, installation, configuration and integration on an as needed basis. The expectation is that a turn-key fully functional system will be delivered. This may include items such as but not limited to: D4 channel banks, UPS equipment, cordless phones, multi line phones, overhead paging controllers, amplifiers, paging speakers, external ringers, call recording equipment and other 3rd party equipment for a fully functional system as described in the statement of work for a given installation

Request: Please describe in detail your pricing and discounts for the equipment mentioned above. Additionally, please provide typical lead times for providing this equipment.

Response:

- h.** Provide third party peripherals when it may be an integral component to a turnkey system. An additional element of this scope of work is the acquisition of a third party peripheral, to include delivery, installation, configuration and integration on an as needed basis. The expectation is that a turn-key fully functional system will be delivered. This may include items such as but not

limited to: D4 channel banks, UPS equipment, cordless phones, multi line phones, overhead paging controllers, amplifiers, paging speakers, external ringers, call recording equipment and other 3rd party equipment for a fully functional system as described in the statement of work for a given installation.

Request: Please describe in detail your pricing and discounts for the equipment mentioned above. Additionally, please provide typical lead times for providing this equipment.

Response:

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- i. Contractor Responsibilities:** The awarded vendor(s) shall adhere to the following:
1. The Contractor shall adhere to the State's security policies and procedures in relation to access to the State controlled network(s). The Contractor shall notify the State immediately upon becoming aware of any breach to the security policies committed by its personnel or its subcontractors.
 2. The Contractor shall provide technician(s) with all test equipment and tools necessary to service the equipment described herein. The Contractor shall be responsible for providing its own security for storage of materials or tools necessary to provide on-going maintenance in a designated area if stored on State sites. The Contractor will also provide appropriate levels of insurance for any materials and tools stored on State sites during the term of the agreement.
 3. The Contractor shall adhere to 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 contractor personnel.
 4. The State may dismiss project personnel assigned to it by the Contractor 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 Contractor of any employee to perform work under this agreement, Contractor 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 Contractor 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 Contractor's compliance with this section. The State, in its sole discretion, may require Contractor 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 Contractor's staff that is disorderly or acting in an unsafe manner.

5. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required in connection with the Work. Contractor 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 Work; and c) the work site and any improvements or other personal property located on the work site.

Request: Please describe in detail your plans to meet these requirements.

Response:

- j. **Relevant Experience:** Offeror(s) will be required to have experience in providing these types of services to organizations of similar size and complexity. OIT may require additional information of the apparent successful Offeror(s) to determine their ability to perform. This information may include, but is not limited to, previous experience of the company; years in business; quality and condition of equipment; financial condition; references as to size and scope of work done within the last two years.

Request: Please describe in detail, your experience providing these types of services, with organizations of similar size and complexity.

Response:

- k. **Minimum Experience:** Offeror(s) must have a minimum of three (3) years experience in the areas described in this RFP and must submit a minimum of two (2) active Colorado State and/or government references; include information and documentation that supports your experience within the state of Colorado and government agencies. References must be where commercial services of similar size, scope and complexity were performed, and must be able to substantiate the vendor(s)'s primary business is the same as that requested herein. It is the responsibility of the Offeror(s) to ensure the contact information provided is accurate and current, and references willing to allow a site inspection of those locations upon request by the State. The State reserves the right to conduct an on-site inspection of the contractor's facilities as they relate to the service being requested at any reasonable time and may require additional information of the apparent successful Offeror(s) to determine their ability to perform

Request: Provide information and documentation that supports your ability to perform the requested services, minimum of three (3) year experience and minimum of two (2) current

references as follows: For each reference submitted, Offeror(s) must provide the following information:

- The name and address of the company
- Current contact name, telephone number or other number where the contact can be reached
- Period of service: mm/yy to mm/yy.
- The location of where services are being performed
- The comparable quantity of the services being performed
- A brief description of the services provided by Offeror(s)

Response:

- l. Implementation and Planning Assessments for additional locations:** OIT is looking for a turnkey conversion of adding new sites to the proposed phone system. Please include your implementation plan, documentation, and support plan for the process.

Response:

- m. Implementation and Planning Assessments for additional locations**

Response:

- n. OIT requires a Fax Server solution. How will you meet this requirement?**

Response:

- o. OIT requires 99.999% percent uptime. How will you meet this requirement?**

Response:

- p. OIT requires a system to connect to a CDR application. How will you meet this requirement?**

Response:

- q. OIT requires 10 digit dialing (no 9-1 or 9) plus CDOT has 5 digit dialing between sites. The first digit is the region, then the last four of the phone number. How will you meet this requirement?**

Response:

- r. OIT requires for 24x7x365 to be up at all times and have the inbound numbers straight to that site. How will you meet this requirement?

Response:

- s. **Retirement/Migration/Implementation Requirements:**

- i. **Retirement of current system**

The currently used system is a leased system which is not owned outright by the State of Colorado, which includes approximately 12,000 devices. Please articulate and define how your organization proposes to retire the currently used "legacy" system. A proposed solution may include a hybrid between the legacy and proposed system, a total migration, or something else. Provide as much detail as possible.

Response:

- ii. **Crosswalk between legacy and proposed solution**

Please define any needed current network information your organization will be required to complete any proposed data migration, or other "Crosswalk" Activity.

Response:

- iii. **Implementation and go-live of proposed solution**

Proposals should include a detailed scope of work about implementation and go live activities. Proposed solutions should highlight streamlined efforts to seamlessly "turn on" your organization's proposed solutions specific to implementation needs and go-live support required resources (state and your proposing organization).

Response:

- t. Please see "Attachment C - VOIP Phone System Features". Complete this workbook assessment, and submit with your final proposal.

Response:

Please complete and submit "Attachment C - VOIP Phone System Features"

Security and Compliance Requirements

a. Measurable Performance Standards

- i. Please provide the SOW/Scope in terms of measurable outcomes rather than outputs/prescriptive methods.

Response:

1. Please define/provide 3-5 key performance indicators (e.g. MTTR, Uptime, etc.) for the solicited work entailed in the scope/SOW you provided that you will measure your performance against.

Response:

ii. Time Window Required for Work

1. Please provide a clear timeline for delivering services/working products in association with the payment schedule.

Response:

iii. Quality Control Plan / Periodic Performance Reviews

1. How will you monitor your performance and measure against the established KPI / agreed to performance standards?

Response:

2. What procedures do you already have in place to verify your performance?

Response:

3. How (what format) will you report on your performance and at what cadence? Be specific.

Response:

4. How often do you update quality control procedures to ensure that company standards are being met?

Response:

iv. Responsible Parties

1. Who at your firm is responsible for meeting SLA & contractual goals?

Response:

2. Who at your firm is responsible for the Business Relationship?

Response:

3. Who at your firm is responsible for Incidents?

Response:

4. Who at your firm is responsible for the security of your product/services?

Response:

v. Customer Service / Escalation Procedures & Contacts

1. Do you have an escalation procedure?

Response:

2. If yes, who is/are the point(s) of contact?

Response:

3. Are the point(s) of contact responsible for all issues such as outages, non-compliance, contract resolution, etc., or are there different contacts for each issue?

Response:

4. Detail your technical support procedures for outages. What is the typical turnaround time for such issues?

Response:

5. How do you track customer issues? How often do you adjust your procedures based on such issues?

Response:

vi. Security

1. Do you have any external (third party) certification you can provide, if so, please list what type of certification and note when you will provide it?

Response:

- a. If you do not have any external (third party) certification, please explain what security plan/procedure you have in place to protect data, access, systems, and/or any applicable state agency interest.

Response:

2. Have you had a data breach (reportable or not) in the last 3 years, and if so what was it.

Response:

3. How will you report (method, format, cadence, etc.) on-going security compliance throughout the contract?

Response:

vii. Financial

1. What gives you an edge over competitors in the market?

Response:

2. How do you control costs and maintain operational efficiency?

Response:

3. How often do you check for operational efficiency?

Response:

viii. Accessibility (applicable for software/web services)

- Please indicate whether the goods and/or services proposed fully conform with the accessibility guidelines of Section 508 and/or the Web Content Accessibility Guidelines (“WCAG”) 2.0 level A and AA guidelines published by the World Wide Web Consortium (“W3C”).

1. Your goods and/or services conform to WCAG 2.0 A and AA? (Yes / No/ NA)

Response:

2. Your goods and/or services conform to Section 508? (Yes / No/ NA)

Response:

3. Do you have any external (third party) certification you can provide, if so, please list what type of certification and note when you will provide it?

4. Please provide a policy, commitment, or mission statement regarding electronic accessibility.

Response:

5. Please describe accessibility conformance testing procedures (if applicable).

Response:

6. Please provide direct contact information for the individual responsible at your firm, who can address questions about the Accessibility of good(s)/service(s).

Response:

7. Please outline how you will keep abreast of changing legal requirements and accessibility best practices.

Response:

8. If you indicated (above) goods and/or services are not fully accessible, please provide a roadmap on how you plan to make goods and/or services fully compliant.

Response:

ix. Incentives/Penalties

- We are seeking a Vendor that will produce an effective business end product over receiving credits for unmet performance commitments:

1. Please provide a plan that will drive your firm toward success if any unmet performance standards are encountered and/or if standards are continually unmet. Be specific.

Response:

b. References and Experience

- The State 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.

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.

4. **PROPOSED COST**

Offeror shall submit the Price Proposal in a *separate* file with the required data. Please see attachment a - "price proposal"

5. OFFEROR RESPONSE FORMAT

- 5.1. Proposals must be received on or before the Bid Submission Deadline as indicated on VSS. **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.

The proposal must be signed 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.

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 a separate file and clearly marked as such.

5.2. REQUIRED COPIES

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

5.3. 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, must respond to ALL portions of the following information and or related sections. Offerors are expected to use the text boxes or attachment to provide responses to this solicitation.

Return the following:

Mandatory Requirements

1. Signed Request for Proposals Signature Page
2. Security/Information Security Questionnaire
3. Proposal Requirements
 - *Mandatory Requirement*
 - *Scope of Work Requirements*
 - *Proposed-Solution Features Requirements*
 - *References and Experiences*
4. Cost: *Segregate cost proposals in your response*

5.4. Content Quality

Do not include extensive artwork, unusual printing or binding, or other materials, which do not enhance the utility or clarity of the Offeror's Proposal. General statements without supporting documentation are not encouraged.

5.5. Proposal Organization

Offerors must respond to all requirements and relevant questions listed within Sections 3. For ease of evaluation and review, Offerors should label their Proposal with the corresponding number for each question or requirement.

5.6. Conflicts with Terms and Conditions or Requirements

The Offeror must review the Model Contract and list any exceptions or confirm that no exceptions are taken to the Contract. Exceptions to the Model Contract must be accompanied by alternative or substitute language, which would be acceptable to the Offeror, along with an explanation as to why the Offeror is asking for the exception. 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 attachments within Offeror's response.

6. PROPOSAL EVALUATION

An Evaluation Committee will judge the merit of Proposals received in accordance with the criteria outlined in the Offeror Response Format section of this RFP. This section supplements “Evaluation and Award,” in the Colorado Solicitation Instructions/Terms and Conditions that are available through the link on the Colorado VSS website.

6.1. Evaluation Process and Review Criteria for Each Phase and Project

OIT will undertake an intensive, thorough, complete and fair evaluation process. All Offerors shall be afforded fair and equal treatment throughout the evaluation process. The following are a representation of criteria that may be used for reviewing and rating responses.

6.2. 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 qualify the Offeror’s and recommend for award the Proposal(s) determined most advantageous to Colorado

6.3. Basis for Award

The purpose of this RFP is to solicit Proposals for the network 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:

- Mandatory Minimum Requirements- Pass /Fail
- Proposal Requirements
- Cost Proposals
- Management Capabilities & Experience
- Clarifications, Presentations, and BAFOs, may be rated and considered part of the basis for award.

6.4. Evaluation Based On Initial Proposals

The State 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.

6.5. Competitive Range

The State 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.

6.6. Clarifications/Discussions

The OIT Purchasing Agent 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.

6.7. Presentations/Demonstrations

Offerors may be given an opportunity to provide an oral presentation or demonstration in Phase II only. OIT Purchasing Agent 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 overall nature of its offer as compared to the initial Proposal. The presentation is typically limited to 60 minutes; however this may be longer if the Evaluation Committee deems it necessary. 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.

6.8. 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.

6.9. 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.

6.10. Award Recommendations

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. After review, the Purchasing Agent will forward the recommendation to the State Chief Information Officer (CIO) for approval.

6.11. Notice of Intent to Award

Upon approval of the recommendation, a Notice of Intent to Award will be published on the Colorado VSS. 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.

6.12. 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.

6.13. Contract Review

Offerors must review the 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, along with an explanation as to why the Offeror is asking for the exception. OIT will review the Proposal to review any exceptions that the Offeror has taken, which may be deemed unacceptable, or exceptions to stated requirements, which may be deemed unacceptable in meeting the needs of the State, or to confirm that the Offeror did not make any exceptions to the State's contract provisions. Any exceptions taken may 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. Offeror should also note that any redlines or exceptions to the Model Contract as a whole, or any attempt to substitute Offeror's standard contract as a full replacement to the Model Contract, will not be accepted and may result in immediate disqualification. Exceptions to the State of Colorado Special Provisions, attached to the Contract, will not be accepted.