



**COLORADO**  
Department of Public  
Health & Environment

# **Request for Proposal (RFP)**

## **Water Quality Control Division (WQCD)**

### **Surface Water Monitoring System Database - OIT**

#### **RFP 2025000178**

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

#### **STATEMENT ON AND COMMITMENT TO EQUITY**

CDPHE acknowledges that long-standing systemic racism, including economic and environmental injustice, has created conditions that negatively impact marginalized communities, particularly people of color. These conditions, which limit opportunities for optimal health and influence individual behaviors, are critical predictors of health outcomes.

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## **Attachments & Exhibits**

### **A. Attachments:**

1. Attachment 1 - Request for Proposal Signature Page (to be returned)
2. Attachment 2 - Budget / Price Sheet Template
3. Attachment 3A - Proposer Response Template
4. Attachment 3B - SWMS Database Requirements
5. Attachment 4 - System Security Plan Template
6. Attachment 5 - Data Use Agreement Template

### **B. Exhibits:**

1. Exhibit A - State of Colorado - OIT Contract Template
2. Exhibit B - Draft Statement of Work

<b>(EXAMPLE ONLY ) - REQUEST FOR PROPOSALS – VENDOR INFORMATION / SIGNATURE</b>	
<b>PAGE</b>	
<b>RFP INFORMATION</b>	
<b>RFP # 2025000178</b>	<b>TITLE: Surface Water Monitoring System Database - OIT</b>
ANTICIPATED INITIAL CONTRACT TERM: <b>One (1) Year</b>	
ANTICIPATED OPTIONAL EXTENSION TERMS: <b>Nine (9) 1-year extension terms, or a combination of optional extension terms totaling no more than ten (10) years.</b>	
<b>+ SUBMIT SEALED PROPOSALS TO:</b>	
Colorado Department of Public Health And Environment Procurement And Contracts Unit, Mail Room 4300 Cherry Creek Drive South Denver, CO 80246	
<b>ATTN: Darla Wear, Purchasing Agent</b> EMAIL (INQUIRIES ONLY) TO: <a href="mailto:darla.wear@state.co.us">darla.wear@state.co.us</a>	
<b>IMPORTANT:</b> <i>Proposer Name and the RFP # must be in the file name when the proposal is submitted.</i> Proposers shall submit to the above address: <ul style="list-style-type: none"> <li>• One (1) original hard copy (signed) version of Attachment 1</li> <li>• One (1) electronic version of the Proposal, on USB flash drive</li> </ul>	
<b>PROPOSER'S CONTACT INFORMATION</b>	
COMPANY NAME:	
CONTACT:	
STREET ADDRESS:	
PHONE:	
CITY/STATE/ZIP:	
E-MAIL:	
FEIN:	
VSS #:	
<b>PROPOSER'S AUTHORIZED SIGNATURE</b>	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	

Proposers are urged to read the solicitation document thoroughly before submitting a response. The Vendor Customer Number and F.E.I.N. referenced above will be used for issuance of award, contracting, and payment for the winning response. Verify that the provided numbers are correct for the entity submitting this response. The FEIN must match VSS registration to be eligible for award.

Vendor accepts all Contract/PO Terms and conditions without negotiation: ☐ Yes ☐ No  
 Does your organization qualify as a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE)? ☐ Yes ☐ No

**(PLEASE USE ATTACHMENT 1 TO RETURN WITH YOUR RESPONSE - This is the example only)**

# SCHEDULE OF ACTIVITIES

ACTIVITY	DATE/TIME (MST)
RFP Notice Published on VSS ( <a href="http://www.colorado.gov/vss">www.colorado.gov/vss</a> )	As posted on VSS
Prospective Proposers Written Inquiry Deadline - Submit all inquiries by email to Darla Wear @ <a href="mailto:Darla.wear@state.co.us">Darla.wear@state.co.us</a> (No questions accepted after this date/time.)	March 7, 2025 2:00 PM MST
Response to Written Inquiries published on Colorado VSS at <a href="http://www.colorado.gov/vss">www.colorado.gov/vss</a> )	March 20, 2025 2:00 PM MST
Bid/Proposal Submission Deadline (Submit as instructed on Signature Page 1 above.)	March 31, 2025 2:00 PM MST
Oral Presentations/Demonstrations/Best and Final Offers <sup>1</sup>	To Be Determined
Notice of Award <sup>1</sup>	To Be Determined
Initial Contract Period <sup>2</sup>	12/29/2025-12/28/2026
<i>The resulting contract Initial Contract Term of one (1) year with the option to extend by one (1) year extensions, (or a combination of agreed upon years) for a total potential contract term of Ten (10) Years. Although it is estimated to be a (1) one-year contract, the State reserves the right to extend for up to Ten (10) total years.</i>	To Be Determined (TBD)

<sup>1</sup> Dates are estimated

<sup>2</sup> Initial contract term and option years will be at the discretion of the State in any combination thereof

# SECTION 1: ADMINISTRATIVE INFORMATION

## Issuing Office

This Request for Proposals (RFP) is issued by the State of Colorado, Department of Public Health and Environment (CDPHE) Procurement and Contracts Unit, for the benefit of the State of Colorado (State). The CDPHE Procurement and Contracts Unit and Purchasing Agent listed on the RFP Signature Page is the sole point of contact concerning this RFP. All communication must be directed to the designated Purchasing Agent.

### **1.1. COLORADO PROPOSER SELF SERVICE AND REGISTRATION**

The State uses the Colorado Operations Resource Engine (CORE) and Vendor Self Service (VSS) to publicly post solicitations.

Solicitation details for goods and services, as well as construction notices, are publicly available without registration on VSS. Any addendum or modification to this RFP will be published using Colorado VSS. Proposers should check VSS on a regular basis. Vendors that are registered on VSS may choose to receive notifications of any new information regarding this RFP.

An Proposer must have a current registration on VSS in order to be awarded under this RFP, however, vendors do not need to be registered to view the solicitation documents. Vendors may click on the “View Published Solicitations” button then use the search feature to locate specific solicitations. There is no cost to register on Colorado VSS. To become a registered supplier on VSS, please visit [www.colorado.gov/vss](http://www.colorado.gov/vss)

### **1.2. INVITATION TO SUBMIT PROPOSALS**

CDPHE is posting this RFP on Colorado VSS so that Proposers who have an interest may submit a Proposal in accordance with terms of this RFP. Please read and be aware of the administrative information included within this RFP. This RFP is intended to provide prospective Proposers with sufficient information to enable them to prepare and submit Proposals for consideration. This RFP contains the instructions governing the Proposal to be submitted and the material to be included therein. All mandatory requirements stated in this RFP must be met to be eligible for consideration.

It is the sole responsibility of the Proposer to ensure that a Proposal is submitted and received prior to the date and time specified on Colorado VSS. Late Proposals will not be accepted.

The State intends to select one or more Proposals for award as a result of this RFP and to contract for the goods or services in such awarded Proposal. The State reserves the right to select Proposals for award as it is deemed to be in the best interest of the State.

### **1.3. PROPOSER IDENTIFICATION**

All Proposals must include a valid tax identification number for the Proposer. Any Proposer must be a legal entity with the legal right to contract in the State of Colorado. Only the identity of the Proposer will be used to determine the Proposer’s registration status on VSS. If an Proposer is owned or controlled by a parent company, the Proposal must also identify the name, main office address, and tax identification number of such parent company.

### **1.4. OFFICIAL MEANS OF COMMUNICATION**

Prior to the proposal submission deadline for this RFP, all official communication from the State regarding this RFP, including any modification or addendum, will be posted as a notice on VSS. Proposers should carefully and regularly monitor VSS for any such postings.

At any time prior to the execution of a contract as a result of this RFP, any news release or other contact with media representatives regarding this RFP or any Proposal submitted in response to this RFP is prohibited, to the extent permitted by law, without the prior express written approval of the State.

### **1.5. INQUIRIES**

Unless otherwise noted, prospective Proposers may make electronic mail inquiries concerning this RFP to obtain clarification of requirements. E-mail is the method for Proposers to submit inquiries only. No inquiries will be accepted after the date indicated in the Schedule of Activities section of this RFP. Responses will be posted as an RFP modification on Colorado VSS.

Inquiries must be made to the designated Purchasing Agent using the contact information appearing on the Signature Page for this RFP.

Clearly identify your inquiries by referencing the RFP number **#2025000178** and where appropriate include references to the RFP section, paragraph, and or question numbers; using page numbers as reference is problematic because not all printers number the pages consistently. All inquiries must clearly identify the RFP number, and where appropriate, should include outline references to any relevant RFP section, paragraph, or question number. Please do not use page numbers as references in an inquiry.

Any response to an Proposer's inquiries will be published as a notice on Colorado VSS. Proposers should not rely on any other statements, whether written or oral, that purport to alter any specification or other term or condition of this RFP. Proposers are responsible for monitoring Colorado VSS for publication of notices regarding this RFP.

### **1.6. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

An Proposer may modify a Proposal submitted in response to this RFP prior to the established proposal submission deadline. An Proposer may withdraw a Proposal at any time.

### **1.7. THE STATE'S RIGHTS**

The State reserves the right, in its sole discretion, to waive informalities and minor irregularities in connection with any Proposal received.

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

### **1.8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submitting a Proposal in response to this RFP, each Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that in connection with this procurement:

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

Each person signing the RFP Signature Page of the Proposal certifies that:

- d. The signing individual has the legal authority to bind the Proposer organization to the prices and other obligations offered in the Proposal and that the signing individual has not participated, and will not participate, in any action contrary to the certifications above; and
- e. The signing individual is not aware of any person connected with the Proposer organization who has participated in any action contrary to the certifications above; and
- f. The signing individual will immediately notify the State if the individual becomes aware of any action by any individual or entity contrary to the certifications above.

A Proposal will not be considered for award where any of the certifications above have been deleted or modified. In the event that any Proposer furnishes with the Proposal a signed statement which sets forth in detail the circumstances of any action contrary to the certifications above, the State may accept such proposal only if the State determines that such disclosure was not made for the purpose of restricting competition.

### **1.9. PROPRIETARY/CONFIDENTIAL INFORMATION**

CDPHE recognizes that some elements of a Proposal may contain proprietary or confidential information. An Proposer may request confidentiality of information submitted in connection with a Proposal using the following procedure:

- a. **The Proposer must submit a written request for confidentiality together with its Proposal.**
- b. **The request must state *specifically* what elements of the Proposal are to be considered confidential and must provide a justification for the request. To the extent that the request includes multiple types of information, the request must include a specific justification for the request as applied to each different type of information requested to be held confidential. Whole sections of the proposal will not be considered as confidential with the exception of references and experiences.**
- c. **Material requested to remain confidential must be separated from the remaining elements of the Proposal and must be readily identified, such as by labeling the pages as "Proprietary/Confidential."**

The State will NOT consider any requests for confidentiality under the following circumstances:

- d. All, or substantially all, of a Proposal is requested to remain confidential.
- e. **Material requested to be kept confidential is co-mingled with other information in the Proposal (i.e., is not separated from the remainder of the Proposal as required above).**
- f. The request concerns price or rate information, or information that will be included in any resulting contract for the goods or services proposed.
- g. Whole sections of the proposal. Specific information within any section must be identified and parsed from the proposal as separate and submitted separately in order to be considered for confidentiality.

The CDPHE Procurement Official or delegate will make a written determination regarding any request for confidentiality that complies with the requirements above. In the event that CDPHE denies the Proposer's request for confidentiality or determines that a request is not in compliance with the requirements of this RFP, a notice of that determination will be sent to the Proposer. Upon notice of such denial, the Proposer may withdraw its entire Proposal. An Proposer's decision to allow its Proposal to remain under consideration will be considered acceptance of CDPHE's determination regarding confidentiality.

Nothing in this section prohibits CDPHE from unilaterally determining that any portion of a Proposal should remain confidential, provided that the same criteria for such determination are applied to all proposals submitted under this RFP.

### **1.10. RFP RESPONSE MATERIAL OWNERSHIP**

All material submitted regarding this RFP becomes the property of the State of Colorado. As such, except as provided regarding confidential or proprietary information above, the State of Colorado has the right to use any or all such information or material. The State of Colorado may retain or dispose of all such information or material as is lawfully deemed appropriate.

Except as provided regarding confidential or proprietary information above, all proposals may be reviewed by any person after a Notice of Intent to Make an Award has been issued, subject to the terms of the Colorado Open Records Act (“CORA”), §§24-72-200.1, *et seq.*, C.R.S. Proposer expressly agrees that the State of Colorado may use the materials for all lawful State purposes and may make the information available to the public in accordance with the provisions of CORA.

### **1.11. PROPOSAL PRICING**

Price and cost information included in any Proposal must be firm, must be stated in U.S. dollars, and must include all related costs (e.g. surcharges, travel, etc.). Estimated Proposal prices are not acceptable. Any costs not included as part of the Proposal may be disallowed under the contract with the awarded Proposer.

Quantities stated in this RFP or in any Proposal are estimates only. Unless expressly stated otherwise, no volume of goods or services to be purchased can be guaranteed. Pricing may be tiered, but may not be contingent upon any unstated assumptions regarding quantities to be purchased.

At the request of the State, Best and Final Offers may be considered in determining the awarded Proposer. Proposals, including Best and Final Offers, shall be firm for a period of not less than one hundred eighty (180) calendar days from the date of award.

### **1.12. TAXES**

The State of Colorado, as a 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 under §39-26-114(a), C.R.S. The State of Colorado’s State and Local Sales Tax Exemption Number is 98-02565.

Goods and services purchased by an Proposer may be subject to sales tax in certain jurisdictions even though the Proposer is purchasing such goods or services in connection with providing goods or services to the State. Any taxes to which Proposer may be subject will not be reimbursed by the State.

### **1.13. INSURANCE**

Any awarded Proposer shall obtain and maintain at all times during the term of any contract resulting from this RFP insurance in the kinds and amounts outlined in the Model Contract or Purchase Order Terms and Conditions attached with this RFP.

### **1.14. CONTRACT TERM**

Any contract resulting from this RFP will be effective upon approval by the State Controller or designee, or as otherwise allowed by law. The contract performance shall commence upon the effective date of the contract and shall be undertaken and performed in the sequence and manner set forth in the contract. The estimated total term of any resulting contract is stated on the Signature Page for this RFP.

### **1.15. CONTRACTUAL OFFER AND ACCEPTANCE**

#### **1.15.1. Acceptance or Rejection of RFP and Contract Terms**

By submitting a Proposal, Proposer acknowledges and accepts all terms and conditions of this RFP unless Proposer’s proposal clearly and unequivocally rejects such term or condition. Failure to clearly articulate any such rejection, or any variation between a Proposal and this RFP, shall be deemed a waiver of any



rights to subsequently modify the terms of performance. Rejection of any term or condition of the RFP may be grounds for the state to reject a Proposal or decline to select a Proposal for award.

A Proposal signed by an authorized representative for the Proposer and submitted in response to this RFP shall constitute a binding offer for the State to purchase or otherwise contract for the goods or services proposed therein. Except as modified herein or as agreed to by the State, the Model Contract or Purchase Order Terms and Conditions included with this RFP will be binding upon the awarded Proposer. The contents of the Proposal, including the services of any persons specified, will become contractual obligations of the awarded Proposer if a contract ensues. Failure of the awarded Proposer to accept these obligations in a resulting contract may result in cancellation of the award and such Proposer may be removed from future solicitations.

#### **1.15.2. Proposed Changes to Contract Terms**

A Proposal may include proposed changes to the Model Contract language or Purchase Order Terms and Conditions. Each proposed change must include proposed alternative or substitute language. Such proposed changes will not be viewed as rejections of the RFP terms and conditions. General objections or objections indicated to be negotiated subsequent to the award will not be accepted. The State of Colorado, in its sole discretion, may accept or reject proposed changes during the contract negotiation process with the awarded Proposer. The State's rejection of any proposed change will not alter the awarded Proposer's obligation to perform subject to the terms of this RFP.

The State of Colorado reserves the right to modify the contract language in response to legislative, budget, or policy changes, or as otherwise required by law. 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.

#### **1.16. AGREEMENT EXECUTION**

An awarded Proposer shall have no longer than forty-five (45) calendar days to enter into a contract after being notified of the award by the State. If no contract has been executed after forty-five days and such delay is not the fault of the State, the State may elect to cancel the award. The State may elect to grant the award to the next most responsive Proposer.

The State of Colorado shall not be liable for any costs incurred by any Proposer prior to the execution of a contract. No property interest of any nature shall accrue until a contract is approved by the parties and by the State Controller, or otherwise legally executed as allowed by law.

#### **1.17. INFORMATION SECURITY**

All Proposals will be evaluated, in part, based on the Proposer's willingness and ability to comply with all applicable laws, regulations, rules, policies, procedures, or other requirements concerning the safeguarding of any and all State systems and data. The awarded Proposer will be expected to comply with:

- a. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
- b. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations shall arise from:
  - i. Health Information Portability and Accountability Act (HIPAA)
  - ii. IRS Publication 1075
  - iii. Payment Card Industry Data Security Standard (PCI-DSS)
  - iv. FBI Criminal Justice Information Service Security Addendum

- v. CMS Minimum Acceptable Risk Standards for Exchanges
- vi. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
- vii. CIS Center for Internet Security [CISecurity.org](https://www.cisecurity.org)
- viii. NIST Standards: <https://csrc.nist.gov/publications/sp800>
- ix. Clinical Laboratory Improvement Amendment of 1988 (CLIA)
- x. National Committee on Clinical Laboratory Standards (NCCLS)
- xi. ISO 17025 General Requirements for the Competence of Testing & Calibration Labs
- xii. Good Automated Laboratory Procedures (GALP)
- xiii. Service Organization Control (SOC2)

The Awarded Proposer shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to the performance described in the Proposal.

As a condition of the execution of a contract as a result of this RFP, the Awarded Proposer must provide the State with information reasonably required to assess the Awarded Proposer's ability to comply with the requirements stated above. At the direction of the Office of Information Security ("OIS"), such access and information may include:

- a. A recent SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit acceptable to OIS.
- b. The results of security audits, penetration tests, or vulnerability scans, as requested by OIS or its designee at any time under this Contract;
- c. To the extent the Awarded Proposer controls or maintains information systems used in connection with State Records, Awarded Proposer will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Awarded Proposer will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

### **1.18. COOPERATIVE PURCHASING**

Consistent with the Office of Information Technologies (OIT) obligations under §24-37.5-106(1)(h), C.R.S., any contract resulting from this RFP shall be a cooperative purchasing agreement, pursuant to §24-110-201, C.R.S. CDPHE will be the primary State party to the contract pursuant to §24-37.5-105(3)(i), C.R.S. All Executive Branch State Agencies, any participating Legislative or Judicial Branch State Agencies, and any participating State Institution of Higher Education shall be eligible to purchase the goods or services described in the Proposal and any contract resulting from this RFP.

### **1.19. CONFLICT OF INTEREST DISCLOSURE**

Proposers must disclose any potential conflict of interest in connection with a Proposal. A conflict of interest may include, but is not limited to, access to any non-public information regarding the RFP or the subject matter of the RFP by the Proposer, or any of the Proposer's employees, contractors, or agents,

including any individual who may have had access to non-public information in a prior capacity before entering into a relationship with Proposer.

No individual or entity engaged by the State to prepare this RFP or that has otherwise had prior access to the solicitation or to sensitive information related to this procurement process (including, but not limited to the requirements, statement of work, or evaluation criteria), will be eligible to submit or participate in a Proposal in response to this RFP.

If the State determines that a conflict of interest exists, the State, in its sole discretion, may reject any Proposal or cancel the award of a contract. In the event the Awarded Proposer was aware of any conflict of interest prior to the award of the contract and failed to disclose the conflict to the State, the State may terminate the contract for cause.

The provisions of this section regarding disclosure of conflicts of interest to the State must be included in any subcontracts in connection with performance of the work. The language included in any subcontract must preserve the State's rights to disclosure of conflicts of interest and to termination of the contract on the basis of any unacceptable conflict or failure to disclose any conflict.

#### **1.19.1 Resolution of Controversies**

Any controversy in connection with this solicitation or the award of a contract as a result of this RFP shall be resolved according to the provisions of Article 109, Title 24, C.R.S.

#### **1.20. Colorado Business Registration**

Within ten (10) business days of the notification of the award of a contract under this RFP, the awarded Proposer be properly registered with the Colorado Secretary of State's Office to do business in Colorado. The State may request that the awarded Proposer provide evidence of such registration, as well as other organizing documents such as Articles of Incorporation or By-laws.

#### **1.21. Protested Solicitations and Awards**

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may protest to the CDPHE, Procurement and Contracts Director, 4300 Cherry Creek Drive S. Denver, CO 80246. The protest must be submitted in writing within ten (10) 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.

## SECTION 2: STATEMENT OF WORK

This section provides the Proposer with a general overview of the requirements contained within this RFP. Additional information regarding the specific requirements may be contained in any documents attached to this RFP.

### 2.1 INTRODUCTION

This project serves to implement a cloud-based data management solution. This application will allow CDPHE to aggregate large volumes of environmental data from multiple internal and external sources, facilitate information analytics, visualization, and data analysis, which will inform decision-making and improve public health and environmental outcomes. The application will also allow CDPHE to consolidate, validate, reformat, assess, and share its environmental data before submitting the data to the USEPA via WQX and the Exchange Network.

### 2.2 KEY TERMINOLOGY

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

- a. **“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.
- b. **“Acceptance Testing”** means testing as described in a Purchase Order to be performed by MSP to determine that deliverable(s) meet the Acceptance Criteria.
- c. **“Awarded Proposer”** means the Proposer(s) whose proposal response the State deems to be most advantageous considering price and the evaluation factors set forth in this RFP.
- d. **“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.
- e. **“Contractor”** means the Awarded Proposer following the execution of an Enterprise Agreement resulting from this RFP.
- f. **“Deliverables”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that would be produced as a result of Proposer’s Work as described in a Proposal.
- g. **“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.
- h. **“Documentation”** means an operational description, in written format, of all Work to be performed under an Order, including documents that are Deliverables.
- i. **“Enterprise Agreement”** means the contract resulting from the award under this RFP. An OIT Enterprise Agreement is a contract authorized pursuant to C.R.S. §25-37.5-105 under which various entities may access the good or services described in the agreement at the same prices and on the same terms defined in the Enterprise Agreement.
- j. **“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.
- k. **“Final Acceptance”** means the date upon which provides MSP written notice that it has accepted all the Work to be performed, including all Deliverables or when applicable the System to be delivered, including any updates, corrections, or additions to content, and that will make payment for Work performed. The Warranty Period shall commence upon Final Acceptance.

- l. **“Key Persons”** means the State Staff (supervisor or project manager) who will be principally responsible for managing the Services or for performance of Work under an Order and the satisfactory completion, delivery and acceptance of the related Deliverables.
- m. **“MWBE”** means a Minority- or Women-owned Business.
- n. **“Proposer”** means any entity or individual submitting a proposal in response to this RFP.
- o. **“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.
- p. **“Order”** means 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.
- q. **“Proposal”** means an Proposer’s response to this RFP. A Proposal may also be called a bid, response, or offer. If such have been requested and submitted following initial responses, an Proposer’s Proposal shall include any clarifications or any best-and-final offer.
- r. **“Request for Proposals”** or **“RFP”** means 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 Proposer, and entering into a contract.
- s. **“Solicitation”** means 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).
- t. **“State”** means the State of Colorado.
- u. **“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.
- v. **“System”** means one or more of the Authorized Purchaser’s integrated computer software application and database systems that may be modified, converted, created or enhanced by Contractor for Authorized Purchaser under an Order. System includes but shall not be limited to all related technical design documents, software, databases, database schemas, formats, documentation, reports, memoranda, studies, plans, designs, specifications, statements, drawings, materials, exhibits, schedules and other documents or materials, in whatever media, developed by a contractor in the performance of Work under an Order, as more fully described and specified in a Statement of Work.
- w. **“Vendor”** means any organization or individual that seeks to provide, or is already providing, goods or services.
- x. **“VSS”** means The State of Colorado's Vendor Self Service Web site. All solicitations published by State agencies and institutions are published on VSS.
- y. **“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.

- z. **“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, or reduced to practice by a contractor or their agents (either alone or with others) pursuant to an Order.

**In the Sections 2.3 through 2.10 below, Proposers must provide narrative responses for each numbered section to detail how the Proposal complies for each item as marked on the corresponding Attachment 3A - Proposer Response Template or Attachment 3B - Surface Water Monitoring System Database Requirements (both for return with Proposal).**

Where appropriate, provide previous experience, methodology, and plans for delivering on each requirement. In preparing a response for each item below, provide specific examples from previous projects to elaborate on an approach, technology, or technique.

### **2.3 MANDATORY MINIMUM REQUIREMENTS**

In order to submit a proposal for this RFP, the Proposer shall meet all of the requirements listed below. Proposer shall include a short narrative that provides their capabilities of how they meet b. through d. below included within the Attachment 3B (as marked in Column D).

All mandatory minimum requirements are evaluated based on a pass or fail. All proposals must receive a PASS score in order to be fully evaluated and the scores totaled for the final award.

- a. Be able to perform the work outlined in this RFP and in Exhibit B, Draft Statement of Work.
- b. Be capable of operating in a web-based or cloud-based environment.
- c. The Proposers proposed system is capable of preparing data for delivery to EPA's Water Quality Exchange (WQX).
- d. The Proposers proposed system can integrate with other Enterprise systems.

### **2.4 EXECUTIVE SUMMARY**

The executive summary will be evaluated on how well the summary details the stability and strengths of the company.

### **2.5 REFERENCES AND EXPERIENCE**

The State reserves the right to use Colorado State Agencies and other state governments, or other governmental or tribal agencies as references. In addition to any reference names submitted, Proposers must include the following with their Proposal:

- a. 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.
- b. 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, including any governmental or tribal agencies. Include State, organization, or company name, point of contact, location, phone number, and brief project description along with the outcome of the project.

### **2.6 BUDGET (ATTACHMENT 2)**

CDPHE has allocated \$33,000 for the Surface Water Monitoring Database project for the initial contract period beginning December 29, 2025 and ending December 28, 2026. The allocated amount is to fulfill Attachment B - Requirements (see Column B) and carried out based on the activities within the Exhibit C - DRAFT Statement of Work. In the event that system development, implementation, and data migration are needed, \$20,000 additional will be allocated specific to this need.

The Proposer shall include all costs necessary to complete all requirements to successfully complete the project for the initial time frame with the optional years two (2) through ten (10) proposed for hosting, maintenance, and support. The suggested budget for years two (2) through ten (10) is approximately \$33,000 annually. The estimated end date for this contract is December 28, 2035.

## **2.7 TIMELINE**

The anticipated start date for the first year of the executed contract is targeted for 12/29/2025 unless the Awarded Proposer requires additional time for system development, implementation, and data migration. In that case, start date will proceed 60 to 90 days previous to this date, depending on the need. At the sole discretion of the State, and depending upon funding and Proposer performance, CDPHE may renew the agreement for up to nine (9) additional one (1) year periods, not to exceed ten (10) years total. At the sole discretion of the State, the CDPHE may modify the dates of the contract.

- a. The Surface Water Monitoring System - OIT project must be developed, implemented, and fully operational by December 29, 2025 for the initial first contract period.
- b. Contract years two (2) through ten (10) are planned to include maintenance, updates, enhancements, support and hosting with costs estimated for these years.

## **2.8 DETAILED DEFINITION OF WORK**

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

### **2.8.1. Business Requirements**

Proposer must detail how the Proposal complies with the Business Requirements listed in Attachment 3B - Requirements (see Column B). This includes a description of the systems capabilities, licensing fee structure, and its ability to integrate with other enterprise systems, such as REST.

Under these requirements the Proposer must detail the systems support model, including on-site and off-site user support, and the systems read/write data limits to support a state-scale water quality program.

### **2.8.2. Technical Requirements**

Proposer must detail how the Proposal complies with the Data, Functional, Non-functional, and Reporting requirements listed in Attachment 3B - Requirements (see Column B).

- a. **Data requirement** details would include the systems capability to manage multiple environmental data types, validate data, including customizable or illogical values, and the system's ability to generate statistical and exceedance reports. In the event that the Awarded Proposer differs from the current vendor, additional transition time and budget will be provided to address the need for data migration and integration, and the Attachment 3B - Requirements and DRAFT Statement of Work updated to provide guidance for this need.
- b. **Functional requirement** details would include the system's capability that allows the additional user configurable fields throughout the system, a description of how WQX changes,

- updates, and enhancements are made available to the system, and the system's capability to manage and store documentation for imported records, data extraction such as Quality Assurance Plans or Standard Operating Procedures.
- c. **Non-Functional requirement** details would include the system's data backup and ability to provide flexible and configurable import/export features.
- d. **Reporting requirement** details would include the system's capability to prepare data for delivery to WQX, to provide data for EPA's ATTAINS reports, and the system's capability for making corrections and having those corrections automatically sent to WQX.

### 2.8.3. Compliance Requirements

Proposer must detail how the Proposal complies with the **Compliance requirements** listed in Attachment 3B (see Column B). Compliance requirement details would include how the vendor will use approved State of Colorado Office of Information Technology methods and software and the systems managed services solution process for adhering to current security and technology standards.

## 2.9 OIT SECURITY REQUIREMENTS

The Proposal shall clearly state, with no exception, agreement to comply with, and to ensure personnel doing work for the State under any contract resulting from this RFP will comply with, the State of Colorado Information Security Policies (CISP) promulgated by the Colorado Chief Information Security Officer and available at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. The Proposal shall clearly state that the Proposal shall be in compliance with the current OIT Technology Standards promulgated by the OIT Chief Technology Officer and available at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. The Proposal shall clearly state agreement to complete the assigned vendor portions of the System Security Plan as directed by the Office of Information Security and as reflected in **Attachment 4 - System Security Plan Template**.

- a. To the extent applicable to the Proposal, Proposer agrees that the Price Proposal includes all costs and expenses for the security requirements stated below. Any additional costs to add security controls or to verify the security controls described below will be the obligation of the Awarded Proposer, and any addition or change to the Price Proposal will be disallowed.
- b. For each category of security control listed below, describe how the Proposal will comply, or briefly explain why the control would be inapplicable.
  - i. Role-based access control (RBAC) for any logical interactive access to applications and/or supporting systems (e.g., user-interface, maintenance);
  - ii. Auditable logs/trails for successful and attempted access to the application/system, administrative actions such as add/delete/modify user permissions, and/or other auditable events (and retention of logs for required period not less than 6 years);
  - iii. Business continuity and disaster recovery planning, including defined recovery time and recovery point objectives (RPO and RTO) and provision of a DR plan to customer; CDPHE requires hourly RPO and system availability 24/7/365 with one hour RTO. The Proposer will be responsible for leading and orchestrating the disaster recovery plan and process in collaboration with OIT to meet CDPHE's RPO and RTO requirements.
  - iv. Third-party certification or audit results that fully covers the scope of the work included in the Proposal, such as a SOC 2 Type II report, FISMA compliance certification, or similar information security assurance certification, or agreement to allow the performance of security audit and penetration tests as requested by OIS or its designee;
  - v. Documentation of an industry-standard secure system development lifecycle (S-SDLC), including written policies and procedures, documented results of vulnerability scans and/or



- vi. Infrastructure hardening consistent with all standards published on [CISecurity.org](https://www.cisecurity.org), or similar, and throughout the lifecycle using CIS Level 1 controls;
  - vii. Any additional policy, procedure, practice, or evidence not described above related to compliance with the Colorado Information Security Policies or the NIST Cybersecurity Framework on which the CISPs are based? Explain what framework is in place and how you will utilize here.
- c. Will the database(s) described in the Proposal require any exceptions from compliance with the CISPs or other information security controls described above?

**Proposers must provide narrative responses for this OIT Security Requirements section above to detail how the Proposal complies using the corresponding Attachment 3 - Proposer Response Template (for return with Proposal). Proposer must be prepared to provide evidence in connection with any aspect of this answer upon request by the State.**

## **2.10 ACCESSIBILITY**

The Proposal shall clearly state agreement to comply with the most current version of the Web Content Accessibility Guidelines (WCAG) available at <https://www.w3.org/TR/WCAG21/>. To the extent applicable to the Proposal, Proposer agrees that the Price Proposal includes all costs and expenses associated with compliance with these accessibility requirements. Any additional costs to add accessibility features will be the obligation of the Awarded Proposer, and any addition or change to the Price Proposal will be disallowed.

- a. Describe how your database complies with these Accessibility Requirements for Public Access via a website, or briefly explain why any requirement would be inapplicable.
- b. Will the database(s) described in the Proposal require any exceptions from compliance with these requirements?

**Proposers must provide narrative responses for this Accessibility Requirements section above to detail how the Proposal complies using the corresponding Attachment 3 - Proposer Response Template (for return with Proposal). Proposer must be prepared to provide evidence in connection with any aspect of this answer upon request by the State.**

## **2.11 PRICE PROPOSAL**

**Proposer shall submit its Price Proposal with the required data and in the same format as Attachment 2 - Budget / Price Sheet.**

- a. Proposer must describe the market resources, methodology, and technology used to determine the proposed rates.

**Information provided in response to Question 2.11 is to assist in evaluating the reasonableness of Proposer's Price Proposal. Any additional costs, fees, or charges listed in Question 2.11 will be disallowed under any contract resulting from this RFP.**

## **2.12 PRE-PERFORMANCE MEETING**

Upon execution of a contract, CDPHE shall conduct a review of the contract requirements with key personnel of the State and an Awarded Proposer. The purpose of the meeting is for all working parties to

gain a better knowledge of contract requirements, to ask and answer questions, and to conduct a needs assessment so that the transition to work performance will commence on a smooth and timely basis.

### **2.13 PRIME – SUBCONTRACTOR RELATIONSHIPS**

Any Proposer who proposes to contract with any third-party entity or individual to provide the goods or services described in the Proposal shall agree to be the Prime Contractor with the State and to subcontract with any such third party. The Proposal shall identify any known third party that will perform as a subcontractor. The State will only enter a contract with the Prime Contractor. The State will require that the Prime Contractor ensure subcontractor compliance with the terms of the RFP and any resulting contract. The Prime Contractor shall direct the work and deliverables of any subcontractor and shall coordinate any subcontractor activities. Any contract between the Prime Contractor and any subcontractor shall comply with all applicable Federal and state laws and shall provide that such subcontract be governed by the laws of the State of Colorado, and that venue for any disputes shall be in the City and County of Denver, Colorado.

### **2.14 PERFORMANCE OUTSIDE THE UNITED STATES**

Any Proposer who proposes to perform any aspect of the work outside the United States, or to contract with any third-party to perform any aspect of the work outside the United States, shall identify in its proposal the work to be performed outside the United States and the reason why it is necessary or advantageous to perform such Services outside the United States. To the extent that performing any work outside the United States will have an impact on the price of the work or any other aspect of the Proposal, the Proposer must provide information sufficient for the State to evaluate the costs and benefits of performing the same work within the United States. The State, in its sole discretion, may elect to approve or deny any request to perform work outside the United States. Failure to include information sufficient to allow the State to approve or deny any such request shall be grounds for the state to reject any Proposal or to decline to award a contract to the Proposer.

Any work performed outside the United States shall be subject to the same terms of this RFP and any contract, including but not limited to terms relating to personnel security and background checks, information security, and subcontracting. An Proposer proposing to perform any work outside the United States shall provide information regarding the Proposer's ability to comply with such provisions for work performed at any non-US location.

### **2.15 EXECUTIVE GOVERNANCE COMMITTEE (EGC)**

The Awarded Proposer shall be required to comply with the State's Executive Governance Committee (EGC) project gating methodology and plan for all EGC gating items to be included as part of the overall project plan. As part of the EGC gating process, the Awarded Proposer will be required to cooperate with a third-party Independent Verification & Validation (IV&V) vendor engaged by the State to provide IV&V services related to the project. More information can be found in the Project Lifecycle Methodology & Governance policy, available at <http://www.oit.state.co.us/about/policies>.

## SECTION 3: RESPONSE FORMAT

### 3.1. SIGNED REQUEST FOR PROPOSALS (RFP) SIGNATURE PAGE.

Proposer must submit a signed Request for Proposal Signature Page (Attachment 1) to be considered for this award. The State may, at the State's sole discretion, accept an alternative signed document by a person legally authorized to bind the Proposer to the Proposal. If an alternative to the Signature Page is accepted, the Proposer shall submit a signed Request for Proposal Signature Page within one business day of notice of such acceptance.

### 3.2. PROPOSAL SUBMISSION

Proposals must be received on or before the Proposal Submission Deadline as indicated on VSS and on the Schedule of Activities in this RFP. **Late proposals will not be accepted.** It is the responsibility of the Proposer to ensure that its Proposal is received by the CDPHE Procurement and Contracts Unit on or before the Proposal Submission Deadline.

The Vendor Name and RFP Number must be in the file name when the proposal is submitted (example: ABCCorpProposal- RFP2025000xxx.pdf)

A Request for Proposals Signature Page has been provided. The Proposal must have a signature, by an officer of the Proposer who is legally authorized to bind the Proposer to the Proposal. Proposals that are determined to be at a variance with this requirement may not be accepted.

### 3.3. PROPOSER FINANCIALS

The State reserves the right to request that each Proposer provide a copy of its most recent certified and audited financial statements. The State reserves the right to review such financial documentation for all Offerors or only for Awarded Offeror as a method of determining financial responsibility.

### 3.4. CONTENT QUALITY

Do not include extensive artwork or other materials that do not enhance the utility or clarity of the Proposal. General statements without supporting documentation are not encouraged. If system screenshots or other images are included, images should be of sufficient quality to ensure readability of all elements displayed.

### 3.5. PROPOSAL ORGANIZATION

The Proposal should be clearly presented in a manner that will facilitate the committee members' evaluation. Information that is responsive to each specific question or requirement of this RFP should be labeled to facilitate review and evaluation. The State reserves the right to consider any required information as non-responsive if each response in the Proposal is not clearly labeled with the appropriate section number of the RFP.

### 3.6. EXCEPTIONS TO THE RFP OR THE MODEL CONTRACT LANGUAGE

The State reserves the right to modify the model contract language at any time. Any exception or objection to the requirements of this RFP must be clearly stated within the Proposal by referencing the corresponding section of the RFP. A proposal may include proposed changes to the model contract language in effect when the proposal is submitted. Each proposed change must include proposed alternative or substitute language and may be grounds for denying an award to the Offeror. The State of Colorado may accept or reject proposed changes during the evaluation process for this solicitation. Demands to deviate from the model contract language that would violate state law, regulation, or policy, or would otherwise not be justifiable as being in the best interest of the state, may be grounds for a determination that a proposal is no longer susceptible of award and should be eliminated from the evaluation process.

## SECTION 4: PROPOSAL EVALUATION

An Evaluation Committee will judge the merit of Proposals received in accordance with the criteria outlined in this section. CDPHE will undertake an intensive, thorough, complete, and fair evaluation process. All Offerors shall be afforded fair and equal treatment throughout the evaluation process. The sole objective of the Evaluation Committee will be to evaluate and compare the Proposals so that the Committee can recommend for award the Proposal determined to be most advantageous to the State of Colorado.

### 4.1. BASIS FOR AWARD

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.

For proposals that are considered susceptible to award, evaluation will be based on price as well as the categories within **SECTION 2: STATEMENT OF WORK** including the following:

- Mandatory Minimum Requirements
- Executive Summary
- References and Experience
- Business Requirements
- Technical Requirements
- Compliance Requirements
- Price Proposal

Supplementary information that may be requested by the Evaluation Committee, such as clarifications, presentations, or the non-cost aspects of “Best and Final” offers, may be incorporated into the Committee’s evaluation of the factors stated above, or may be evaluated and considered as separate evaluation factors. If considered separately, any supplementary information will be considered by application of the same evaluation factors stated above.

### 4.2. EVALUATION PROCESS

The information in this subsection is intended to provide Offerors with a general outline of the evaluation process. The process described herein is a description of a typical process that the State may use to evaluate Proposals submitted in response to this RFP. The State reserves the right to modify or adapt the procedures described herein to the extent permitted by law and by the Colorado Procurement Code. To the extent permitted by law, no party shall be aggrieved by any deviation from the process described herein.

At any point during the evaluation process, the Evaluation Committee may, within its reasonable discretion, determine that any Proposal is not susceptible of award under this RFP. Such a determination may be based on a Proposal’s failure to meet any mandatory or otherwise material requirement of this RFP. To the extent permitted by law, no party shall be aggrieved by any decision of the Evaluation Committee to remove a Proposal from consideration on the basis of any reasonable perception of the Proposal’s insufficiency to meet the requirements of this RFP or to be in the best interest of the State.

#### 4.2.1. Evaluation Based On Initial Proposals

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 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.

#### **4.2.2. 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.

#### **4.2.3. Clarifications/Discussions**

CDPHE's Purchasing Agent may conduct discussions with Offerors for the purpose of promoting understanding of CDPHE'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 generally be for the purpose of clarification and related revisions to Proposals are generally permitted in response. Such revisions will be at the option of the Offeror, but will be limited to the guidelines set forth in CDPHE's requested clarifications. No major changes will be permitted, nor will CDPHE accept any additional written materials not relevant to the questions/clarifications requested. Clarifications/discussions may be limited to Offerors within the Competitive Range.

#### **4.2.4. Presentations/Demonstrations**

Offerors may be given an opportunity to provide an oral presentation or demonstration. CDPHE Purchasing Agent reserves the right to select the site or format. 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, but 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 the highest scoring Offerors within the Competitive Range of pricing.

#### **4.2.5. 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.

#### **4.2.6. Final Evaluations**

If the Evaluation Committee did not make a recommendation based on initial proposals, the Committee will re-evaluate all Proposals considered susceptible of award together with any supplementary information gained from clarifications, presentations, or BAFOs. Final evaluation may be completed independently by each Committee member, or may be completed through a collaborative discussion of the Committee. The goal of Final Evaluation shall be to arrive at a recommendation. The Committee's approval of a Decision Memo, as further described below, shall be the documentation of the result of the Committee's final evaluations.

#### **4.2.7. Award Recommendations**

Upon completion of the evaluation process, the Evaluation Committee will formulate a recommendation as to any Proposal that is determined to be most advantageous to the State within available resources. The Committee will draft and agree to a Decision Memo, explaining the Committee's evaluation of the proposals submitted and the basis for its recommendation. The Decision Memo will be forwarded to the CDPHE Purchasing and Contracts Director for review and approval.

#### **4.3. NOTICE OF INTENT TO AWARD**

If the recommendation in the Decision Memo is approved by the CDPHE Procurement Director, a Notice of Intent to Award will be published on Colorado VSS. Upon posting of the Notice, all non-confidential and non-withdrawn documents submitted by all Offerors in connection with this RFP shall become public records and will be available for public inspection upon request. Any Awarded Offeror will be contacted by CDPHE to complete post-award requirements.